



**Request for Proposals RFP#274-0001 Audit Software Solution**

**Title: Office of Internal Audit – Audit Software Solution**

**Issue Date: October 10, 2023**

**Due Date: October 31, 2023, no later than 5:00PM EST**

**\*LATE PROPOSALS WILL NOT BE ACCEPTED\***

**Issuing Department: *Office of Internal Audit***

**Direct all inquiries concerning this RFP to:**

Lauren Evans

Senior Internal Auditor

Email: [lauren.evans@raleighnc.gov](mailto:lauren.evans@raleighnc.gov)

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# 1 INTRODUCTION

## 1.1 Purpose

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

*The Office of Internal Audit is searching for a web-based audit software solution to replace and improve our current audit project management system, increase administrative efficiencies, and provide our stakeholders with more effective, valuable, and streamlined communication.*

*At a minimum, the audit software solution functionally should provide:*

- Organization of audit engagements by fiscal year*
- Recording audit activity by phases from planning to audit report release*
- Tools to document diverse organizational and engagement level risks*
- Standardization of audit documentation*
- Storage of audit evidence with varying digital format types*
- Functionality to sign-off on workpapers as preparer or reviewer*
- Tracking of audit issues and status updates*
- Communication mechanisms between the auditor and auditee(s)*
- Ongoing maintenance and technical support available to auditors and stakeholders*
- Strong system controls around cybersecurity and change management*

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

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

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

Contact Name	Email Address
Lauren Evans, Senior Internal Auditor	<a href="mailto:lauren.evans@raleighnc.gov">lauren.evans@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

## 1.2 Background

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

Raleigh is a 21<sup>st</sup> Century City of Innovation focusing on environmental, cultural, and economic sustainability. The City conserves and protects our environmental resources through best practice and cutting-edge conservation and stewardship, land use, infrastructure and building technologies. The City welcomes growth and diversity through

policies and programs that will protect and enhance Raleigh's existing neighborhoods, natural amenities, history, and cultural and human resources for future generations. The City leads to improve quality of life for neighborhoods and standard of living for all citizens. The City works with universities, colleges, citizens, and local partners to promote new technology, create new job opportunities, and encourage local businesses and entrepreneurs. The City enlists and prepares 21<sup>st</sup> Century staff with the skill sets to carry out the duties of the City through transparent civic engagement and by providing the very best customer service to our citizens.

The Office of Internal Audit is an independent audit and consulting function for the City of Raleigh. The Office helps the City accomplish its objectives by bringing a systematic, disciplined approach to evaluating and improving the effectiveness of risk management, control, and governance processes. Our services identify emerging risks in all areas of the City, including strategy and governance, stewardship of assets, performance of programs, and compliance with regulations. Our office utilizes an audit software solution tool to manage audit engagements and non-audit service projects and achieve our operational objectives of adding value to the organization and taxpayers.

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

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

RFP Process	Date and Time
RFP Advertisement Date	<i>October 10, 2023</i>
Deadline for Written Questions	<i>October 17, 2023</i>
City Response to Questions (anticipated)	<i>October 24, 2023</i>
<b>Proposal Due Date and Time</b>	<i>October 31, 2023, no later than 5PM EST</i>
Evaluation Meeting (anticipated)  <i><b>Note:</b> The City of Raleigh's evaluation team will review demo licenses provided by the vendor as requested below in Section 4.12.</i>	<i>November 14, 2023</i>
Selection Announced (tentative)	<i>November 20, 2023</i>

### 1.4 **Pre-Proposal Conference**

If the City of Raleigh elects to conduct a Pre-Proposal Conference or Site Visit, attendance by prospective proposers is strongly encouraged but is not mandatory. Prospective

Proposers are encouraged to submit written questions in advance. Date, time, and location of pre-proposal conference is shown above in the RFP Timeline (Section 1.3).

### 1.5 **Proposal Questions**

Requests for clarification and questions to this RFP must be received by the City not later than the date shown above in the RFP Timeline (Section 1.3) for the submittal of written inquiries. The firm's failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm's acceptance of all City's terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to North Carolina electronic Vendor Portal ([eVP](#)). No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained in an Addendum to this RFP.

***It is important that all Respondents submitting to this RFP periodically check [eVP](#) for any Addenda. It is the Respondents responsibility to ensure that all addenda have been reviewed and, if required signed and returned.***

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

Contact Name	Email Address
Lauren Evans, Senior Internal Auditor	<a href="mailto:lauren.evans@raleighnc.gov">lauren.evans@raleighnc.gov</a>

Questions submitted via telephone will not be answered.

### 1.6 **Proposal Submission Requirements and Contact Information**

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

Proposals must be electronic and submitted as a viewable and printable Adobe Portable Document File (PDF) by email to [lauren.evans@raleighnc.gov](mailto:lauren.evans@raleighnc.gov). The PDF electronic version must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due date and time will not be considered. Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever.

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

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the firm elects to mail in its response, the firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in

the RFP Timeline (Section 1.3). Regardless of the delivery method, it is the responsibility of the firm to ensure that their proposal arrives at the designated location specified in this Section by the due date and time specified in the RFP Timeline (Section 1.3).

#### **1.7 MWBE Participation Form**

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

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

#### **1.8 Rights to Submitted Material**

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

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

#### **1.9 Communications**

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

#### **1.10 Lobbying**

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

#### **1.11 Conflicts of Interest**

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

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

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

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

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

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

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

### **1.12 Proposer Expenses**

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

### **1.13 Proposer Acceptance**

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

## **2 PROPOSALS**

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

### **2.1 Request for Proposals Required Document Format**

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

#### **Tab 1: Cover Letter**

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

#### **Tab 2: Corporate Background and Experience**

Include background information on the firm and provide detailed information regarding the firm's experience with similar projects. Provide a list of all similar contracts performed in



the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address).

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

**Tab 3: Financial Information**

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

1. Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement **and**, if the audited or reviewed financial statements were prepared more than six (6) months 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

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

OR

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

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

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

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

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

**Tab 4: Project Understanding, Approach and Schedule**

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and 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.

**Tab 5: Team Firm, Experience and Certifications**

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals 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. A project-specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

**Tab 6: Cost**

Please provide electronically in response to this RFP a proposed pricing and cost schedule. Hourly rates shall be fully burdened to include all costs, all applicable overhead and profit (including lodging, meals, and transportation). Attach any additional pricing details.

**2.2 RFP Documents**

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

### 3 PROPOSAL EVALUATION

#### 3.1 Proposal Evaluation Criteria (Stage 1)

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

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

Criteria	(a) Weight	(b) Score (0-3)	(a) x (b) Weighted Score
<i>Product Functionality</i>	30		
<i>Vendor Support Services</i>	20		
<i>Proposed Cost</i>	20		
<i>Vendor Experience in Industry</i>	15		
<i>Vendor Financial Stability</i>	15		
<b>Final Score</b>			

#### Score Points

0- Missing or Does Not Meet  
Expectation

1- Partially Meets Expectation

2- Meets Expectation

3- Exceeds Expectation

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

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

A—the lowest Proposer's cost.

B—the Proposer's cost being scored.

C—the maximum number of cost points available.

D—Proposer's cost score (points).

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

### **3.2 Interview/Demonstration (Stage 2)**

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

### **3.3 Final Selection**

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

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

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

### **3.4 Notice to Proposers Regarding RFP Terms and Conditions**

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

### **3.5 Contract Term**

The contract will state a completion date for the software implementation work. Following the software implementation, the post-implementation services will have an initial term of three (3) years, beginning on the go-live date of the software. At the end of the current term, the City shall have the option, in its sole discretion, to renew the contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

## 4 SCOPE OF SERVICES

Awarded Contractor shall provide services, all as set forth in this RFP and more particularly described in this Section 4.

The City is soliciting proposals from qualified vendors of an Audit Software System whose solution meets or exceeds current City requirements and provides a solution set that will allow the City to continue to leverage this investment well into the future. The City has a preference that responding vendors propose a fully-integrated solution that will include the components outlined below. Even if vendors cannot meet every requirement, vendors are required to provide responses to all criteria requirements, including pricing. An outline of our needs for an Audit Software Solution has been provided as follows:

### **Software Functionalities Needed:**

- *Web-based solution*
- *Standardization features for audit engagement profiles and workpapers*
- *Customization of the platform's naming conventions for sections and workpapers*
- *Platform integration with Microsoft Office 365 workpapers*
- *Capability to upload and store audit workpapers of diverse digital formats*
- *Capture preparer and reviewer sign-offs to record workpaper review*
- *Communication features to contact auditees for various audit requests*
- *Track and record the condition, criteria, cause, effect, audit recommendations, and management responses for potential and actual audit issues*
- *Send automated status update notifications to auditees and receive their responses for outstanding audit issues*
- *Facilitates linking of organizational risks between engagements and workpapers*
- *Creation of team checklists and surveys within the software solution*
- *Functionality to record workpaper quality control reviews*

### **Support Services Requested – Vendor Provided:**

- *Implementation services – setup, integration, and/or interfacing*
- *Development of application user guides*
- *Training for audit staff and stakeholders*
- *Ongoing hosting services*
- *Cloud security and protection of data confidentiality*
- *Ongoing technical support and software maintenance services*
- *Software modification services*
- *Change management assistance*

### **Access, Data Ownership, and Other Requirements:**

- *Data ownership retained with the City after any event of contract termination*
- *Proposed vendor pricing requested for six user licenses for audit staff*
- *Unlimited auditee access to view outstanding audit issues and respond to requests*
- *Pricing scheduled as an annual subscription fee*
- *Software solution contract length offered between three to six years*

The Office of Internal Audit primarily focuses our audit work on Performance Auditing and internal Control Process Reviews following the US Government Accountability Office's Government Auditing Standards (Yellowbook). We currently use a non-web-based audit software solution that is stored on a City-hosted server. Our current solution allows for naming convention customization by audit phase and workpaper and captures all but the "web-based solution" criteria listed under the "Software Functionalities Needed" section above. Additionally, our office created and utilizes workpaper templates (formatted with Microsoft Office products) to document audit procedures, evidence, and reports. These workpaper templates align with YellowBook Standards and as such, it is essential that we can continue utilizing these workpaper templates with the proposed web-based audit software solution.

#### **4.1 Application Software**

As the City of Raleigh is considering a Vendor hosted solution, the Vendor is required to provide a general description of the product and how it will meet requirements of this RFP. The solution should provide for a web-based application. This section must address, at a minimum, the following items:

1. Describe your overall proposed audit software solution. See Section 4.2 for the City's expected product functionality needs and Section 4.3 for requested support services.
2. Describe the product direction for the company, including but not limited to time frames of any adjustments in the application's functionality and details of those possible changes.
3. Describe unique aspects of the Vendor's solution in the marketplace.
4. Describe integration components of the application that could incorporate GAO YellowBook Standards into the solution.
5. Describe the types of access that can be provided to audit staff and stakeholders.
6. For any third party products proposed that are integrated with the Vendor's solution provide the following for each product:
  - a. Reason that this product is a third-party product versus being part of the software Vendor's solution.
  - b. Extent to which this third-party product is integrated with the Vendor's solution.

#### **4.2 Specific Required Software Functionalities:**

Please indicate on the proposed software solution's software functionalities and capabilities:

1. Describe how the platform tracks audit activity by phases from planning to audit report release.
2. Describe the software customization features for items such as creation of engagement profiles, workpaper templates, platform naming conventions, etc.
3. Describe how the software allows for standardization for audit engagements and workpapers.
4. Describe how our office's existing workpaper templates can be integrated into the software solution.
5. Describe the types of digital formats that can be uploaded to the software and how audit evidence is uploaded.
6. Describe how audit review activity is recorded in the platform and describe any sign-off features within the software.

7. Describe any tools in the platform that assist in workpaper cross-referencing.
8. Describe any communication features between the auditor and auditees. Please include information including but is not limited to: the communication type, frequency, what can be communicated between both parties (e.g., requests, surveys, responses, documents, etc.), types of notifications, indication of whether the communication can be consolidated, and any automation functions when sending and receiving.
9. Describe how audit issues are recorded in the platform. Please include information including but is not limited to: details on whether the platform can capture information around the condition, criteria, cause, effect, and recommendations; details on whether management responses to audit issues can be requested to auditees through the platform; and details on what types of information that can be collected when an auditee responds.
10. Describe how outstanding audit issues are tracked. Please indicate if automated and consolidation features are available for tracking and communicating status updates.
11. Describe how organizational and engagement level risks are documented in the platform. Please provide information disclosing if risks can be linked to workpapers and engagements.
12. Describe any reporting capabilities within the platform (such as dashboards).
13. Describe if any checklists or surveys can be created by the platform.
14. Describe how quality control reviews can be performed and recorded within the platform.

#### **4.3 Data Ownership:**

Please describe data ownership and migration in the event of a contract expiring or terminating. Please describe what type and forms of data the City of Raleigh will have access to and the steps for data migration. The City of Raleigh expects that these data mitigation efforts into another platform agnostic solution in the event of contract termination will be at no charge to the City.

#### **4.4 Proposed Pricing:**

Please describe the proposed pricing model for six user licenses with full software access in accordance to all of the elements within this RFP. Please include information including but is not limited to: pricing by component (i.e., implementation fee, service fee, maintenance fee, etc.), any price increases for adding additional user licenses, the frequency of subscription payment, and any pricing structure changes by each subscription year.

#### **4.5 Required Support Services**

##### **4.5.1 Hosting:**

1. Please describe your vendor hosted model, including: hosting, integration, help desk, provisioning and desktop management capabilities, deployment model (dedicated servers, shared environment, etc.), impact to the City of Raleigh's network and bandwidth, and any partners that may be involved in service delivery.

2. Please describe your proposed service level agreement, including any tiered levels of service, response times, and standard metrics.
3. Please describe your support model.
4. Please describe your data center and storage facilities, including: locations, staffing, physical security, environmental controls (including redundant power), redundancy/load balancing capabilities, data backups, disaster recovery capabilities, whether you own the data center or service is provided by a third party, and if data of public sector clients is shared on the same servers as private sector clients.
5. Please describe your logical security, including: firewall security, authentication controls, and data encryption capabilities.
6. Please describe how cybersecurity incidents are reported in your organization and what process is in place to notify customers of such incidents.
7. Please describe your change management, upgrade, and patch management policies & practices.
8. Describe your systems administration/management capabilities including: monitoring of performance measures, intrusion detection, and error resolution.
9. Describe how you will help the City of Raleigh move to a new operation at the end of the contract term or if the contract is terminated, include the process for notifying of termination.
10. Describe how you provide adequate segmentation if your solution uses multi-tenant architecture.
11. Describe your proposed methods for access to data stored within the tables in the client's database.
12. Describe your database backup and system recovery procedures and how National Institute of Standards and Technology (NIST) Standards are being met.
13. Please provide a copy of your most recent SOC 2 report.
14. Where applicable, the vendor shall certify in its proposal that it meets Data Security Standards (DSS) and NIST Standards if recommended for award, shall illustrate compliance.
15. Please attest if all data is stored within the United States. If data is stored outside the United States, please provide the country in which the data is stored.

#### **4.5.2 Information Security**

Please provide information regarding cybersecurity and information security practices within your organization:

16. Please attest if your organization is certified to ISO-27001 and if so, please provide a copy of your certificate.
17. What, if any, information security standard, framework, law, regulation, or contractual obligation did your organization reference to create and maintain your information security program? To what extent is your program compliant with that reference?
18. Does your organization have a chief information security officer (CISO)?
19. Is there a cross-organizational committee that meets regularly on cybersecurity issues?
20. Have you participated in a cybersecurity exercise with your senior executives?
21. How do you prioritize your organization's most critical assets?
22. How do you specifically protect customer information?
23. How are cybersecurity incidents reported?



24. Have you ever experienced a significant cybersecurity incident? Please define and describe it.
25. When was last time you had a cybersecurity assessment performed by a third-party organization? What percent of the findings did you remediate?
26. When was last time you had a cybersecurity assessment performed by a third-party organization? What percent of the findings did you remediate?
27. When was last time you had a cybersecurity assessment performed by a third-party organization? What percent of the findings did you remediate?
28. What were the results of your most recent vulnerability assessment or penetration test? What percent of the vulnerabilities identified did you remediate?
29. Describe the size, experience and expertise of your IT security staff.
30. Do you outsource any IT or IT security functions to third-party service providers? If so, who are they, what do they do, and what type of access do they have to your systems and system information?
31. What types of cybersecurity policies do you have in place in your organization today? Describe if they are aligned to and/or compliant with a standard security framework such as ISO-27001, NIST CSF, COBIT, or others.
32. How frequently are your employees trained on your IT security policies, and do you use automated assessments?
33. How do you inventory authorized and unauthorized devices and software?
34. Have you developed secure configurations for hardware and software?
35. How do you continuously assess and remediate your organization's cyber vulnerabilities?
36. How do you assess the security of the software that you develop and acquire?
37. What processes do you use to monitor the security of your wireless networks?
38. Do you have a data recovery capability?
39. How do you securely configure your network infrastructure?
40. Do you have automated tools that continuously monitor to ensure malicious software is not deployed?
41. Describe the processes and tools you use to reduce and control administrative privileges.
42. Do you blacklist or whitelist communications?
43. How do you analyze security logging information?
44. How do you monitor privileged accounts?
45. What processes do you have in place to prevent the exfiltration of sensitive data, particularly sensitive customer data like ours?
46. How do you plan for and train for a cybersecurity incident? What processes do you have in place to respond to an incident? Do you regularly practice those things?
47. Do you conduct regular external and internal tests to identify vulnerabilities and attack vectors, including penetration testing, red team exercises, or vulnerability scanning?
48. From whom do you receive cyberthreat and cyber vulnerability information and how do you ingest that information?
49. What types of physical protection do you have in place to prevent unauthorized access to data or infrastructure assets?
50. How do you manage remote access to your corporate network?
51. How do you employ network segregation?
52. Do you have a removable media policy and controls to implement the policy?
53. Have you identified any third parties who have access to your network or data? How do you oversee their security initiatives?

54. How do you monitor your network to alert to cybersecurity events?
55. How do you monitor your third-party service providers?
56. How do you monitor for unauthorized personnel, connections, devices, and software?
57. Describe the process you have in place to communicate to us security incidents affecting our data.

#### **4.5.3 Implementation Plan:**

The Vendor is to provide an implementation plan in narrative format supported by an activity-level project plan using Microsoft Project that details how the proposed solution is to be implemented. This implementation plan should include the following elements:

- General Implementation Approach
- Project Management Approach
- Any Hardware, Software & Storage Design and Installation
- Report Development
- Integrations and Interfaces
- Training
- Change Management Approach
- Testing
- Operational Redesign
- System Documentation and Manuals
- Business Recovery and Disaster Recovery Plans
- Knowledge Transfer

The Vendor should not be constrained to only include the above items in the Vendor's proposal response if the Vendor feels that additional elements may add value to the overall implementation. The City requests that the Vendor provide their work plan in a Microsoft Product format as part of the proposal response.

**It is expected that the Vendor will lead the efforts in each of the implementation areas described below unless stated otherwise.** Further details on what is to be provided as part of the Vendor's proposed implementation plan are included in the following subsections.

#### **4.5.4 General Implementation Approach**

Provide a general overview of the implementation approach you plan to use for the City that includes addressing the following items:

1. Describe how you transition from the sales cycle to the implementation phase of the project.
2. Describe key differentiators of the approach as it relates to implementing a solution on time, within budget and with the ability to meet the needs of a diverse client like the City.
3. Describe how you conclude on a preferred implementation phasing.
4. What is your recommended approach for this implementation?

Any unique tools, techniques or methods that you use should be described in this section.

#### **4.5.5 Project Management Approach**

The City expects the Vendor to provide project management resources leading to the successful deployment of the system. This project manager will work as a team member with the City's Implementation Team. It is expected that this project manager will be available as appropriate to team with the City of Raleigh project manager and Implementation Team. This project manager should be an employee of the Vendor. Any costs related to implementation should be clearly denoted in the pricing section of this RFP.

As part of any significant engagement, the City employs a project management approach that is based on the Project Management Institute's project management body of knowledge (PMBOK). The City would expect responding Vendors to adhere to such standards as part of the project.

1. Provide an overall description of the Vendor project management approach towards this type of engagement and projected timing for major phases.
2. Provide a high-level work plan for achieving the successful deployment of your proposed system.

#### **4.5.6 Hardware, Software and Storage Design and Installation**

The Vendor is expected to set up (or expand) a hosting environment and provision, configure and test all system software for the hosted solution.

#### **4.5.7 Integrations and Interfaces**

It is expected that information generally would need to be entered only once into the system. Components within the system should be integrated in real-time with each other such that batch processes are not required to transfer information from one area of the system to another unless that is the preference of the City. Existing City interfaces between core applications that may currently exist or shadow systems that will likely be replaced are not included as they are assumed to be included in an integrated system.

In addition, if integration or interfacing with City IT systems are necessary for implementation:

1. Describe the extent to which the various components are integrated together versus being purchased separately and interfaced.
2. Describe your approach towards interfacing and integration with other solutions including use of specific tools, methods and standards.
3. Describe data exchange standards (e.g. XML, Web Services, or EDI) supported or provided by your product.
4. As it pertains to the City's technical environment, identify potential issues for integrating with specific technologies that are used within the City.
5. If local customizations are made, do you provide any tools or assistance to easily incorporate customizations into new version/release of your software?

#### **4.5.8 Training**

The City intends to utilize an **End User Training Approach**: All end-user and technical training will be performed virtually through implementation and be performed by the Vendor.

1. End user implementation training will be provided by the Vendor and include joint participation by the relevant City process owner team lead supporting the process area in the new software system.
2. Technical Implementation training will include training for City IT staff on the technologies required to support the new Audit Software Solution.
3. These training efforts should be recordable and available for City staff at any time after implementation.

The Vendor should provide an overall description of the training method, including the following:

- General timeframes the training will be conducted
- The Vendor must list the nature, level, and amount of training to be provided in each of the following areas:
  - a. Technical training (e.g., programming, operations, etc.)
  - b. User training
  - c. Other stakeholders
  - d. If any additional costs are associated with training, provide a pricing schedule by component

#### **4.5.9 Operational Redesign**

With the deployment of a new application, the City wishes to take advantage of capabilities within the software that provide support for operational improvements. Vendors are requested to describe their approach towards operational redesign including discussion on the optimal time in which to conduct redesign as it relates to implementation of the new software.

#### **4.5.10 Organizational Change Management Approach**

The City recognizes that a movement from the current environment to a new solution will present change management challenges. The Vendor should clearly identify their approach towards Organizational Change Management including any unique approaches or tools that will be used.

#### **4.5.11 Testing**

The Vendor should describe their recommended approach to the following types of testing that are anticipated to be performed on the project and the type of assistance they anticipate providing to the City related to system, integration, stress/performance, user acceptance testing (UAT).

#### **4.6 System Documentation and Manuals**

The Vendor is expected to provide user manuals and online help for use by the City as part of the initial training and on-going operational support. Additionally, the Vendor is expected to provide technical documentation such as interfaces and network designs.

1. Describe what documentation (user guide, technical guide, training materials, etc.) is available on the system proposed and any related costs.
2. Describe what types of documentation you anticipate developing during the course of the project.
3. Describe what types of documentation are accessible to the user via the software solution (ex. help files, etc.).

#### **4.7 Technical Support Services**

The Vendor is expected to provide technical support services after the implementation period and go-live date. Please describe the technical support model. Please include components including but not limited to:

1. Types of technical support offered for technical issues, maintenance, change management, software modifications, and platform customizations. Examples of technical support options include:
  - a. Live-person online support (e.g. system tuning, application configuration, interface issues, report development, network optimization, user training and tips to optimize the user experience)
  - b. Help Desk services (If there is a service level agreement for your help desk, please provide a copy with your RFP response.)
  - c. Online knowledgebase (i.e. – how it is accessed, who updates it, etc.)
2. How technical support can be contacted
3. Availability of the support services
4. General response timelines
5. What levels of support our organization may need to provide or assist with any post go-live technical support.
6. Provide a pricing model for any technical support services.

#### **4.8 Maintenance and Service Update Services**

Please describe the vendor's process over maintenance and software updates for the audit software solution. Please include the level of support (if any) City staff are expected to

provide to assist the vendor with such services. Maintenance windows should be scheduled outside of normal business hours and notification should be provided to City staff.

#### **4.9 Business Recovery and Disaster Recovery Plans**

Please describe the services you provide around business recovery and disaster recovery, if any, as part of your proposed solution.

#### **4.10 Knowledge Transfer**

The Vendor should describe their process for ensuring that a transfer of knowledge occurs back to City staff such that staff is capable of supporting and maintaining the application in the most proficient manner once the Vendor implementation engagement is complete.

#### **4.11 Staffing Plan**

1. 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. If the Vendor is using a subcontractor please include information on subcontracting staff being used and their specific role on the project.

2. Please provide an overall project organizational structure for City staff involvement during the project. Identify the roles and responsibilities of each component of this structure. This includes an appropriate governance structure in which to manage the project.

#### **4.12 Sample License Agreement**

Please provide a sample license of the proposed software solution with all available components of the recommended solution that meet the City's product functionality needs (Section 4.2). The City will review the sample demonstration during the evaluation period as stated in the Proposal Timeline above (Section 1.3).

## **APPENDIX I**

### **PROPOSAL COST FORM**

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

\$\_\_\_\_\_.

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

\_\_\_\_\_

Firm Name: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title of Signer: \_\_\_\_\_

## APPENDIX II PROPOSER QUESTIONNAIRE

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

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



**APPENDIX III**  
**REFERENCE QUESTIONNAIRE**  
**(Instructions)**

***(RFP#274-0001 Audit Software Solution)***

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

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

**APPENDIX III**  
**REFERENCE QUESTIONNAIRE FORM**  
**(RFP#274-0001 Audit Software Solution)**

\_\_\_\_\_  
**(Name of Business Requesting Reference)**

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

This form is to be returned to the City of Raleigh, **Lauren Evans**, via email to [Lauren.evans@raleighnc.gov](mailto:Lauren.evans@raleighnc.gov) no later than **5 p.m. EST, October 24, 2023** and **MUST NOT** be returned to the company requesting the reference.

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

**Company Providing Reference**

**Contact Name and Title/Position**

**Contact Telephone Number**

**Contact Email Address**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Questions:

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

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

☐ 3= Excellent

☐ 2= Satisfactory

☐ 1= Unsatisfactory

☐ 0= Unacceptable

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by the company?  
☐ 3= Excellent      ☐ 2= Satisfactory      ☐ 1= Unsatisfactory      ☐ 0= Unacceptable

Comments:

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

Comments:

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

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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# APPENDIX IV

## MWBE PARTICIPATION FORM

### IDENTIFICATION OF MWBE PARTICIPATION FOR INFORMAL CONTRACTS

Contract amount is between \$30,000.00 - \$299,999.99

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

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

\*MWBE Classifications:

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

☐ **WORK TO BE SELF-PERFORMED**

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

#### MWBE SUBCONTRACTORS

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

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

\*MWBE Classifications:

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

**Total Estimated MWBE Utilization\***

\$ \_\_\_\_\_

**Total Proposal Amount\***

\$ \_\_\_\_\_

**Percent Estimated MWBE Utilization\***

\_\_\_\_\_ %

(Total Estimated MWBE Utilization divided by Total Bid Amount)

## **APPENDIX V**

### **CONTRACT STANDARD TERMS AND CONDITIONS**

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

1. **Compensation; Time of Payment**

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

2. **Workmanship and Quality of Services**

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

3. **Non-discrimination**

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

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

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

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

5. Assignment

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

6. Applicable Law

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

7. Insurance

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

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

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

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

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

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

written specifics as to which coverage is no longer in compliance. **The Certificate Holder address should read:**

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

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

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

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

8. Indemnity

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

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

9. Intellectual Property

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

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets

invented, developed, created or discovered in performance of this Contract shall be the property of the City.

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

10. Force Majeure

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

11. Advertising

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

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

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

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

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

13. Communications

If communications to the public and/or City employees are required as part of the Contractor's scope of work under this Contract, then the Contractor shall work with the City in the development of a communications plan ("Communications Plan") that must



first be approved by the City in writing before any such communications are delivered to the public and/or City employees.

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

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

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

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

a. Communications Plan Approval:

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

b. Accessibility Requirements:

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

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

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

c. Languages:

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

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

d. Content:

For any communications content that the Contractor is required to generate, or have generated, as part of its scope of work under this Contract, the Contractor shall send such content to City Communications Department staff in raw, high-resolution format for inclusion in communications materials to be made accessible to the public and/or City employees as set forth in the Communications Plan that arises from this Contract (i.e., websites, mobile applications, printed materials collateral, and social media). PDF attachments shall be used only as a last resort and only after written approval by the City, with such written approval to be provided by the City in electronic mail format as described elsewhere in this Section 13.

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

14. Cancellation

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

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

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

15. Laws/Safety Standards

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

All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and

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

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

Contractor shall effectively manage their safety and health responsibilities including:

a. Accident Prevention

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

b. Environmental Protection

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

c. Employee Education and Training

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

16. Applicability of North Carolina Public Records Law

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

17. Miscellaneous

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

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

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

18. Right to Audit and Access to Records

- a. The City may conduct an audit of any services performed and fees paid subject to this Contract. The City, or its designee, may perform such an audit throughout the contract period and for three (3) years after termination thereof or longer if otherwise required by law.
- b. The Contractor and its agents shall maintain all books, documents, papers, accounting records, contract records and such other evidence as may be appropriate to substantiate costs incurred under this Contract. The City, or its designee, shall have the right to, including but not limited to: review and copy records; interview current and former employees; conduct such other investigation to verify compliance with contract terms; and conduct such other investigation to substantiate costs incurred by this Contract.
- c. "Records" shall be defined as data of every kind and character, including but not limited to books, documents, papers, accounting records, contract documents, information, and materials that, in the City's sole discretion, relate to matters, rights, duties or obligations of this Contract.
- d. Records and employees shall be available during normal business hours upon advanced written notice. Electronic mail shall constitute written notice for purposes of this section.
- e. Contractor shall provide the City or its designee reasonable access to facilities and adequate and appropriate workspace for the conduct of audits.
- f. The rights established under this section shall survive the termination of the Contract, and shall not be deleted, circumvented, limited, confined, or restricted by contract or any other section, clause, addendum, attachment, or the subsequent amendment of this Contract.
- g. The Contractor shall reimburse the City for any overcharges identified by the audit within ninety (90) days of written notice of the City's findings.
- h. Contractor shall, upon request, provide any records associated with this engagement to the North Carolina State Auditor that are necessary to comply with the provisions of G.S. § 147-64.7.

19. E – Verify  
Contractor shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. § 64-25 et seq. In addition, to the best of Contractor's knowledge, any subcontractor employed by Contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. § 64-25 et seq.
20. Iran Divestment Act Certification  
Contractor certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, *et seq.* In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
21. Companies Boycotting Israel Divestment Act Certification  
Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

## **APPENDIX VI**

### **EXCEPTIONS TO THE RFP**

**CHECK ONE:**

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

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

9					
10					
11					
12					

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

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