

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



PHOTO CITATION (RED-LIGHT CAMERA) PROGRAM SERVICES - RE-Advertisement

COF1517011.1

ISSUED: June 12, 2026

DUE: August 7, 2026

The City of Fayetteville is soliciting proposals from qualified firms to provide a comprehensive, turnkey Photo Citation Program for automated enforcement of red-light violations in accordance with North Carolina law.

Funding Source: General

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
kimberlytoon@fayettevillenc.gov
(910) 433-1942

PROPOSERS ARE NOT REQUIRED TO RETURN THIS FORM



A message from the City of Fayetteville City Manager, Dr. Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to providing Small Local Business Enterprises (SLBEs) and small businesses an equal opportunity to participate in all aspects of City contracting, including but not limited to participation in the procurement of contracts relating to construction, professional services, equipment, supplies, and improvements to facilities throughout the City.

It is the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, national origin, age, or disability, and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is committed to following all applicable federal, state, and local laws as they relate to procurement practices.

Small Business Participation Commitment

The City will actively seek and identify qualified small businesses, including SLBEs, and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts. The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors.

Small Business Enterprise Program

The City's Charter has been amended by the General Assembly (H.B. 198) to establish a small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include measures to enhance participation by small business enterprises located in Cumberland and Hoke Counties, including:

- Arranging solicitations, specifications, and contract requirements to facilitate small business participation
- Providing technical assistance and capacity building programs
- Carrying out information and communication programs on contracting procedures and opportunities
- Implementing outreach programs to identify and engage qualified small businesses
- Offering supportive services to help small businesses compete effectively
- Ensuring prompt payment to subcontractors
- Simplifying bonding and insurance requirements where appropriate

Federal and State-Funded Projects - Important Notice

In accordance with state directive following the U.S. Department of Transportation's October 3, 2025 Interim Final Rule to 49 CFR Part 26:

FAYETTEVILLE^{NC}

AMERICA'S CAN DO CITY

For Federally-Funded Contracts:

- No DBE goals may be established for federally-funded contracts until further guidance is provided by the state
- All existing DBE certifications are in suspended status pending Unified Certification Program (UCP) reevaluation under new individualized disadvantage standards
- Firms are not required to submit DBE participation commitments at this time

For State-Funded Contracts:

- No MB/WBE goals may be established for state-funded contracts until further guidance is provided by the state

The City will continue to facilitate participation by all qualified small businesses through the measures listed above and will resume DBE and MB/WBE program activities once the state provides further guidance.

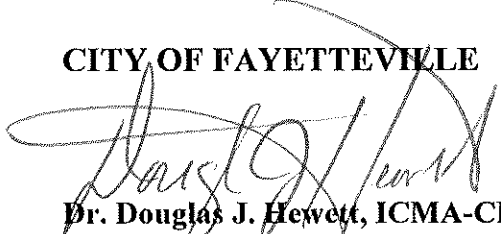
Equal Opportunity for All

The City is committed to:

- Providing equal access to contracting opportunities for all qualified businesses
- Removing barriers to small business participation
- Supporting economic development and capacity building in our community
- Ensuring fair and open competition in all procurements
- Maintaining compliance with all applicable federal, state, and local requirements
- Supporting diversity in our supplier and contractor base

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE



Dr. Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **10:00 a.m., August 7, 2026**, at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

Photo Citation (Red-Light Camera) Program Services RE-Advertisement

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

The bid opening will be held at **10:00 a.m., August 7, 2026**, at City Hall, 433 Hay Street, Fayetteville, NC 28301, for the project entitled, **“Photo Citation (Red-Light Camera) Program Services RE-Advertisement ”**.

Plans, specifications and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov

The City reserves the right to reject any or all bids and to waive all informalities concerning this bid. This bid will be awarded to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

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1. Objective, Purpose, and Background

1.1. Introduction

The City of Fayetteville, North Carolina (“City”) is soliciting proposals from qualified firms (“Proposer”) to provide a comprehensive, turnkey automated Photo Citation (Red-Light Camera) enforcement program (“Program”) in accordance with North Carolina law. The Program is intended to enhance motorist and pedestrian safety, improve compliance with traffic signal regulations, and reduce crashes associated with red-light violations through proven automated enforcement technology.

The selected Proposer shall furnish, install, operate, maintain, and support all components of the Program, including camera systems, violation processing, customer service, adjudication support, and required interfaces with the Fayetteville Police Department (“FayPD”) and the Public Services – Traffic Services Division. The Proposer shall also provide administrative support and coordinate with all relevant City departments and partner agencies in the implementation, operation, and ongoing management of the Program.

The Program will be deployed at intersections identified by the City based on safety data, with an initial implementation of approximately ten (10) camera systems (see **Appendix A**) and the potential for expansion during the contract term. The selected Proposer may be required to support site evaluations and recommend additional locations as requested by the City.

This Program is intended to serve as a force multiplier for FayPD, enabling officers to focus on priority public safety functions while maintaining consistent enforcement of traffic laws. FayPD will retain oversight authority and review violations prior to citation issuance.

The City intends to award a multi-year contract to a single Proposer for a fully turnkey solution. The Proposer shall provide all equipment, software, personnel, and services necessary to implement, operate, and maintain the Program in compliance with all applicable laws. The City will not assume ownership of equipment and does not guarantee a specific number of locations or volume of work.

Revenues generated from civil penalties will be distributed in accordance with North Carolina law, consistent with the Program’s emphasis on safety and voluntary compliance.

The City is committed to a fair and competitive procurement process and seeks proposals from firms with demonstrated experience delivering similar programs for public agencies of comparable size and complexity.

2. Proposal Submission Requirements

Proposers are required to submit:

- One (1) signed original proposal
- Five (5) hard copy proposals
- One (1) electronic copy of the proposal on a USB flash drive

The **electronic copy** must:

- Include all required documents in PDF format, readable without passwords

Each Proposer is required to submit its proposal in a sealed package with the Proposer's name, RFP number, and proposal closing time/date clearly marked on the submission. The proposal packages shall be arranged and presented as stipulated in **Section 2.4**.

The City will receive proposals no later than **10:00 a.m. EST, AUGUST 7, 2026**. The proposal packages are to be delivered to:

Mailing Address

PROPOSAL TITLE: City of Fayetteville Photo Citation (Red-Light Camera) Program Services
City of Fayetteville Purchasing Office
Attn. Kimberly Toon, Purchasing Manager
433 Hay Street
Fayetteville, NC 28301

Office Address

PROPOSAL TITLE: City of Fayetteville Photo Citation (Red-Light Camera) Program Services
City of Fayetteville Purchasing Office
Attn. Kimberly Toon, Purchasing Manager
433 Hay Street
Fayetteville, NC 28301

Electronic submissions via email or fax will not be accepted. Proposals must arrive by the deadline regardless of the delivery method. Proposers are responsible for ensuring timely delivery; any proposals received after the submission deadline will be rejected.

Confidential information must be clearly marked as "CONFIDENTIAL" on each applicable page, and Proposers must provide a redacted version for public record requests.

Submittals shall be limited to a maximum of thirty (30) typewritten pages (8½" x 11", font size 10 or larger). These pages shall be printed double-sided onto fifteen (15) sheets of letter size (8½" x 11") paper. Promotional literature, brochures, etc. will be considered as part of the page limit. The front and back cover, tabs, acknowledgment of addendum, as well as appendices and exhibits **will not be** counted toward the page limit. Packages which exceed the page limit may be rejected as non-compliant.

2.1. RFP Terms and Conditions

By submitting a proposal, Proposers agree to comply with all terms, conditions, and specifications as outlined in this RFP. This includes the City's Contract requirements, Contract terms and conditions, and any addenda issued prior to contracting. The terms specified in this document will form part of the final Contract between the City of Fayetteville and the selected Proposer.

The City's Purchasing Department reserves the right to

- reject any or all proposals,
- cancel or modify the solicitation at any time, and
- request clarifications from Proposers as needed.

Proposers shall maintain the pricing, terms, and conditions of their proposal for a minimum of 150 calendar days from the proposal due date. The selected Proposer will be bound by their proposal upon award of the contract.

2.2. Schedule

The City has established the following schedule for the procurement process:

Milestone:	Date:
RFP Issued	June 31, 2026 ReAdvertise
Questions Due	N/A – Readvertisement; no question period.
Reponses to Questions Issued	N/A – Readvertisement; no question period.
Proposal Dues	August 7, 2026 at 10:00am
Finalist Interviews Begin (if needed)	Week of August 17 , 2026
Notification of Selection / Denial	Week of August 24, 2026
Target to Execute Contract	(4 – 8 Weeks After Selection)
Red-Light Camera Program Services Start	(Following Contract Execution – TBD)
Red-Light Camera's Operational	July 1, 2027

The City reserves the right to revise the schedule in its sole discretion

2.3. RFP Questions

Proposers are encouraged to submit written questions if they require clarification on any portion of the RFP. All questions must be submitted in writing via email to:

Email: COFBiddingQuestions@fayettevilleNC.gov

Subject Line: RFP – Photo Citation (Red-Light Camera) Program Services
RE-Advertisement

It is the Proposer's responsibility to ensure that all addenda have been reviewed, signed, and returned. A signed copy of each addendum must be included in the proposal package in the appendix section. Prospective firms are strictly prohibited from contacting any City official or employee regarding this Request for Qualifications, except in the manner prescribed above. Violation of this provision may result in the disqualification of the firm's submittal.

For any requests for **Appendix C, D, and E** excel files, please email Kimberly Toon at the previous e-mail noted above.

2.4. Proposal Format and Content Requirements

The Proposer's proposal must include the required sections below. Proposals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The tabbed sections and appendices shall be named as noted as follows:

1. Tab 1 – Company Information and Executive Summary
2. Tab 2 – Firm Qualifications and Experience
3. Tab 3 – Staff Qualifications and Expertise
4. Tab 4 – Requirements, Documentation, and Service Approach
5. Tab 5 – Preferences Approach
6. Tab 6 – Proposed Pricing and Financial Stability

Complete responses are required, and failure to submit this information may render the proposal nonresponsive. All submittals must contain the following requested information:

2.4.1. Company Information and Executive Summary

Each Proposer must begin their proposal with an introduction that provides the following:

Company Information:

1. **Firm Name and Business Address:** Include the official legal name, business address, phone number, fax number, and email address of the firm submitting the proposal.
2. **Legal Structure:** Identify the legal nature of the firm (corporation, partnership, sole proprietorship, etc.) and provide the names of all principals, officers, and the project team key personnel.
3. **Year Established:** Provide the year the firm was established, including any former firm names and years of establishment, if applicable.
4. **Authorized Negotiator:** Include the name, title, address, phone number, and email of the individual authorized to negotiate on behalf of the firm.

Executive Summary:

1. Provide a high-level overview of the firm's technical approach to providing the requested services. The Proposer should highlight key strengths, approaches, and capabilities in meeting the RFP requirements. This summary should be written in plain language (i.e., non-technical) and should focus on the firm's overall value to the City and understanding of the RFP.

In addition to the information above, **Appendix F** must be submitted with all proposals.

2.4.2. Firm Qualifications and Experience

In this section, the Proposer must provide a comprehensive overview of their firm's qualifications and experience, specifically related to Photo Citation Program Services and similar services. This section of the proposal should include the following information:

Qualifications: The proposal should provide a detailed description of the firm's history, focusing on prior government or municipal contracts. **Qualified firms are limited to those that have provided photo citation program services within the past five (5) years in accordance with federal and state requirements.**

Performance and Case Study References: Proposer should demonstrate all relevant experience providing photo citation program services within the past five (5) years. Proposers should focus on recent projects that illustrate the firm's current capacity and expertise by briefly describing example projects or contracts. If relevant, the Proposer should identify differences and similarities to requested scope of services and then explain how any differences would be accommodated.

Proposer should provide **three (3) case studies with references** for which the Proposer is or has provided services like those required herein, **within the past five (5) years**. These references are to be recorded in **Appendix B**. Proposer is welcome to provide additional case study information, but all examples should demonstrate the quality of its services and/or the value delivered to perspective client. For each reference, please include:

1. The name of the municipality, along with a contact person who can verify the contract.
2. The date the proposal was submitted and when the contract began.
3. A copy of the cost proposal (you may redact any confidential details).
4. A note confirming the contract is still in effect and its expected end date.
5. The system uptime for their respective program
6. The citation accuracy for their respective program.

Non-Performance History: Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to photo citation program services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to photo citation program services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the following:

1. Name of the claim, arbitration, litigation, or action
2. Name of the claimant
3. Date of alleged occurrence
4. Amount at issue, if applicable
5. Criminal or civil charges alleged, if applicable
6. Disposition of the claim, arbitration, litigation, or action

A nationwide performance history must be submitted. If there are no such infractions/actions,

Proposer should so state.

Financial Capability: Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, as referenced in **Section 5.3**, and **Appendix G**.

Previous Experience: Proposer shall identify if it has previously provided services for the City, what services were provided, and the terms of such services. Any previous partnership with the City will be evaluated and considered as part of the qualification criteria.

2.4.3. Staff Qualifications and Expertise

The Proposer shall provide details on the key personnel who will be assigned to this project and how the proposed team provides the City an expert, reliable, and experienced staff to operate and manage the full set of services required. This section should include the following:

1. **Organizational chart:** An organizational chart showing the structure of the project team, including key project staff and their critical roles and responsibilities.
2. **Staffing:** Description of the firm's approach to staffing, ensuring that there are sufficient resources and capabilities available to meet all Contract requirements and that personnel are properly trained and certified where necessary. Indicate whether key personnel were involved with case study examples and in what capacity they were involved.
3. **Resumes:** Resumes of key personnel that detail their qualifications, experience, and specific roles on the project.

2.4.4. Requirements, Documentation, and Service Approach

Proposers must elaborate how they will meet the requirements identified as items **4.2.1 to 4.2.30 in the scope of work**. Additionally, while elaborating on the identified requirements in the scope of work, consider the following when addressing your proposal:

1. **Exceptions or Deviations:** Clearly identify any exceptions or deviations from the RFP requirements and include an explanation of the rationale behind each exception.
2. **Implementation Timeline:** Provide an implementation roadmap of the items identified in the scope of work.
3. **Subcontractors:** List all proposed subcontractors. The City must approve all proposed subcontractors that will be used in the performance of the work. Approval requires submission of a written request (this section) documenting why the subcontractor is needed. Therefore, please identify any and all subcontractors and describe their expertise and role in providing services for this RFP. Describe any prior experience or engagement with the subcontractor.
4. Describe the duties of each employee category including the duties and functions of the Manager proposed to oversee and manage the Photo Citation Program.

5. Describe the proposed maintenance plan for the Photo Citation Program assets, assuming the requirements outlined in the RFP.
6. Based on the scope of work, provide a detailed work plan and service schedule, the data collection instruments and methodology, and the communication plan for stakeholder engagement.

2.4.5. Preferences Approach

Proposer should clearly and concisely state whether they meet the preferences outlined in the scope of work. Specifically, their proposed approach should state whether they meet the preferences from **Sections 4.2.17** and **4.2.25**. These preferences are repeated below. Each preference met amounts to 2.5 points in the scoring criteria shown under **Section 2.5.3**.

1. **4.2.17.2** – Preference is given to systems with power separate from the traffic signal.
2. **4.2.17.6** – Preference will be given to systems that do not require additional cabinetry aside from that which houses the cameras.
3. **4.2.25.1** – Preference will be shown to proposers who can offer additional services, such as automated speed enforcement services and/or noise ordinance enforcement services.
4. **4.2.25.2** – Preference will be shown to proposers who:
 1. Show their system is permitted to be installed at locations under Federal Jurisdiction.
 2. Follows Federal Procurement Law regarding the source of equipment, software, and components.
 3. Is compliant with 2 CFR Part 200.
 4. Is compliant with Section 805 of the National Defense Authorization Act for Fiscal Year 2024.
 5. Does not enter into, renew, or extend a contract for the procurement of goods, services, or technology with any entity described in the Chinese Military Companies (CMC) List in accordance with Section 1260H of the William M. (“Mac”) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), or any entity subject to the control of an entity on the CMC List.

2.4.6. Proposed Pricing and Financial Stability

Proposer should describe their proposed pricing for the services requested by the City. The description and narrative of the management fee should align with the information submitted in the Pricing Forms (**Appendices C, D, and G**). Should the Proposer choose to put forth any additional pricing considerations, they should do so here, but should still fully complete **Appendix C, D, and G**. Appendices C, D, and E are provided in Excel Format. Appendices C, D, and E must be submitted in Excel format and a copy must be included in your submittal document.

The Proposer must demonstrate financial stability to illustrate the capacity to meet the terms of the Contract. Proposers shall submit financial statements with their proposals. Those financial statements shall include **Appendix G**. This documentation must demonstrate the Proposer’s financial ability to provide services and complete the contract.

Failure to submit **Appendix C, D, and G** as part of **Section 2.4.6** documenting the required management fee proposal will cause the proposal to be rejected.

2.5. Evaluation Process

Proposals will be evaluated by a selection committee consisting of subject matter experts and will be based on the criteria outlined in the RFP. This committee may include, but is not limited to, the City Traffic Engineer, Chief Financial Officer, Chief of Police, Assistant City Manager's, Assistant City Attorney's, and Fort Bragg personnel. The evaluation process follows this stepwise process:

2.5.1. Identification of qualified bidders

The selection committee will review all proposals submitted by the deadline and evaluate which Proposers are qualified. This evaluation will be based on whether the proposal:

1. Includes all required forms,
2. contains the requested technical and cost components, and
3. satisfies the required qualifications

The City is not bound to accept a proposal solely on the basis of lowest price and will initially evaluate qualified bidders based on the above criteria.

2.5.2. Evaluation of proposals from qualified bidders

Only proposals of qualified bidders will be fully evaluated by the selection committee. Evaluation of these proposals will include review and assessment of the following components and criteria:

Company Information and Executive Summary

1. Overall technical approach
2. Disclosure of company information
3. Demonstrated understanding of City's requested services

Firm Qualifications and Experience

4. Illustration of firm's qualifications to provide requested services
5. Demonstration of firm's experience providing requested services
6. Three (3) case studies with references, within past five (5) years

Staff Qualifications and Expertise

7. Inclusion of necessary personnel content
8. Demonstration of staff capacity and experience
9. Alignment of key personnel with case study examples
10. Demonstration of successful operation and management of Photo Citation (Red-Light Camera) Programs

Requirements, Documentation, and Service Approach

11. How you will address or elaborate on items identified under **Section 4.2.1** through **Section 4.2.30** in the scope of work
12. Timeline for operations and management initiation/transition
13. Exceptions or Deviation justification
14. Subcontractor justification

Preferences Approach

15. Does your approach meet the preference identified in **Section 4.2.17.2**

16. Does your approach meet the preference identified in **Section 4.2.17.6**
17. Does your approach meet the preference identified in **Section 4.2.25.1**
18. Does your approach meet the preference identified in **Section 4.2.25.2**

Proposed Pricing and Financial Stability

19. Proposed base pricing form (**Appendix C & D**)
20. Provided Certification of Financial Condition (**Appendix G**)
21. Overall best value to the City

2.5.3. Proposal ranking and shortlist identification

Fully evaluated proposals will be ranked according to the scoring of each proposal via our evaluation criteria (below). From the ranking process, the City will determine a shortlist of potential Proposers that will be considered for invited interviews. Evaluation of written submissions by the selection committee may be followed by interviews of shortlisted bidders, if necessary. The City's final decision may also be based solely on the written proposals. The City reserves the right to request additional information from the Proposers and to reject any and all proposals.

PROPOSAL EVALUATION CRITERIA

Photo Citation Program Services

Criteria	Max Score
Company Information and Executive Summary	10
Firm Qualifications and Experience	10
Staff Qualifications and Expertise	10
Requirements, Documentation, and Service Approach	35
Preferences Approach	10
Proposed Pricing and Financial Stability	25
Total Maximum Points Allowed	100

2.5.4. Interviewing shortlisted Proposers

The City will identify, contact, and schedule interviews with any Proposers. Those Proposers that interview will be further evaluated based on information from both the proposal and interview, and a new and final ranking will be arrived at.

2.5.5. Contract negotiations with selected Proposer

The top-ranked Proposer will be notified, and contract negotiations will be initiated by the City. The City reserves the right to negotiate terms and conditions with the selected Proposer before finalizing the contract. If negotiations fail, the City may enter negotiations with the next highest-ranked Proposer. The final decision for awarding a contract will be made by the City, and all Proposers will be notified of the City's decision in writing.

At the City's sole discretion, the City reserves the right to:

1. Supplement, amend, substitute, or otherwise modify this RFP solicitation at any time.
2. Cancel this RFP solicitation with or without the substitution of another.
3. Take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of the City.

4. Issue additional requests for information.
5. Require one or more Proposers to supplement, clarify or provide additional information in order for the City to evaluate the proposals submitted.
6. Conduct investigations with respect to the qualifications and experience of each Proposer.
7. Waive any defect or irregularity in any proposal received.
8. Reject any or all proposals.
9. Share the proposals with City employees other than the evaluation committee or City advisory committees as deemed necessary.
10. Execute any contract deemed by the City to be in the best interest of the City.

3. Notice To Proposers

This section outlines key notices for Proposers submitting proposals in response to the RFP. Proposers must review and comply with all notices to ensure their proposal meets the submission requirements and is considered for contract award.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint himself with conditions existing, shall in no way relieve the bidder of any obligations with respect to this RFP or the Contract. Proposers shall make their own determination as to conditions under which the services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create without extra cost to the City.

3.1. Legal Compliance

All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this RFP and the Contract throughout.

3.2. Nondiscrimination

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed and that employees are treated equitably during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.3. Modification or Withdrawal of Proposal

A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

3.4. Duration of Proposal

Each Proposer shall be bound by its proposal for a period of one-hundred and fifty (150) calendar days from the proposal submission deadline.

3.5. Prohibited Communications

During the time the procurement is active—from the date the RFP is issued through the date the Contract is awarded—each Proposer submitting a proposal (including its representatives, sub-Proposers and/or suppliers) is prohibited from having any communication with any person inside the City (including elected officials and the City's contracted consultants) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's

proposal, another Proposer's qualifications or ability to perform the Contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the Contract.

A Proposer not in compliance with this provision shall be disqualified from Contract award, unless it is determined in the City's discretion that the communication was harmless, that it was made without intent to influence, and that the best interest of City would not be served by the disqualification. A Proposer may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications, or transmittals of information authorized or initiated by the City for this RFP, or general inquiries directed to the City regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

3.6. Confidentiality

Proposers are responsible for identifying any information they deem confidential in their proposal by clearly marking the relevant pages as "CONFIDENTIAL." Such information may include trade secrets or proprietary data. The City will maintain confidentiality to the extent permitted by law, following N.C.G.S. 132-1.2. Information marked as confidential must be accompanied by a redacted copy, and the Proposer must provide a justification for the requested confidentiality. Cost and pricing information cannot be marked as confidential.

The City reserves the right to determine whether information marked as confidential qualifies for protection under applicable laws.

3.7. Precontract Expenses

In no event shall the City be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

3.8. Protest Procedures

Any Proposer objecting to the award of the Contract resulting from the issuance of this RFP may file a protest with the City or a court of competent jurisdiction. If submitted to the City, the protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. Such protests must be filed with the Purchasing Department by email to kimberlytoon@fayettevillenc.gov. The protest shall be filed no later than 3:00 p.m. of the tenth (10th) day after notification of Contract award.

3.9. Proposer's Warranties and Representations

Proposer warrants and represents that it will provide qualified personnel to provide services under the Contract in a professional manner. The term “professional manner” means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

Proposer represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, vehicles, equipment, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Proposer to provide and deliver the services. The Proposer may also indicate and adequately describe their ability to subcontract for any of the above needs and services.

Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the City under this RFP or the Contract.

Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract or order by any court of competent jurisdiction.

3.10. Proposal Compliance

Proposals must comply with all instructions and requirements outlined in this RFP to be considered responsive. Noncompliant proposals may be rejected. It is in the Proposer's best interest to submit a proposal that is clear and concise and follows the organization and structure provided in the RFP.

3.11. Signed Proposals

Proposals must be signed by an authorized representative of the Proposer. The City will prepare the final Contract documents based on the name and legal structure of the proposing entity as submitted in the proposal. It is essential that the Proposer sign the proposal using the entity's correct legal name.

Failure to properly sign the proposal or discrepancies in the legal name may lead to disqualification. Proposers are also responsible for ensuring that all submitted forms and required documents are completed and signed as needed.

3.12. Causes for Disqualification

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Proposer and the rejection of their Proposal:

1. Evidence of collusion among Proposers
2. Lack of competency as availed by submitted financial statements, experience, equipment statements, or other factors
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the City

4. Default on a previous City contract for failure to perform
5. Submittal of fraudulent information or misrepresentation of the Proposer's capabilities and experience
6. Failure to submit necessary or required information and/or documentation.

4. Scope of Work

4.1. Background/Overview

The City's most recent contract for a red-light violation system was discontinued in 2022. At the time of termination of the previous program, there were 13 cameras operating at 12 locations throughout the City. Total monthly citations issued averaged to approximately 1,200+ per month across those 12 locations.

The City of Fayetteville is soliciting proposals from qualified Proposers to provide a turnkey Automated Red-Light Camera Enforcement Program ("Program") to enhance public safety and reduce traffic-related injuries and fatalities. The Program will utilize automated camera technology to monitor, detect, and document red-light violations at selected intersections, with supporting systems for citation processing in compliance with all applicable North Carolina laws.

The Program is intended to address ongoing safety concerns related to red-light violations, particularly right-angle ("T-bone") collisions, which are associated with higher rates of severe injury and fatalities. Local data indicates that several Fayetteville intersections experience elevated crash rates of this type. National research and industry experience demonstrate that automated enforcement can reduce violations and related crashes. The City has established a target of reducing right-angle collisions at selected intersections and will work collaboratively with the selected Proposer to deploy and expand the Program as needed. There will be an initial deployment camera at approximately 10 intersections/approaches. There is a great potential for expansion at the City's discretion. Proposers are not precluded by this RFP from developing new strategies to enhance any portion of the City's automated red light photo enforcement program.

The selected Proposer will be responsible for furnishing, installing, implementing, operating, and maintaining the complete system, including back-office services necessary to support end-to-end citation processing. This includes image and video review, access to motor vehicle registration data, quality control, notice issuance, payment processing, adjudication support. The selected firm will be required to work closely with City staff regarding implementation and management of the program.

Successful Proposers will discuss success in implementing red light traffic signal photo enforcement systems and service programs of similar size within similar time frames. Include promotional material that highlights experience or expertise which is relevant and directly applicable to this RFP.

The ten (10) locations being considered for the Photo Citation Program are as follows:

1. Skibo Road at Legend Avenue
2. Morganton Road at All-American Expressway Interchange
3. Skibo Road at All-American Expressway Interchange
4. Bragg Boulevard at Martin Luther King Jr Freeway Interchange
5. Cliffdale Road at Bunce Road
6. Cliffdale Road at Reilly Road
7. Skibo Road at Campground Road/ Campground Church Road
8. Skibo Road at Morganton Road (Previous Red-Light Camera Location)
9. Cliffdale Road at Glensford Drive
10. Owen Drive at Gillespie Street

Additional locations being considered for the Photo Citation Program include the following:

11. Morganton Road at Sycamore Dairy Road
12. Skibo Road at Yadkin Road (Previous Red-Light Camera Location)
13. Grove Street at “B” Street (Previous Red-Light Camera Location)
14. Owen Drive at Southern Avenue
15. Ramsey Street at Andrews Road
16. Ramsey Street at Martin Luther King Jr Freeway Interchange

4.2.Scope of Work

The following are minimum requirements that the Proposer must meet in order to be eligible to have their proposal considered. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those proposals that are not clearly responsive to these minimum qualifications.

4.2.1. City Designated Representative

1. The City will designate a Point of Contact for all Services. The City's initial point of contact shall be the Assistant Chief of Police or their designee. The City's Point of Contact will facilitate the flow of information between the Contractor and the City. The duties of the City's Point of Contact include:
 1. Ensuring the Contractor performs in accordance with all requirements of this RFP and the subsequent contract.
 2. Promptly responding to the Contractor's Point of Contact when consulted in writing regarding Service issues.
 3. Acting as the City's Point of Contact for all aspects of the Services, including contract administration and coordination with the City's staff.
2. The people occupying the following positions shall have the power to designate in writing to the Contractor a point of contact and may from time to time re-designate the City's Point of Contact.
 1. City Manager
 2. Chief of Police
 3. Assistant Police Chief
 4. City Attorney

5. Assistant City Attorney
6. Current/Active City Designated Representative

The City's initial designated representative is:

Todd Joyce, Assistant Police Chief, (910) 433-1889, christopherjoyce@fayettevillenc.gov

3. The City, through its Point of Contact, will coordinate the appropriate resources to assist with the initial orientation of the program.

4.2.2. Point of Contact

1. Proposers must demonstrate that they are qualified to perform the work as specified in this RFP. Proposals will only be considered from entities that have provided automated red light photo equipment and services to a public agency for a period of no less than one (1) year within the past five (5) years.
2. Proposer shall provide a company/corporate organizational chart and staffing profile including subcontractor if applicable. The staffing profile shall include the leadership of the project team, the accountability and responsibilities of the Project Manager/Lead, the lines of authority and the identification of the day-to-day staff indicating by a percentage (%) as to whether they will be fully or partially assigned and dedicated to the Project. Less than full time dedication or one hundred percent (100%) of any members of the project team shall be explained.
3. Proposer shall provide background, knowledge, resumes, experience dealing with similar projects and years of tenure for key personnel who will be assigned and dedicated to the City's account. Proposers project team personnel shall be assigned and dedicated to the City's account and shall not be substituted or replaced during the term of the contract without the written acceptance of the City.
4. The Proposer will provide a list of City requirements describing the extent of the City staff involvement in the project.
5. The dedicated Project Manager/Lead shall be accessible, at the minimum, by e-mail and local telephone numbers with an area code of 472, 910, or a toll-free number, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Eastern Standard Time excluding the most recently published City holidays as specified on the City's internet site.

4.2.3. Proposal Submission

1. All Proposers must provide proof that they are permitted to provide the services described herein within the State of North Carolina.
2. The Proposer must include the method proposed for violation detection. It must include a detailed description of the method and record of accuracy of the violation detection protocol proposed.
3. Explain why the Proposer's red light camera technology is the best solution for the City.
 1. Does it detect more actual violations?
 2. Does it capture clearer images?
 3. Does it convert more actual violations into usable/enforceable images?
 4. Does the system at any time photograph or image the driver of the vehicle?
4. Explain how the proposed system can compensate for the effects of:

1. License plate covers.
2. Reflective material on license plates.
5. Describe their business practice, financial process, and timeline for transferring funds under their proposed model.

4.2.4. General Requirements

1. As Proposer develops and offers new products or upgrades of existing products, the Proposer will give the City the opportunity to upgrade to the newest product offerings. The Proposer will not implement technology upgrades without the specific approval of the City. Requests to employ technical upgrades shall be made in writing.
2. Once the program is online, the proposer will make no changes to processing, reports, equipment, or software without first notifying the City, other than normal scheduled maintenance.
3. Proposer's system must be Fed-Rep (Federal/IACP) compliant. Additionally, please take notice of **Section 4.2.25.2**.

4.2.5. Detection and Imaging

1. Violation detection and camera triggering may be able to utilize a range of detection technologies, including stand-alone sensors and video "loop" detection technology. The selected Proposer must propose at least one (1) vehicle detection method (Inground loops will not be considered.). Explain the vehicle detection method(s) that can be used by the proposed system, including the benefits and limitations of each (if more than one (1) is offered).
2. The detection device must be designed to identify any vehicle entering the intersection at a variable time beginning at 0.1 second after the red signal phase has begun.
3. If connecting to a traffic signal controller is required for Proposer's system, all wiring connections to the traffic signal controllers will be installed by the Proposer under the supervision of the City Traffic Engineer.
4. Use of a high-quality digital camera system is required. The camera(s) must be capable of taking high resolution color digital and video images that clearly depict the vehicle license plate, driver of the vehicle, and the color of the traffic signal light. Proposer must detail the image quality specifications and provide violation image examples captured under the following conditions:
 1. Daytime without rain
 2. Daytime with rain
 3. Nighttime without rain
 4. Nighttime with rain
 5. During times where sunlight is pointing in the direction of the camera
5. The system must provide at least three (3) digital color still images of each violating event. The images must be taken so that the rear of the vehicle and license plate are captured. The first image shall capture the vehicle before the front wheels strike the legal violation limit line. The second image shall capture the vehicle after the rear axle has crossed the crosswalk or legal limit line. The third one shall depict a close up of the license plate.
6. There shall be a minimum twelve (12) second video image of the violation showing the vehicle prior to entering the intersection, and then proceeding through the intersection. This video

should contain approximately six (6) seconds prior to the violation and approximately six (6) seconds following the violation. The signal indication must be clearly visible in the video.

7. The equipment shall be capable of deployment in a wide range of operating conditions, e.g., heavy traffic volumes, adverse weather conditions, road surface configurations, etc., and across up to five (5) moving lanes of traffic, including thru lanes and turn lanes.
8. The Camera System shall record event-specific evidence to substantiate multiple, simultaneous and/or concurrent violations occurring during any red signal phase (Sample violation images to demonstrate this capability are required as part of this proposal.)
9. System shall provide 24/7 "LIVE" intersection monitoring and viewing capabilities.
10. The Proposer shall ensure that there are clear, unobstructed images for each violation as directed and approved by the Fayetteville Police Department (FayPD).
11. The camera system shall record data pertinent to each violation at the time of capture. Data shall be recorded in a flexibly configured data bar that is embedded with each scene, license plate, and stop bar detection images that may be used to prove the violation. The data bar shall include, without limitation, the following information for each violation:
 1. Unique violation identifier incorporating the City
 2. Location of the Violation
 3. Date (MM/DD/YYYY)
 4. Time of Violation in 24-hour clock including hours, minutes, and seconds
 5. Elapsed time between images
 6. Direction of Travel
 7. Traffic Signal Phase
 8. Time into the red phase displayed in thousandths of a second
 9. Duration of the prior amber phase
 10. Vehicle lane of travel
 11. Camera ID
 12. Frame sequence number

4.2.6. Violation Processing System

1. The successful Proposer will work with FayPD to determine in detail the elements that will constitute evidence of a red-light violation, and with the Police and City Attorneys to determine the contents of the notice of violation that will be mailed to registered vehicle owners. Proposer shall describe its understanding of violation issuance under the City Ordinance as well as any applicable state statutes and laws.
2. The Proposer shall create and maintain an internet site that provides the ability for alleged violators to review citations and color photographs while ensuring confidentiality, general information to the alleged violators regarding the System, and information regarding the status of a specific Citation. City shall review all information contained and provided by the internet site prior to the Proposer's implementation. The internet site shall be operational sixty (60) days prior to the first System camera becoming operational in the field.
3. Proposer personnel will view each image and make a preliminary decision whether it meets the City's criteria to issue a citation. If the established criteria are not met, the system must permit the reviewing personnel to enter the appropriate City defined explanation code. If the photograph does appear to indicate a violation, the Proposer's staff will prepare the image for FayPD verification that the recorded image is a citable offense. The notice of violation must

be capable of displaying the described elements. Anytime an event/violation is viewed it is logged when it was viewed and by whom.

4. FayPD and Proposer personnel must have the ability to view events that have not been issued, allowing for multiple users to view same event at the same time if needed. The list of users must be complete, which should include their user rights and roles. The list must be accurate and approved by the City. Whenever the Proposer's users change, the City will be notified immediately in writing. It must also include a security and audit function to enable the tracking of access, data entry and amending of incidents. FayPD and Proposer personnel must also have the ability for a supervisor to reclassify an event, reinstate events, or reject events that have not been issued.
5. System should allow violations to be placed on suspension by City or designated personnel to allow for documents, payments, or an investigation. It should have the option for a ten (10), fifteen (15), thirty (30), and sixty (60) day hold.
6. A queue should be made available for designated personnel to be able to review for citizens that send in documentation such as transfer of liability, mis-keyed plates, hearing requests not filled out and documents with a declaration form with documents for stolen, sold vehicles, etc. Violations in this queue should be able to be scheduled for a hearing if deemed necessary. This queue will put a hold on the citation and be available to FayPD, Proposer staff, and other City staff as necessary to review. Please describe the method you would accommodate this request.
7. Proposer shall process the color digital or video images of each violation. The license plate of the vehicle must be used to identify the registered owner through information maintained by the Department of Motor Vehicles (DMV) and accessed by the Proposer. The Proposer shall electronically send the FayPD a completed notice to appear containing all color photographs within five (5) working days following retrieval of the digital or video images. The FayPD will review all violation incidents and electronically notify the successful Proposer of each citation to be processed and mailed.
8. The violation processing system shall provide the following functions:
 1. Web-enable access and operations
 2. Secure user log-in access
 3. Automatic presentation of images and data captured by the camera system onto reviewer's PC
 4. Easy review of violation evidence against regulations
 5. Ability to both "play" full motion video and view multiple scene and plate images
 6. Ability to view each image as a full screen enlargement
 7. Ability to view all original images
 8. Ability to "crop" a license plate image from the optimal plate image in multiple-image license plate set to establish vehicle ID and subsequently print the cropped plate area to the notice
 9. Ability to "accept" or "reject" violation sets and record rejection reasons
 10. Ability to generate printed warning letters (during the first 30 days of the program at City's discretion)
 11. Ability to automatically generate printed violation notices
 12. Ability to store and archive all processed violation evidence into a secured database
 13. 24/7 ability to access any stored violation image from the system's database subject to agreed archive rules
 14. 24/7 ability to request and immediately view Administrative Hearing Evidence

- Package image sequences displayed as video or as individual high resolution still shots, or send images to print locally
15. 24/7 ability to immediately request, view and print both standard and user- defined reports
 16. Secured Access Control and automatically generated Electronic Audit Trails
 17. Encryption and decryption management

4.2.7. DMV and Owner Identification

1. Proposer needs to have access to Division of Motor Vehicle information to find owner information on every license tag captured in violation of running red lights, which includes out of state tags. This has to be done by the Proposer, and not by FayPD. Proposer must disclose the means to which they plan to do this.
2. The Proposer must obtain registered owner information within 30 days from appropriate department of motor vehicles for the citable offense on identified registration plates. If the first request for owner information is unsuccessfully returned to the Proposer, another request for owner information is to be submitted to the appropriate state DMV within 7 business days after the first request was made. The Proposer will continue to request ownership information from the appropriate department of motor vehicles every seven business days for a total of six attempts. The registered owner's information must then be entered into the system with the violation images. A report should be accessible displaying attempts for Registered Owner.

4.2.8. Citation Issuance

1. Proposer will be responsible for absorbing the cost of any citations that were issued in error, improperly processed, or refunded to the recipient, whether due to technical faults, administrative error, failed to be upheld in administrative hearing, or failure to comply with applicable laws, regulations, or the terms of this agreement.
2. Notices shall include one (1) set of images and a license plate image.
3. Once a citation has been approved by the FayPD, the Proposer shall electronically process citations with the administrative hearing system. The Proposer shall be responsible for the issuance and mailing of all approved citations.
4. Proposer system shall be capable of:
 1. Preparing and mailing one (1) notice letter for all chargeable violations to vehicle owners.
 2. Issuing and mailing a second notice for any violations that remain unpaid as of their due date.
5. Violations for which registered owner data is available shall normally be issued within seven (7) business days after FayPD review of the incident.
6. The violation processing system must attach the electronic signature and ID number of the reviewing officer to the actual notice mailed to the violator.

4.2.9. Payment Processing and Financial Controls

1. Proposer must describe their payment reconciliation methodology. Reconciliation is to be completed daily and forwarded to the City's Finance Department. Reconciliation results should

show system reporting that reconciles to daily deposit and debits of City bank account. Any variances that result from this reconciliation must be investigated and corrected daily along with notification to City's Finance Department.

2. Proposer must have the ability to receive payment from customers and transfer all collected revenues via ACH bank transfer to a bank account designated by the City.
3. Proposer shall comply with the Payment Card Industry (PCI) Data Security Standards and send periodic communication updates to the City indicating their ability to maintain PCI Data Security Standards. If the contractor does not comply with PCI Data Security Standards, Contractor must inform the City immediately and at Contractor's expense, take all curative measures necessary to remedy such noncompliance. If the Contractor does not comply with PCI Data Security Standards or fails to meet these standards in any way, penalties may be issued, and contract will be terminated by the City for non-remedial compliance.
4. Proposer shall provide a means for the fines to be paid online, in-person, or by phone, using a credit card or debit card.
5. Proposer shall provide a means for the fines be paid in-person or via mail, using a check or money order.
6. All mailed payments should be scanned to database showing copy of check/money order, check/money order number, payment coupon, and front portion of envelope showing post mark.
7. Proposer shall provide a list of all fees charged to persons making online payments or phone payments. No fees are to be applied to any customer who pays in person.
8. Proposer shall coordinate with City's Finance Department to identify collection activities of delinquent accounts.
9. Refunds are to be completed back to the original form of payment received. Proposer is Merchant of Record and will need to complete all debit card and credit card refunds after approval from City.
10. The Proposer is required to provide procedures for handling payments/reporting that require additional investigation and research. These procedures and reports should include, but not be limited to:
 1. Overpayments
 2. Unapplied payments
 3. Returned checks
 4. Any/all issues that require investigation not mentioned above
11. Chargebacks/NSF's
 1. Chargebacks are to be investigated by Proposer for response to credit card processor and payment removed from applicable violations in system of record for any chargeback received.
 2. Check payment reversals for NSF, stop payment etc. are to be investigated by Proposer and payment removed from applicable violations in system of record.
 3. Any change of status to violation payment should be easily identifiable in system of record. (i.e. Payment removed for chargeback, etc.)
 4. System must be able to generate a return items report in detail format.
 5. Proposer shall provide notification to the City of repeat offenders.
 6. Provide capability to block certain plates from being able to pay by credit card. This will be decided by City for repeat offenders who have multiple chargebacks or NSF/returned payments.

4.2.10. Correspondence Processing

1. The Proposer must provide adequate staffing to open, count batch, log review, and process correspondence letters mailed from citizens each day. The City requires that 90% of all correspondence be processed within one business day of receipt when averaged for each week. In no case may any correspondence processing take more than two (2) business days.
2. The Proposer is responsible for generating all out-going correspondence and providing detailed descriptions of each letter type (include sample system-generated letters with proposal). The Proposer will describe the system for generating correspondence to citizen inquires and include samples with the proposal.

4.2.11. Reporting and Analytics

1. A wide range of reports will be required. The following is a partial list of topics on which data and reports will be required. All reports must have the ability to be accessed by day, week, month, or year:
 1. Number of events
 2. Number of violations recorded
 3. Number of citable violations
 4. Number of violations not resulting in citations
 5. Separated by in detail violations rejection categories and amounts –
 6. Separated by in detail citations by location
 7. Number of citations prepared and mailed
 8. Number and dollar amount of fines collected daily, weekly, monthly, yearly, and total to date
 9. Status of citations issued (outstanding, paid, in collection status, etc.)
 10. Number of telephone calls, their resolution, wait time, etc.
 11. Adjudication hearings scheduled and held
 12. Adjudication appointments scheduled
 13. Disposition of adjudication hearings / User information provided
 14. Equipment hours of service
 15. Camera maintenance status and downtime reasons
 16. The status of repairs and estimated time until cameras are fully operational
 17. Amber phase verification
 18. Any other report requests by the City
2. FayPD and authorized City personnel must also be able to review daily, weekly, monthly, and yearly reports and review/update violator account information online in detail and summary format. The system must allow the authorized personnel to review all relevant account information to include, at a minimum:
 1. The vehicle registration plate numbers
 2. The state of issuance for the vehicle registration plate
 3. The vehicle registration plate type
 4. The date of the violation event
 5. The time of the violation event
 6. The location of the violation event

7. All three digitized images demonstrating the violation and tag close-up
 8. Payment status: including date money was applied and if applicable, image of check or money order
 9. Hearing status
 10. Digitally imaged correspondence
 11. Standardized monthly reports (must have ability to review and print reports)
 12. Zooming capability in order to enhance image clarity
 13. Include in queue history tracking of incident to include date/time and individual who completed action
 14. All customer related notes; any contact with customers must be documented
 15. Show dates of each step of violation process and present status of incident
3. Revenue Reconciliation reports should be available in detail or summary format easily exportable in excel.
 4. On or about each anniversary of Contract certification, Proposer will provide a written report to the City Designated Representative detailing program a review of the key performance indicators from the previous year, observations on trends within the program, and upgrades in technology and applicability to the City's System.
 5. Each month, the City Designated Representative shall meet at a City facility, with the Proposer's Project Manager to review the System's performance. The Proposer shall explain variances on the System's performance status with respect to the established performance guarantees for the month. If your performance is not consistent with the expected performance guarantee, the Proposer's Project Manager shall determine the causes and establish an action plan to improve System performance for the coming month to meet the performance guarantees.
 6. The Proposer will guarantee for all locations that, on a monthly basis, eighty percent (80%) of photos capturing red light violations, (but not including those rejected for uncontrollable factors), must be clear and identifiable, and therefore of a quality that the FayPD can approve as sufficient for submission as evident in citation proceedings. For each percentage point, less than eighty percent (80%), by which the photos are not of the aforementioned quality across the entire program for one fiscal month, the Compensation provided to the proposer shall be reduced by one percent (1%) of the total monthly fees. For any one intersection, if more than fifty percent (50%) of the photos are rejected due to controllable factors, Proposer shall not be compensated for that intersection for that respective month. The thirty (30) day warning period is subject to this performance guarantee. City reserves the right to conduct a quarterly audit of ALL photos taken at each intersection in order to assess the performance and effectiveness of Proposer equipment according to the standards mentioned above, and subject to the conditions and credits described in this section.
 7. If and to the extent that an installed approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by City, Proposer shall not be compensated for the installed approach for that month equal to: such installed approach's monthly fee multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10). For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. Nothing in this section shall limit any other rights and remedies available to the City as discussed in this RFP. For locations where violations have not been recorded yet, the Proposer shall not be compensated for the installed approach for that month equal to the average of all site location monthly fees for that month multiplied

by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10).

8. If a malfunction or defect of the system is discovered and notification is not provided to the City Project Manager within the required twenty-four (24) hours' notice, the City has the right to reduce compensation to the Proposer for loss based on the estimated number of citations lost and a credit against the monthly fee for such installed approach for each day the approach was incapable of detecting violations as described in **Section 4.2.11.7** above.
9. Proposer shall provide a credit against the monthly fee equal to the loss of revenue if Proposer fails to provide the completed notice of violation containing all color photographs within five (5) calendar days following retrieval of the images to the FayPD or fails to mail out the violation notice within eleven (11) calendar days of the violation. Additionally, for every violation mailed by the Proposer to the registered vehicle owner without the final approval and signature of FayPD, Proposer shall provide a credit against the monthly compensation equal to the loss of revenue.

4.2.12. System Functionality

1. The Camera System shall perform self-test on set-up; simulate a violation being recorded for testing; communicate error messages; record date and time of system shutdown in the event of a malfunction.
2. All camera system component operations must be synchronized to a single, standard, independent, external, and verifiable time, and date source.
3. There shall be no requirement to install Proposer processing software on City owned/maintained IT systems.
4. All access to the violation processing system for the purpose of pre-processing evidence, police authorization, notice printing, payments tracking, and generation of administrative hearing evidence packages shall be Internet enabled and shall be available 24/7 for authorized users.

4.2.13. Data Security and Evidence Management

1. From the point of data capture, all video and accompanying video sequences must be capable of secure storage and transmission and capable of maintaining a secure chain of evidence. Proposers shall briefly describe their approach to maintaining the security of evidence, as well as explain how the image and violation data is transmitted to the processing center.
2. All system program information, data, and images are the property of the City and may not be used by the Proposer outside the scope of services defined herein without written permission from the City Designated Representative.
3. The Proposer must retain all enforceable images produced by cameras as designated by North Carolina General Statute § 20-183.32.

4.2.14. Administrative Hearing

1. In cases where a recipient of a violation notice chooses to appear for an administrative hearing, the Proposer shall be contacted. The Proposer shall prepare an administrative hearing case package which must contain developed front and rear color photographs, processed front and rear color digital or video images of the violation, a certified copy of the maintenance or

calibration records covering the period prior to and immediately after the photographed violation, a certificate of mailing from the United States Postal Service indicating the citation was mailed within eleven (11) days of the violation, and an affidavit by the Proposer that outlines the duties performed throughout the entire processing of the violation.

2. Proposer will provide a qualified expert witness who is knowledgeable on the theory, operation, and functional capabilities of the red-light camera program, and collection and processing of the evidence submitted for the administrative hearing. Upon the request of the City, Proposer's expert witness shall train City-identified individuals such that the City-identified individuals can qualify as expert witnesses as well. All costs associated with this training and provision of an expert witness will be at the expense of the Proposer.

4.2.15. Customer Service

1. Describe the Proposer's approach to implementation, training, and ongoing customer service, including helpdesk support. The Proposer shall assist in establishing a clear written protocol to be approved by the City for handling citizen complaints. The Proposer will be required to document all contacts with violators in the incident tracking system.
2. Upon request by the City, Proposer shall respond to public records requests pursuant to City and State Statutes, with respect to information in Proposer's custody.
3. The Proposer shall maintain a walk-in Customer Service Center located within the City of Fayetteville, at a location approved by the City. Citizens must be able to receive information, make payments, request, and schedule a hearing, and view violation images and information at the Proposer's Customer Service Center. Proposer's Customer Service Center or walk in center may be closed on Federal Holidays and per the City's approval.
4. The Proposer shall make every effort to work with the City in resolving citizen inquires or complaints made concerning the use of red-light camera enforcement technology. The Customer Service Center will be open for business between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. Please describe the level and available hours of customer service proposed for this project.

4.2.16. Maintenance and Support

1. Proposer shall be solely responsible for remediation or replacement of any equipment or software installed by Proposer in the event that such remediation or replacement is required due to conditions not caused by the City or any of the City's employees, agents, or independent contractors. The Proposer will maintain all equipment throughout the duration of the contract.
2. Proposer shall inspect the equipment and functionality of the System as a whole and individually at each of the System intersections monthly at a minimum for enforced locations.
3. Proposer shall respond to any malfunction of the System within twenty-four (24) hours of a discovered malfunction or after City provides notice regarding a System malfunction to Proposer (Malfunction Notice) whichever occurs first.
4. In the event that Proposer discovers any malfunction or defect, or in the event that Proposer receives a Malfunction Notice, Proposer shall notify City Designated Representative within twenty-four (24) hours. Proposer shall cause such malfunction or defect to be repaired within forty-eight (48) hours of discovery. The Proposer shall notify the City Designated Representative with an e-mail identifying the problem, available options on how to correct it,

and the Proposer's recommendation on how to proceed. City reserves the right to determine the final course of action in all such cases. City shall have the right to reduce compensation to Proposer for such loss as outlined previously in **Section 4.2.11.7**.

5. Red light camera enclosures must be designed in such a fashion that maintenance and other operations can be accomplished without creating a public safety hazard.

4.2.17. Infrastructure Requirements

1. Proposer shall provide and install all equipment including, without limitation, poles, cabinets, electronic detectors or detection devices, conduits, pull boxes, electrical power to the Proposer's equipment, and related operational equipment at intersection(s) selected for this program.
2. The Proposer's system may have a separate point of service for power. Proposer shall provide a separate circuit breaker should this power originate from the same disconnect as the traffic signal. **Preference is given to systems with power separate from the traffic signal.**
3. Proposer's Red Light Traffic Signal Photo Enforcement System must be optically isolated from the City's traffic controller unit. Proposer must provide a detailed back-up plan for situations involving equipment failure.
4. Red light camera enclosures must be tamper-resistant and vandal-resistant.
5. The City prefers systems that utilize existing structures or minimally obtrusive new poles to minimize impacts to curbside and streetscapes. Describe the ways in which your system minimizes its overall "intrusion" into the physical environment at and near selected intersections, and where your proposed system makes use of existing infrastructure. Please provide a detailed list and description of all equipment deployed, together with physical dimensions for a single monitored approach of five traffic lanes. Attach photos of all required equipment required for monitoring a single approach of five traffic lanes. Photos must include all poles, cabinets, housings, and flash units that make up the entire system.
6. **Preference will be given to systems that do not require additional cabinetry aside from that which houses the cameras.** The equipment shall provide a reliable non-intrusive, non-physical connection to the red phase signal which meets the specifications of the State of North Carolina Department of Transportation. Any attachment to traffic control signal cabinet wiring shall not impact traffic signal operations.

4.2.18. Public Awareness

1. The release of any information regarding red light camera program must be done with the approval of the City.
2. The Proposer must provide examples of red-light enforcement community awareness campaigns it has participated in. The Proposer may discuss other community awareness activities it wishes to propose as part of its response.
3. Proposer shall assist the City with a Public Awareness Program beginning at least thirty (30) days prior to the issuance of citations at each new location.
4. At the City's option, the Proposer shall prepare a series of press releases informing the local media and the public about the installation of the red-light cameras, the benefits of red-light cameras, and the results of the installation. In coordination with the City, Proposer shall also arrange at least one (1) press conference each year featuring FayPD and the results of the

program.

5. Proposer will support the City by training staff on how to present the Proposer's systems at public seminars or presentations. The Proposer will provide staff for public forums as deemed necessary by the City.
6. Proposer shall be responsible for the installation and maintenance of warning signs at photo enforced intersections. Warning signs must be placed in advance on all approaches of photo-enforce intersections and at the photo-enforced intersection for all directions, as approved by the City. Warning signs must be clearly visible and compliant with the Manual on Uniform Traffic Control Devices (MUTCD). Maintenance of the warning signs shall be the sole responsibility of the Proposer and must be in compliance with existing City and State codes governing such signs.
7. All Proposer equipment including the junction box must be marked with Proposer name and emergency contact information.

4.2.19. Project Management

1. Present the proposed timeline that will allow the program to become fully operational. Proposer shall state installation and construction times for a generic intersection.
2. Proposer must notify City of any and all personnel changes prior to the change. All personnel to be assigned to this project are subject to approval by the City. Resumes of personnel to be assigned to this project, including replacement personnel, are to be submitted to the City for review and the City reserves the right to interview replacement personnel prior to its approval. The Proposer shall be responsible for all briefings of replacement personnel as to the status of the project at no expense to the City.

4.2.20. Asset Management and Transition

1. The contract may be terminated by mutual consent of the parties, or in the City's sole discretion, upon a thirty-day written notice.
2. All equipment owned and provided by Proposer or any of its subcontractors, including but not limited to cameras, poles, housing cabinets, signs, and computer workstations, will be removed by Proposer in the event of termination or at the end of the contract period. All equipment owned and installed by the City or State shall likewise remain in the possession and ownership of the respective owner.
3. Proposer shall cooperate with the City at the termination or at the end of the contract period in order to accomplish a smooth phase-out and transition of responsibility and requirements.
4. Upon termination or at the end of the contract period, Proposer shall restore the affected public facilities, including returning the intersections to their original condition; provided, however that Proposer shall not be required to remove any of the following, which if not removed shall become the property of the City upon termination: conduits, in-ground fixtures, underground wiring, or other infrastructure that will require excavation. All costs incurred by Proposer thereby will be the responsibility of Proposer.
5. The provision of all necessary electrical, telephone services, DSL, cable, or other broadband services to the Designated Intersection approaches will be the sole responsibility of Proposer.
6. The Proposer is responsible for weekly inspection of poles and equipment related to the system. They will be checked for damage, vandalism, structural integrity, and unauthorized posting of materials or graffiti. Repairs, cleaning and replacement of poles and equipment are to be done

in adherence with the provisions of this contract. Unauthorized postings and graffiti will be removed expeditiously, and costs will be absorbed by the Proposer.

7. Maintenance of each camera system must be accomplished with minimal traffic lane obstruction. The City reserves the right to limit the days, hours, and locations at which service vehicles may park to perform system maintenance.
8. Unless otherwise approved by the City Designated Representative, equipment being replaced due to damage, defacement or inoperability must be replaced with new equipment.

4.2.21. Financial Responsibility

1. The Proposer assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for and of all damage or injury to any person or property wherever located, resulting from any action, omission, or operation under the contracted work, until acceptance of the work by the City.
2. The Proposer shall be as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by them.

4.2.22. Pricing Requirements

1. The City prefers proposals that provide cost neutrality to the City; that is, revenues provided from the assessed violations and provided to cover the cost of the program as applicable by North Carolina law, will at least match the cost of the Proposer's monthly service fees.
2. Pricing shall be submitted on a separate pricing sheet and clearly identify all monthly, one-time, and optional costs.
3. To help the City evaluate fair and competitive pricing, Proposers must provide at least two (2) examples of cost proposals that they have previously submitted to other municipalities similar in size and scope to the city. These examples must be tied to contracts that are still active today.

4.2.23. Financial Model

1. The goal of this project is to reduce the number of injury accidents by decreasing the number of red-light violations. The City is open to various compensation models. Compensation structures based on per-citation, per-violation, revenue-sharing, or contingency-based fees are not permitted. If there are multiple compensation options, each option should be clearly indicated as separate scenarios. Companies must outline compensation structures for consideration and provide a justification for their package. These compensation structures must be detailed, showing company costs and expenses along with all anticipated revenue. All costs must be clearly outlined, including “add-on” or optional services, design and engineering, equipment, installation, and estimated ongoing maintenance costs. Any licensing costs associated with processing software or integration technology should be included here. Please indicate if any portion of anticipated revenue for the Proposer is guaranteed.

4.2.24. Transparency

1. All fines, fees, monies, and costs collected pursuant to this program must be remitted in accordance with City, State, and Federal statutes and laws. No fines, fees, or monies shall be remitted to FayPD or City Public Services by the Proposer.

4.2.25. Expansion Pricing

1. Additional camera technologies may be offered as part of a further contract amendment. Proposers should include pricing and examples of where additional services have been implemented in other municipalities. **Preference will be shown to proposers who can offer additional services, such as automated speed enforcement services and/or noise ordinance enforcement services.**
2. There is strong interest for this program to be expanded onto Fort Bragg and administered in partnership with Fort Bragg authorities and stakeholders. **Preference will be shown to proposers who:**
 1. **Show their system is permitted to be installed at locations under Federal Jurisdiction**
 2. **Follows Federal Procurement Law regarding the source of equipment, software, and components**
 3. **Is compliant with 2 CFR Part 200**
 4. **Is compliant with Section 805 of the National Defense Authorization Act for Fiscal Year 2024**
 5. **Does not enter into, renew, or extend a contract for the procurement of goods, services, or technology with any entity described in the Chinese Military Companies (CMC) List in accordance with Section 1260H of the William M. ("Mac") Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), or any entity subject to the control of an entity on the CMC List.**
3. The successful Proposer will work with the City to determine a list of intersections. As part of this process, the Proposer will develop baseline data for proposed intersection locations by monitoring for a minimum of one day to quantify the frequency and degree of violations during that period. This data will assist with site selection and will serve as baseline information for project evaluation purposes. When combined with ongoing statistical monitoring, these baseline data should enable the City to gauge the impact of automated traffic safety camera enforcement. The sole determination of intersection locations remains with authorized City of Fayetteville personnel. The cost for any testing should be included in the proposal.
4. Ten (10) Red-Light Camera locations are being considered for this RFP and should be considered with submitted proposal. Proposal should outline in detail the cost for 10 intersections and submit a camera-per-intersection or camera-per-approach cost breakdown. The city may require that additional photo citation systems be installed based on traffic studies and crash data. Clear pricing for the costs associated with these installations, if there is an associated cost, should be provided as part of the proposal. Additionally, proposal should outline in detail, the cost of additional cameras-per-approach for intersections which already have cameras, should the City desire to expand enforcement at intersections after this program begins.

As previously identified, the following intersections have been preliminarily identified for selection for the Photo Citation Program.

1. Skibo Road at Legend Avenue
2. Morganton Road at All-American Expressway Interchange
3. Skibo Road at All-American Expressway Interchange
4. Bragg Boulevard at Martin Luther King Jr Freeway Interchange
5. Cliffdale Road at Bunce Road
6. Cliffdale Road at Reilly Road
7. Skibo Road at Campground Road/ Campground Church Road
8. Skibo Road at Morganton Road (Previous Red-Light Camera Location)
9. Cliffdale Road at Glensford Drive
10. Owen Drive at Gillespie Street

Additional locations being considered for the Photo Citation Program include the following:

11. Morganton Road at Sycamore Dairy Road
12. Skibo Road at Yadkin Road (Previous Red-Light Camera Location)
13. Grove Street at “B” Street (Previous Red-Light Camera Location)
14. Owen Drive at Southern Avenue
15. Ramsey Street at Andrews Road
16. Ramsey Street at Martin Luther King Jr Freeway Interchange

4.2.26. Performance Reviews

1. The Proposer shall meet with the FayPD at least once a month in Fayetteville to evaluate progress, determine whether deadlines have been met, and to discuss operational issues. During the first year of the contract, meetings may be twice a month or more.

4.2.27. Contract Cure Period

1. Proposers will be given a 30-day written notice to correct any contractual violation. Failure to resolve the issue within that period may result in contract termination.

4.2.28. Contract Compliance

1. The Proposer will seek approval, and continue coordination until successful equipment installation, from the relevant governmental authorities having authority or jurisdiction over the designated intersections, or the legal owner of the property, whichever is applicable, regarding construction and equipment installation, which will include compliance with applicable permit applications. In addition, but not limited to, the Proposer will be responsible for re-inspections, fines, notice of commencement, underground piping, building, electrical, mechanical, and structural permits associated with this program. The Proposer will also pay all utility charges associated with this program. All required building and other permits shall be obtained before beginning installation. Any delays associated with the permitting process will be considered for time extensions only and no damages or additional compensation for delay will be allowed. The Proposer shall be on site during all scheduled permit inspections.
2. Installation of System equipment shall be done under the supervision of the City Traffic

Engineer.

3. Installation must conform to all local, state, and federal guidelines and shall be performed in accordance with all current professional standards.
4. All Construction Design Plans must be prepared by a North Carolina Registered Civil or Electrical Engineer, and shall be subject to the City's plan check, permitting, and inspection procedures. The Proposer shall be responsible for submitting any plans as specified by City ordinance, obtain all necessary permits, and pay all fees.
5. As-Built plans are to be prepared by the Proposer at no cost to the City. Up-to-date As-Built plans shall be maintained at both the Proposer's office and City Traffic Engineer offices.

4.2.29. Contract Assignment

1. The Proposer may not assign or transfer this contract, any interest herein, or any claim hereunder, except as expressly authorized in writing by the City Designated Representative. Unless performance is separately and expressly waived in writing by the City Designated Representative, an assignment does not release the Proposer from responsibility for performance of the contract resulting from this RFP. Unless otherwise provided in the contract, the Proposer may not contract with any other party furnishing any of the materials or services herein contracted for without the written approval of the City Designated Representative. Any subcontract for any work hereunder must comport with the terms of the contract resulting from this RFP and any Federal, State, and City laws.

4.2.30. Contract Audit Rights

1. The City may examine the Proposer's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Proposer and any first-tier subcontractor must grant the City access to these records at all reasonable times during the contract term and for three (3) years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Proposer must include the preceding language of this paragraph in all first-tier subcontracts.

5. Contract Terms and Conditions

5.1 Type of Contract

The Contract resulting from this RFP shall contain terms and conditions outlined in this RFP. The City will not exercise any supervision or control over the Proposer or personnel aside from what has been described in the Scope of Work. The Proposer and all representatives shall perform to the standards specified in the contract. The selected Proposer shall be accountable solely to the City.

5.2 Contract Term

The Contract resulting from this RFP shall have an initial term of two (2) years with the option to extend the contract for up to two (2) additional four (4) year terms for a total of ten (10) fiscal years.

5.3 Financial Stability

The Proposer must demonstrate financial stability and capacity to meet the terms of the Contract and conditions specified in this RFP. Proposers shall submit the necessary financial statements and documents to support their proposal. Those financial statements shall include the most recent audited financial statement or Dun & Bradstreet report. This documentation must demonstrate the Proposer's financial ability to provide services and complete the contract. Proposer shall certify it is financially stable by completing **Appendix G**.

If the Proposer experiences any significant financial changes during the term of the Contract that might affect their ability to perform, they must notify the City in writing immediately.

5.4 Insurance Requirements

The contracted Proposer shall be required to maintain insurance coverage that meets the minimum levels established by the City. Insurance must be provided by a company licensed to conduct business in North Carolina, and coverage must remain in force throughout the duration of the contract. The contracted Proposer must submit proof of insurance coverage before commencing any work under the contract.

Minimum Insurance Requirements:

- Commercial General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation and Employer's Liability Insurance: Required as per North Carolina state law, with minimum limits of \$1,000,000
- Commercial Automobile Liability Insurance: \$1,000,000 per occurrence for all owned, non-owned, and hired vehicles
- Professional Liability Insurance (if applicable): \$1,000,000 per claim

The City, its officers, employees, and agents must be marked and listed as additional insureds on the Proposer's general liability policy. Certificates of insurance, along with endorsements, must be submitted to the City prior to the start of any work. The Proposer must notify the City in writing at least forty-five (45) days in advance of any cancellation or material change in the insurance coverage.

5.5

Applicable Federal Emergency Management Agency (FEMA) Clauses

As part of this contract, the Proposer must comply with all applicable FEMA regulations and clauses, particularly those related to disaster recovery and emergency response. Clauses that may apply to this contract include, but are not limited to, the following:

- Equal Employment Opportunity: Compliance with Executive Order 11246 regarding equal opportunity in employment
- Contract Work Hours and Safety Standards Act: Ensures that Proposers do not require their employees to work in excess of forty (40) hours per week without proper compensation
- Byrd Anti-Lobbying Amendment: Prohibits Proposers from using federal funds to lobby government officials

The Proposer is required to flow down all applicable FEMA clauses to any subcontractors. Noncompliance with these clauses may result in termination of the Contract or other enforcement actions.

5.6 Contract Changes

The City's Designated Representative is the only person authorized to make any modification or amendment in the Contract after written agreement between the City and Proposer. The following type of Contract changes may be necessary to accommodate changes in service levels, scope of work, or other factors that arise during the Contract term:

- Scope Adjustments: Changes to the service scope as necessary.
- Schedule Modifications: Adjustments to service schedules to align with the City's operational needs.
- Price Adjustments: Modifications to the Contract price may be allowed if there is a significant change in the scope of work or due to unforeseen circumstances.

All changes must be agreed upon in writing and authorized by the City's Designated Representative. No oral agreements or unauthorized modifications will be considered binding. All Contract administration will be affected by the City's Designated Representative. Communications pertaining to contractual administrative matters shall be addressed to the City's Designated Representative.

5.7 Pricing

As referenced previously, Proposer pricing must be submitted via the required forms (**Appendix C, D, & G**) and described within the submitted proposal. The Proposer shall be paid compensation equal to the management fee cited in **Appendix C** for each applicable year of the Term or

Extension Period of the contract resulting from this RFP (“**Management Fee**”) minus the non-performance penalties identified in **Appendix H**. The compensation cited in **Appendix C** shall be distributed throughout the fiscal year in equal monthly installments.

5.8 Safety and Environmental Compliance

The Proposer must adhere to all applicable safety and environmental regulations as part of their operations. This includes but is not limited to OSHA regulations, state regulations, and local safety ordinances.

5.8.1 Safety Compliance

The Proposer is responsible for always maintaining a safe working environment. All personnel must be trained and equipped to handle any hazards associated with the scope of services identified by this RFP. Any accidents, injuries, or unsafe conditions must be reported to the City within twenty-four (24) hours.

5.8.2 Environmental Compliance

The Proposer must ensure compliance with all environmental regulations, including proper disposal of solid waste and recyclables, containment of spills, stormwater management, and management of hazardous materials. The Proposer is responsible for maintaining safety data sheets (SDSs) for all chemicals and hazardous substances used during Contract performance. Any violations of environmental laws or regulations may result in penalties or termination of the contract resulting from this RFP.

Appendix A: Program Intersection List

The City is consistently reviewing locations where the Photo Citation Program may improve safety. The intersections noted below are being considered for the initial relaunch of this program.

1. Skibo Road at Legend Avenue
2. Morganton Road at All-American Expressway Interchange
3. Skibo Road at All-American Expressway Interchange
4. Bragg Boulevard at Martin Luther King Jr Freeway Interchange
5. Cliffdale Road at Bunce Road
6. Cliffdale Road at Reilly Road
7. Skibo Road at Campground Road/ Campground Church Road
8. Skibo Road at Morganton Road (Previous Red-Light Camera Location)
9. Cliffdale Road at Glensford Drive
10. Owen Drive at Gillespie Street

Additional locations being considered for the Photo Citation Program include the following:

11. Morganton Road at Sycamore Dairy Road
12. Skibo Road at Yadkin Road (Previous Red-Light Camera Location)
13. Grove Street at “B” Street (Previous Red-Light Camera Location)
14. Owen Drive at Southern Avenue
15. Ramsey Street at Andrews Road
16. Ramsey Street at Martin Luther King Jr Freeway Interchange

These intersections were identified through the following process:

1. Crashes for 01/01/2021 – 12/31/2025 were identified across the City (“Dataset”)
2. The Dataset was filtered to view “Angle” and “Left Turn, Different Roadways” types of crashes (“Target Crashes”) as these are the ones we’re targeting to reduce through the implementation of this program.
3. The Dataset was sorted by total number of Target Crashes by intersection.
4. The Dataset was reviewed for active or near-term projects which **would affect** traffic flow. Those who have active/near-term projects that affect traffic flow were removed from the Dataset. Those who have active/near-term projects, but the traffic flow is anticipated to remain consistent were retained.
5. The remaining Dataset was reviewed for their “Overall Total Number of Crashes”.
6. The resulting Dataset identifies the priority order of locations for implementation of the Photo Citation Program.

The table on the following page shows the information related to the resulting Dataset.

Priority Intersection Dataset (Crashes for 01/01/2021 – 12/31/2025)

Priority	INTERSECTION LOCATION	# Target Crashes	All Crashes Rank ¹	Previous RLC Location?	Project Comment	Project Status	Road Authority
1	LEGEND @ SKIBO	110	7	No	NCDOT EB-6030	Construction 2026	NCDOT
2	ALL AMERICAN @ MORGANTON	45	14	No	None	None	NCDOT
3	ALL AMERICAN @ SKIBO	44	8	No	NCDOT EB-6030	Construction 2026	NCDOT
4	BRAGG @ MARTIN LUTHER KING	42	23	No	None	None	NCDOT
5	BUNCE @ CLIFFDALE	32	22	No	None	None	NCDOT
6	CLIFFDALE @ REILLY	29	2	No	None	None	NCDOT
7	CAMPGROUND CHURCH @ SKIBO	28	16	No	NCDOT EB-6030	Construction 2026	NCDOT
8	MORGANTON @ SKIBO	26	1	Yes	NCDOT EB-6030	Construction 2026	NCDOT
9	CLIFFDALE @ GLENSFORD	24	13	No	NCDOT HS-2006N	Construction 2025	NCDOT
10	GILLESPIE @ OWEN	21	6	No	None	None	NCDOT
11	MORGANTON @ SYCAMORE DAIRY	27	43	No	None	None	NCDOT
12	SKIBO @ YADKIN	27	32	Yes	NCDOT EB-6030	Construction 2026	NCDOT
13	B @ GROVE	26	31	Yes	None	None	NCDOT
14	OWEN @ SOUTHERN	23	28	No	None	None	NCDOT
15	ANDREW @ RAMSEY	14	27	No	NCDOT U-4403C	Construction 2033	NCDOT
16	MARTIN LUTHER KING @ RAMSEY	6	39	No	NCDOT U-4403B	Preliminary Engineering Only	NCDOT

¹ “All Crashes Rank” reflects the rank of intersections when compared across the City for the sum total of crashes regardless of type

Appendix B: References

Proposer must supply five (5) references of clients for whom similar work was performed. Format example:

Reference Municipality/Company Name: _____

Point of Contact: _____

Phone: _____

E-mail: _____

Nature of work performed: _____

Reference Municipality/Company Name: _____

Point of Contact: _____

Phone: _____

E-mail: _____

Nature of work performed: _____

Reference Municipality/Company Name: _____

Point of Contact: _____

Phone: _____

E-mail: _____

Nature of work performed: _____

Reference Municipality/Company Name: _____

Point of Contact: _____

Phone: _____

E-mail: _____

Nature of work performed: _____

Reference Municipality/Company Name: _____

Point of Contact: _____

Phone: _____

E-mail: _____

Nature of work performed: _____

		Operator: ENTER COMPANY NAME HERE							
Appendix C - City of Fayetteville - Proposed Operating Budget (Five-Year)									
Providing Position(s) ?		Quantity	Salaries and Wages ⁽¹⁾	Consolidated	Year One	Year Two	Year Three	Year Four	Year Five
Yes	No								
☐	☐	0	Photo Citation Operations Manager Annual Hours [Minimum one (1)] Hourly Rate	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
			Sub- Total - Manager	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
☐	☐	0	Office Manager Annual Hours Hourly Rate	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
			Sub- Total - Supervisors	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
☐	☐	0	Office Support Staff Annual Hours Hourly Rate	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
			Sub- Total - Office Manager	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
☐	☐	0	Other Staff Annual Hours Hourly Rate	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
			Sub- Total - Maintenance Staff	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Sub-Total - Salaries and Wages				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Total - Annual Hours				-	-	-	-	-	-
Payroll Tax & Fringe Benefits									
Payroll Taxes				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Health/Welfare/Benefits				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Workers' Compensation				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Sub-Total - Payroll Tax & Fringe Benefits				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Total - Salaries, Special Events, Tax, Fringe & Worker's Compensation				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Other Expenses									
Insurance (liability, crime, etc.)				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Equipment Maintenance				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Tickets/Citations				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Telecommunications/ Data Processing/Postage				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Office Supplies				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
License/Permits				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Utilities (cost estimated, do not amend)				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Accounting & Legal Fees				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Contingency Fee for Maintenance				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
Sub- Total - Other Expenses				- \$ -	- \$ -	- \$ -	- \$ -	- \$ -	- \$ -
General/Miscellaneous ⁽²⁾									

[illegible]

Sub- Total - General/Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total - Other & General/Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
---------------------------------------	------	------	------	------	------	------

Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Total Operating Expense Budget	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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Notes:

¹ Salaries and Wages generally based upon the annual hours shown on Form C - Proposed Staff Schedule.

² Provide detail for any General & Miscellaneous operating expenses. This may include items such as Office Rent, Postage, Customer Service Training, Start-Up Costs, etc...

³ Cells shaded green contain formulas, do not amend.

⁴ Input proposed costs in the blank/white cells.

Appendix D - City of Fayetteville - Management and Other Fees

Operator: ENTER COMPANY NAME HERE

Category	Year One	Year Two	Year Three	Year Four	Year Five
¹ Payroll Tax	0.0%	0.0%	0.0%	0.0%	0.0%
² Worker's Compensation Insurance	0.0%	0.0%	0.0%	0.0%	0.0%
³ General Liability Insurance (and any other)	\$ -	\$ -	\$ -	\$ -	\$ -
⁴ Credit Card Processing	\$ -	\$ -	\$ -	\$ -	\$ -
⁵ Management Fee	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

- 1 Maximum percentage of payroll with no cut off for SUTA. Calculated from "App C - Operations Budget".
- 2 Maximum percentage of payroll. Calculated from "App C - Operations Budget".
- 3 From "App C - Operations Budget"
- 4 Approximate Credit Card Processing percentage rate; include bank & processing fees.
- 5 Annual fee. Taken from "App C - Operations Budget"
- 6 Cells shaded green contain formulas, do not amend.
- 7 Input proposed costs in the blank/white cells.

Appendix E: City of Fayetteville - Proposed Staffing Schedule

Operator: ENTER COMPANY NAME HERE

Position	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Hours/Week	Hours/Year	Rate/Hour	Annual \$\$
Photo Citation Operations Manager								0	0	\$0.00	\$ -
Photo Citation Operations Manager Sub-Total	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Office Manager 1								0	0	\$0.00	\$ -
Office Manager 2								0	0	\$0.00	\$ -
Office Manager Sub-Total	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Office Support Staff 1								0	0	\$0.00	\$ -
Office Support Staff 2								0	0	\$0.00	\$ -
Office Support Staff Sub-Total	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Other Staff 1								0	0	\$0.00	\$ -
Other Staff 2								0	0	\$0.00	\$ -
Other Staff 3								0	0	\$0.00	\$ -
Other Staff 4								0	0	\$0.00	\$ -
Other Staff 5								0	0	\$0.00	\$ -
Other Staff 6								0	0	\$0.00	\$ -
Other Staff 7								0	0	\$0.00	\$ -
Other Staff 8								0	0	\$0.00	\$ -
Other Staff Sub-Total	0	0	0	0	0	0	0	0	0	\$ -	\$ -
Total	0	0	0	0	0	0	0	0	0	\$ -	\$ -

¹ Cells shaded green contain formulas, do not amend.

² Cells shaded blue contain formulas, do not amend.

³ All other fields can be utilized for input fields.

⁴ Use as basis for completing "App C - Operating Budget"

⁵ May complete one for initial period and one for after implementation of full program

Appendix F: Proposal Certification

Proposer's **Signature:** _____ **Date:**

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. **It is the Proposer's responsibility to assure that all addenda have been reviewed prior to proposal submission.**

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The Proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:

- (a) Proprietorship _____
(b) Partnership _____
(c) Corporation _____
(d) Limited Liability Co. _____

2. If business is a Corporation, please answer the following questions:

Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).

Printed Name

Title

Firm is incorporated in what state?

State Name

If firm is a foreign corporation, does firm have a certificate of authority from the North Carolina Secretary of State? _____

3. If business is a Partnership, please answer the following:

Name in full or all general partners and addresses:

Printed Name

Address

Is this a limited or general partnership? _____

If a limited partnership, what is state of registration? _____

If business is a foreign limited partnership, does business have a certificate of authority from the North Carolina Secretary of State? _____

4. If business is a Proprietorship, please answer the following:

Name of owner: _____

5. If business is a limited liability company, please answer the following:

List the names and title of managers or member-managers who will execute the contract on behalf of the company?

Printed Name

Title

What is state of organization? _____

If business is a foreign limited liability company, does business have a certificate of authority from the North Carolina Secretary of State? _____

6. For all bidders:

If the business operates under an assumed name, what is the assumed name?

Has a certificate of assumed name been filed in the Cumberland County Registry? If so, please provide the recording information:

Deed Book _____ at Page _____ .

Appendix G: Certification of Financial Condition

Name of Proposer: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Proposer is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ Proposers shall submit financial statements, including the most recent audited financial statement or Dun & Bradstreet report, with their proposals. This documentation must demonstrate the Proposer's financial ability to provide services and complete the contract.
- ☐ The Proposer has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Proposer is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- ☐ The Proposer is not the subject of any current litigation or findings of noncompliance under federal or county law.
- ☐ The Proposer has no findings in any past litigation, or findings of noncompliance under federal or county law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Proposer.

Note: This is a continuing certification, and the Proposer shall notify the Purchasing Manager within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Proposer shall explain the reason in the space below:

Signature Date _____

Printed Name Title _____

[This Certification must be signed by an individual authorized to speak for the Proposer]

Appendix H: Non-Performance Penalties

As identified throughout the Scope of Work, there are handful of penalties associated with failure to perform to the scope of work as defined. Below is a summary of the penalties identified from **Section 4** of this RFP. For the full description of these penalties, which will be included in the contract resulting from this RFP, refer to **Section 4**.

1. **Section 4.2.11.6** – For each percentage point, less than eighty percent (80%), by which the photos are not of the aforementioned quality across the entire program for one fiscal month, the Compensation provided to the proposer shall be reduced by one percent (1%) of the total monthly fees. For any one intersection, if more than fifty percent (50%) of the photos are rejected due to controllable factors, Proposer shall not be compensated for that intersection for that respective month.
2. **Section 4.2.11.7** – If and to the extent that an installed approach is not capable of detecting violations for more than forty-eight (48) hours, not caused by City, Proposer shall not be compensated for the installed approach for that month equal to: such installed approach's monthly fee multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10). For the purposes of this section, "day" shall mean any period of twenty-four (24) hours. For locations where violations have not been recorded yet, the Proposer shall not be compensated for the installed approach for that month equal to the average of all site location monthly fees for that month multiplied by the total number of days the approach was incapable of detecting violations in the month as a result of the malfunction, divided by ten (10).
3. **Section 4.2.11.8** – If a malfunction or defect of the system is discovered and notification is not provided to the City Project Manager within the required twenty-four (24) hours' notice, the City has the right to reduce compensation to the Proposer for loss based on the estimated number of citations lost and a credit against the monthly fee for such installed approach for each day the approach was incapable of detecting violations as described in **Section 4.2.11.7**.
4. **Section 4.2.11.9** – Proposer shall provide a credit against the monthly fee equal to the loss of revenue if Proposer fails to provide the completed notice of violation containing all color photographs within five (5) calendar days following retrieval of the images to the FayPD or fails to mail out the violation notice within eleven (11) calendar days of the violation. Additionally, for every violation mailed by the Proposer to the registered vehicle owner without the final approval and signature of FayPD, Proposer shall provide a credit against the monthly compensation equal to the loss of revenue.
5. **Section 4.2.16.4** – In the event that Proposer discovers any malfunction or defect, or in the event that Proposer receives a Malfunction Notice, Proposer shall notify City Designated Representative within twenty-four (24) hours. Proposer shall cause such malfunction or defect to be repaired within forty-eight (48) hours of discovery. City shall have the right to reduce compensation to Proposer for such loss as outlined previously in **Section 4.2.11.7**.

Appendix I: Professional Service Agreement Example

Professional Service Agreement

Scope of Work and Terms Document

City of Fayetteville, NC

****The City reserves the right to edit the awarded agreement.****

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is made as of the ____ day of ____ 2026 by and between the City of Fayetteville, a North Carolina City and Municipal Corporation (“City”), and _____ (“Consultant”).

In consideration of mutual promises and covenants in this Agreement, the Parties agree as follows:

ARTICLE 1. Services

1.1 Background & Scope of Work. The City desires to engage Consultant to provide certain professional services as fully described and outlined in the Proposal (Exhibit 1) which is attached hereto and fully incorporated into this Agreement by reference. Consultant is willing to provide such services as outlined in the Proposal on the terms and conditions stated in this Agreement.

1.2 Time of Performance. Consultant will perform the services promptly and according to the Proposal provided. The City will cooperate with Consultant as reasonably required to complete the services outlined in the Proposal. Both Parties acknowledge that changes from or delays in the timeline may extend the date(s) for delivery of the service(s).

1.3 Term. The term of this Agreement shall begin on the date expressed in the introductory paragraph of this Agreement and shall continue until terminated based upon the completion of services by Consultant or as otherwise outlined in the Proposal.

ARTICLE 2. Payment

2.1 Basis of Compensation. The City shall pay Consultant for services rendered under this Agreement in amounts tied to the various project milestones as set forth in the Proposal. Each payment shall be invoiced upon completion of each successive milestone and the City shall pay within thirty (30) days. In no event shall the payment for all work performed pursuant to this Agreement exceed the amount of \$XXXX.00 without prior written authorization of the City. Such payment shall be full compensation for all work performed and for all labor, materials, supplies, equipment and incidentals necessary to complete the work.

2.2. Records. Consultant shall keep records and accounts pertaining to this Agreement available for inspection by the City for a period of three (3) years after final payment. Copies of records and

accounts pertaining to this Agreement shall be made available to the City upon request.

ARTICLE 3. Termination

3.1 Termination for Cause. In the event of substantial failure by Consultant to perform in accordance with the terms of this Agreement, the City shall have the right to terminate Consultant upon ten calendar (10) days written notice, in which event Consultant shall have neither the obligation nor the right to perform further services under this Agreement; nor shall the City be obligated to make any further payment for work that has not been performed. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

3.2 Termination for Convenience. Upon thirty (30) calendar days' written notice to Consultant, the City may, without cause and without prejudice to any other right or remedy legally available to the City, terminate this Agreement. Upon such notice, Consultant shall have neither the obligation nor the right to perform services under this Agreement nor shall the City be obligated to make any further payment for work that has not been performed in accordance with the terms stated herein. In such case of termination, Consultant shall be paid for the completed and accepted work executed in accordance with this Agreement prior to the written notice of termination. Additionally, upon mutual agreement, Consultant may be paid for any completed and accepted work which takes place in order to achieve a specifically identified item in the scope of services or a milestone of the Agreement, between the written notice of termination and the effective date of termination. Unless otherwise stated or agreed upon, the effective date of termination shall automatically occur 30 days after the written notice is sent by the City. Consultant shall provide to the City all reports, surveys or other related documents upon the City's request.

ARTICLE 4. Liability, Indemnification and Insurance

4.1 General. The City and Consultant have considered the risks and potential liability that may exist during the performance of services by Consultant and have agreed to allocate such liabilities in accordance with this Article. During the performance of services under this Agreement, Consultant shall purchase and maintain insurance coverage as hereinafter set forth, without lapse or changes contrary to the requirements of this section. Words and phrases used in this Article shall be interpreted in accordance with customary insurance industry usage and practice.

4.2 Indemnity & Professional Liability Insurance. To the extent permitted by law, Consultant

agrees to defend, indemnify and hold harmless the City of Fayetteville and its elected officials, employees, agents, successors, and assigns, from any and all liability and claims for any injury or damage caused by any act, omission or negligence of Consultant, its agents, servants, employees, Proposers, licensees, or invitees. Indemnification of the City by Consultant does not constitute a waiver of the City's governmental immunity in any respects under North Carolina law. Consultant agrees to purchase and maintain professional liability insurance (errors and omissions insurance) in the amount of \$1,000,000 coverage for each claim, with a general aggregate of \$2,000,000. Said insurance coverage shall be underwritten by an insurance company authorized to do business in the State of North Carolina by the North Carolina Department of Insurance, with an A.M. Best rating of not less than A.

4.3 Indemnity & General Liability Insurance. Consultant agrees to defend, indemnify and hold the City, its servants, agents and employees, harmless from and against all liabilities, claims, demands, suits, losses, damages, costs and expenses (including attorney's fees) for third party bodily injury to or death of any person, or damage to or destruction of any third party property, to the extent caused by the negligence of Consultant, Consultant's employees, and Consultant's subcontractors, for whom Consultant is legally responsible during the performance of services under this Agreement. Consultant shall purchase and maintain at all times during performance of services under this Agreement Commercial General Liability Insurance with combined single limits of \$1,000,000.00 coverage for each occurrence with a general aggregate of \$2,000,000.00, designating the City as an additional insured and which said insurance provides Consultant with insurance for contractual liability which Consultant has assumed pursuant to the terms of this Agreement.

4.4 Other Insurance. In addition to professional liability insurance and commercial general liability insurance set forth above, Consultant further agrees to purchase and maintain at all times during the performance of services under this Agreement insurance coverage as follows:

- (a) Worker's Compensation Insurance as required by North Carolina law and said policy shall also afford coverage to Consultant for employer's liability.
- (b) Automobile liability insurance with \$1,000,000.00 combined single limit for each accident covering bodily injury and property damage.
- (c) The CGL policy required above shall include independent Proposer liability coverage.

(d) If applicable, the CGL policy required above shall provide Consultant with products and completed operations insurance. Said coverage is to be written on an occurrence basis, with coverage extended for such a period of time in which suits can be filed before the running of the statute of limitations, on any claim for injury to person or property due to negligence of Consultant in the design of any building designed by Consultant under the terms of this Agreement.

ARTICLE 5. Independent Proposer Consultant is an Independent Proposer and shall undertake performance of the services pursuant to the terms of this Agreement as an Independent Proposer. Consultant shall be wholly responsible for the methods, means and techniques of performance. City shall have no right to supervise methods and techniques of performance employed by Consultant but City shall have the right to observe such performance .

ARTICLE 6. Other

6.1 Assignment. It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the City for the purposes described in this Agreement and Proposal shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the City.

6.2 Non-Appropriation. Notwithstanding any other provisions of this Agreement, the Parties agree that payments due hereunder from the City are from appropriations and monies from the City Council and other governmental entities. In the event sufficient appropriations or monies are not made available to the City to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the City.

6.3. Governing Law. The validity, interpretation, and execution of this Agreement and the performance of and rights accruing under this Agreement are all to be governed by the laws of the State of North Carolina.

6.4 Venue & Forum. The Parties expressly agree that if litigation is brought in connection with this Agreement and (1) the litigation proceeds in the Courts of the State of North Carolina, the Parties agree that the appropriate venue shall be in Cumberland County (Fourteenth Judicial District of North Carolina); or (2) the litigation proceeds in a federal court, the Parties agree that the appropriate venue shall be the United States District Court for the Eastern District of North

Carolina.

6.5 Non-Discrimination. Consultant agrees not to discriminate by reason of age, race, religion, color, sex, national origin, disability or other applicable law while performing the services required herein.

6.6 Compliance with Laws. Consultant agrees to comply with all applicable laws, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

6.7 Severability. The Parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if they may continue to conform to the purposes of this Agreement and the requirements of applicable law.

6.8 Amendment. The City and Consultant may, from time to time, request changes in services to be performed by Consultant. Any such changes that are mutually agreed upon by the City and Consultant shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or validation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the Parties hereto, shall not be binding.

6.9 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. Any proposed change to this Agreement shall be submitted to the City for its prior approval. No modification, addition, deletion, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

6.10 Force Majeure. 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, adverse governmental actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

6.11 Morality Clause. If, in the sole opinion of the City, at any time Consultant or any of its owner(s) or employee(s) or agent(s) (collectively referenced as an “Actor”) engages in any one or

more of the actions below, the City may immediately upon written notice to Consultant, terminate this Agreement, in addition to any other rights and remedies that the City may have hereunder or at law or in equity:

1. bring disrepute, contempt, scandal, or public ridicule to the Actor;
2. subject the Actor to prosecution;
3. offend the community or public morals/decency;
4. denigrate individuals or groups in the community served by the City;
5. is scandalous or inconsistent with community standards or good citizenship;
6. adversely affect the City's finances, public standing, image, or reputation;
7. is embarrassing or offensive to the City or may reflect unfavorably on the City; and,
8. is derogatory or offensive to one or more employee(s) or customer(s) of the City.

6.12 E-Verify. Consultant hereby acknowledges that "E-Verify" is the federal E-Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Consultant further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Consultant hereby pledges, attests and warrants through execution of this Agreement that Consultant complies with the requirements of Article 2 of Chapter 64 of North Carolina General Statutes and further pledges, attests and warrants that any subcontractors currently employed by or subsequently hired by Consultant shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

6.13 Divestment of Companies Boycotting Israel or that Invest in Iran Certification.

Consultant certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company

engaged in the boycott of Israel ((i) and (ii) to be collectively referred to as “FD Lists”); and (iii) it will not take any action causing it to appear on the Treasurer’s FD Lists created by the NC State Treasurer during the term of this Agreement. By signing this Agreement, Consultant further agrees, as an independent obligation, separate and apart from this Agreement, to reimburse the City for any and all damages, costs and attorneys’ fees incurred by the City in connection with any claim that this Agreement or any part thereof is void due to Consultant appearing on the Treasurer’s FD Lists at any time before or during the term of this Agreement.

6.14 Survival of Terms. All warranties, covenants, and representations contained within this Agreement and all applicable work authorizations, if any, shall continue in full force and effect for three (3) years after the execution and delivery of the final product, act, or service taken in furtherance of this Agreement. Survivability shall not be impacted, or otherwise shall not be rendered null or void, by the termination or natural expiration of this Agreement or other applicable work undertaken in furtherance of this Agreement.

6.15 **CITY’S TERMS SUPERSEDE.** To the extent that there are terms in any of the attachments that conflict with the terms of this Agreement, the terms of this Agreement are superseding.

[Signature page to follow]

[CONSULTANT COMPANY]

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

CITY OF FAYETTEVILLE

JENNIFER L AYRE, MPA, MMC
City Clerk

By: _____
DOUGLAS J. HEWETT, ICMA-CM
City Manager

Date: _____

This instrument has been pre-audited in the
manner required by the Local Government
Budget and Fiscal Control Act.

KIMBERLY TOON
Assistant Chief Financial Officer-Purchasing