



**CITY OF ROCKY MOUNT**

**Human Resources Department**

**Request for Proposal #: 320-200122RP**

**Incident Report Management System**

**Date of Issue: 1/25/2022**

**Proposal Opening Date: 2/8/2022**

**At 04:00 PM ET**

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

Ramona Plemmer

Senior Purchasing Technician

Email: [ramona.plemmer@rockymountnc.gov](mailto:ramona.plemmer@rockymountnc.gov)

Phone: 252-972-1226



ROCKY MOUNT, NC  
THE CENTER OF IT ALL

## CITY OF ROCKY MOUNT

### Request for Proposal

**#320-200122RP**

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For internal City Purchasing Office processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name

## CITY OF ROCKY MOUNT *Human Resources*

**Refer ALL Inquiries regarding this RFP to:**

Ramona Plemmer  
Reference cover sheet

**Request for Proposal # 320-200122RP**

**Proposals Due Date: 2/8/2022**

**Contract Type: Technology/ Software**

### **EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or the City. As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any City Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the City, or from any person seeking to do business with the City. By execution of this response to the RFP, the undersigned certifies, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days.

### **ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the City of Rocky Mount, an authorized representative of the City of Rocky Mount Purchasing Office shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR CITY USE ONLY:** Offer accept, and Contract awarded this \$ \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ as indicated on the attached certification, by \_\_\_\_\_ Purchasing Manager.

**PRE-AUDIT:** This instrument has been preaudited in the manner required by the Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Date

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## 1.0 PURPOSE AND BACKGROUND

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The City of Rocky Mount is committed to providing a safe and healthy work environment for all employees. The Human Resources Safety Coordinator is responsible for facilitating a number of programs and services designed to prevent accidents and injuries and to assure compliance with state and federal safety regulations.

The procurement of an incident report management system will allow the Safety Coordinator to ensure OSHA compliance.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

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

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the City determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The City may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the City rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

Contact with anyone working for or with the City regarding this RFP other than the City Contract Specialist named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor’s offer, at the City’s election.

### 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The City will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFP	City	Tuesday 1/25/2022
Submit Written Questions	Vendor	Thursday 1/27/2022
Provide Response to Questions	City	Monday 1/31/2022
Submit Proposals	Vendor	Tuesday 2/8/2022
Contract Award	City	TBD
Contract Effective Date	City	TBD

## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Ramona.Plemmer@rockymountnc.gov by the date and time specified above. Vendors should enter “RFP # 320-200122RP: Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

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

Questions received prior to the submission deadline date, the City’s response, and any additional terms deemed necessary by the City will be posted in the form of an addendum the City of Rocky Mount Purchasing web-page and/or to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise in

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

## 2.5 EMAILING OR MAILING INSTRUCTIONS

**Instructions:** Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items as described herein.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL NUMBER: 320-200122RP Attn: Ramona Plemmer City of Rocky Mount PO Box 1180 Rocky Mount NC 27802	PROPOSAL NUMBER: 320-200122RP Attn: Ramona Plemmer City of Rocky Mount 331 S. Franklin Street Rocky Mount NC 27802

Vendors shall deliver either **one (1) signed electronic emailed copy** to [ramona.plemmer@rockymountnc.gov](mailto:ramona.plemmer@rockymountnc.gov) response or **one (1) signed original executed proposal** to the address identified in the table in this Section. Address package and insert proposal number as shown in the table above.

Proposal number shall be marked on the outside of the sealed envelope with the Vendor’s name and date and time of opening.

**IMPORTANT NOTE:** It is the responsibility of the Vendor to have the signed proposal physically in this Office by the specified time and date proposals are due, regardless of the method of delivery. **This is an absolute requirement.** The time of delivery will be marked on each proposal when received, and any proposal received after the submission deadline will not be accepted or evaluated.

All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service or method—is entirely on the Vendor. Note that the U.S. Postal Service generally does not deliver mail to the street address above, but to the City’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered to the purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal.

If proposal is hand delivered please note that the Frederick E. Turnage Municipal Building requires all visitors to sign in with the guard stationed on the first floor. Visitors will only have access through the building accompanied with a City employee.

**This informal RFP does not require a public opening of bids.**

## 2.6 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS AND CONDITIONS
- f) Completed and signed version of ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

## 2.7 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BUYER:** The employee of the City or Other Eligible Entity that places an order with the Vendor.
- b) **CONTRACT LEAD:** Representative of the City of Rocky Mount Purchasing Office who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the City and who will administer this contract for the City.
- c) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- d) **RFP:** Request for Proposal
- e) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

### 3.1 METHOD OF AWARD

Contracts will be awarded in accordance with the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

**Evaluation Criteria.** If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. Proposals will be reviewed and evaluated on a 100-point basis as outlined below. After evaluating all submissions, the City may ask some or all of the firms that submitted a response to participate in interviews and solution demonstrations. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

Criteria	Points
Experience and qualifications	20
Proposed approach	10
Questionnaire	10



Technology	20
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**Price: (40 Maximum Points)**

The proposal with the lowest cost will receive a score of XX. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$XX \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

**3.2 PROPOSAL EVALUATION PROCESS**

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

- a) Proposals are requested for the items as specified, or item(s) equivalent in design, function and performance. The City reserves the right to reject any proposal on the basis of fit, form and function as well as cost.
- b) The City shall review the responses to this RFP to confirm that they meet the specifications and requirements. The City reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the City will review and assess the Vendors' pricing. The City may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the City is not required to request clarification, and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor. Prices proposed cannot be altered or modified as part of a clarification.
- d) Proposals will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the City.

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

**CONFIDENTIALITY DURING PROCESS:** During the evaluation period and prior to award, all information concerning the quote and evaluation is confidential, and possession of the quotes and accompanying information is limited to personnel of the issuing department and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of a Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the quote) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the City.

**3.3 PERFORMANCE OUTSIDE THE UNITED STATES**

Vendor shall complete ATTACHMENT C: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the City may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the City:

- a) Total cost to the City
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions

- d) Protection of the City's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the City's business requirements and internal operational culture
- g) Particular risk factors such as the security of the City's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

### **3.4 INTERPRETATION OF TERMS AND PHRASES**

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the City to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### **4.1 CONTRACT TERM**

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within 30 business days of the Effective Date.

At the end of the Contract's current term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The City will give the Vendor written notice of its intent whether to exercise each option no later than 30 days before the end of the Contract's then-current term. In addition, the City reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### **4.2 PRICING**

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

### **4.3 INVOICES**

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: Accounts Payable  
PO Box 1180  
Rocky Mount, NC 27804

**4.4 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the City of Rocky Mount. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

**4.5 REFERENCES**

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The City may contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER

**4.6 PERSONNEL**

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The City will approve or disapprove the requested substitution in a timely manner. The City may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the City may request acceptable substitute personnel or terminate the contract services provided by such personnel.

**4.7 VENDOR’S REPRESENTATIONS**

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the City under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors(s) that may be approved by the City. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this Contract or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor 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.

## 5.0 STATEMENT OF WORK

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### 5.1 GENERAL

The awarded vendor shall provide an incident management workflow web-based program that maintain city wide incident reports. The following deliverables outlined in section 5.1, 5.2 and 5.3 must be met.

### 5.2 SYSTEM REQUIREMENTS

#### System/Website:

- a. Provide installation and maintenance of web-based program
- b. Provide downloadable applications for Smartphones, notebooks and other devices
- c. Unlimited access 24-7-365 from any handheld device or desktop computer with guaranteed uptime
- d. Encryption required for sending confidential and sensitive information
- e. Shall be able to interface with MUNIS
- f. Ability to create custom fields for data entry specific
- g. Ability to create custom dashboards and key performance indicators for a visual representation of data
- h. Ability to create custom automated notifications
- i. Easy to maneuver website
- j. Maintain and update website, must be compatible with windows 10 and up

#### Reporting:

- a. Generate all OSHA Compliance forms and state level form in their exact formats
- b. Create custom reports using a report builder and schedule reports for automated delivery
- c. Ability to extract data in a PDF, Excel, CSV or Word formats and even send to FTP/SFTP sites
- d. Custom date range for reporting

#### Users:

- a. Shall have levels of access with assigned permissions
- b. Unlimited Users, Administrators, Locations, and Transactions
- c. Ability to add or remove new employees, users, locations etc.

#### Support:

- a. Unlimited Training, Support, and Support resources
- b. Provide web-based webinars for new users
- c. Provide tech support with an assigned project manager
- d. Ability to provide on-site consultation services as needed
- e. Training and tech support upon request to create custom reports in the report builder

Note. The city maintains control and ownership of its data. In the event the awarded company loses a successive bid, goes out of business the city maintains control of its data and it is packaged in such a method that it can be received by the city.

### 5.3 INCIDENT MANAGEMENT AND REPORTING

- a. All incidents
- b. Injury/illness
  - a. Workers comp claim submission
- c. Complaints
- d. Fires
- e. General Liability

- f. Agency visits
- g. Near miss
- h. Other incident
- i. Property damage
- j. Spills
- k. Vehicle accident
- l. Security incident
- m. Quality incident
- n. Multi-lingual interfaces
  - a. English
  - b. Spanish
- o. Upload of vehicle fleet information
- p. One-time historical upload

#### **5.4 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

#### **5.5 TECHNICAL APPROACH**

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

#### **5.6 ACCEPTANCE OF WORK**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the City shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the City shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the City may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

#### **5.7 QUESTIONS TO VENDOR**

Vendor shall respond to each of the following questions. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process.

1. Can you deliver all the items/features noted in the statement of work section 5.2 and 5.3? [REDACTED]
2. If requested, can you provide an online demo or webinar outlining your companies process? [REDACTED]

#### **5.8 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the City, up to three (3) months after such end date all such reasonable transition assistance requested by the City, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the City or its designees. If the City exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The City shall pay Vendor for any resources utilized in performing

such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the City a project manager. The project manager shall be the City's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

### **6.2 CONTINUOUS IMPROVEMENT**

The City encourages the Vendor to identify opportunities to reduce the total cost the City. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### **6.3 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the City's Contract Lead for resolution. A claim by the City shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

### **6.4 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the City and Vendor.

**ATTACHMENT A: PRICING**

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<b>Line</b>	<b>QTY.</b>	<b>UOM</b>	<b>Description</b>	<b>Unit</b>	<b>Extended</b>
1	1	Each	Base cost for initial set-up *	\$ _____	\$ _____
2	12	Monthly	Service Year 1: 12 months of service	\$ _____	\$ _____
3	12	Monthly	Service Year 2: 12 months of service	\$ _____	\$ _____
4	12	Monthly	Service Year 3: 12 months of service	\$ _____	\$ _____

**TOTAL COST:**  \$

*\*\*Attach itemized pricing for initial set-up.*

**ATTACHMENT B: ACCEPTANCE OF GENERAL TERMS & CONDITIONS**

Review Terms and Conditions: General at <https://rockymountnc.gov/services-finance-vendor-registration/> Terms and conditions on the vendor webpage that do not apply to this bid: [Federal UG Terms](#), [FEMA Contract Provisions](#), [Sample Contract Terms](#).

- Check here to indicate that you have read and agree to the City of Rocky Mount General Terms & Conditions.

**ATTACHMENT C: SUPPLEMENTAL VENDOR INFORMATION**

**HISTORICALLY UNDERUTILIZED BUSINESSES**

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the City invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

- a) Is Vendor a Historically Underutilized Business?  Yes  No
- b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

If so, state HUB classification: [Redacted]

**NEW VENDOR REGISTRATION**

New vendors must complete a vendor registration form using the link below. If you are a current vendor that needs to update your vendor information you may also complete the online vendor registration form. Once registration is complete email a copy of your W9 an E-Verify Affidavit to the contact person listed on the coversheet.

[rockymountnc.gov/services-finance-vendor-registration/](https://rockymountnc.gov/services-finance-vendor-registration/)

**SUSTAINABILITY**

According to G.S. 143-58.2, it is the policy of this State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost effective.

Do the items offered have any recycled content?  Yes  No

If yes, what is the post-consumer recycled content? [Redacted] % What is the total recycled content? [Redacted] %

**Other sustainable properties:**

**HOW TO DO BUSINESS WITH THE CITY OF ROCKY MOUNT**

Becoming a Vendor <https://youtu.be/MGOjZxI4iQc>

Competing in the Bid Process <https://youtu.be/yy8dYzPOCUs>

Purchase Order, Payment and Performance <https://youtu.be/wA5zVTizZQM>



**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

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In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The City will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

**a) Will any work under this Contract be performed outside the United States?**       YES    NO

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
  
  
  
  
  
  
  
  
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

**b) The Vendor agrees to provide notice, in writing to the City, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States**       YES    NO

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the City of Rocky Mount under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**