

**AN ORDINANCE TO AUTHORIZE CONTRACT 15056DFPS –
DIGITAL PARKING PERMIT SYSTEMS --
WITH XEROX STATE AND LOCAL SOLUTIONS, INC.**

#4114

Sponsor:

Council
Member
Freel

Co-Sponsors:

Council
Members
D. Brown
Cabrera

WHEREAS, pursuant to §2-308 and §8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by Wilmington City Council by ordinance; and

WHEREAS, the City of Wilmington desires to obtain a digital parking permit system that will, among other things, automate the City’s permit application process and use License Plate Recognition technology to enforce the City’s parking laws; and

WHEREAS, the City publicly advertised a Request for Proposals (“RFP”) for Contract 15056DFPS – Digital Parking Permit Systems (the “Contract”) in accordance with §8-200 of the City Charter, and subsequently awarded the Contract to Xerox State and Local Solutions, Inc. (“Xerox”), which submitted the lowest price and best overall proposal; and

WHEREAS, the term of the Contract is for a period of three and a half (3.5) years beginning on or about January 1, 2016, at an annual cost of \$57,800, to be paid on a monthly basis, for up to 10,000 residential parking permits and 7,800 guest parking permits per year; and

WHEREAS, in the event that the annual residential parking permits exceed 10,000, Xerox shall charge the City \$5.00 per permit, and in the event guest parking permits exceed 7,800, Xerox shall charge the City \$1.00 per permit; and

WHEREAS, the Contract provides for (2) possible renewals of one (1) year each under the same terms and conditions, subject to the City also renewing City Contract

No. 15055DFPS – Parking Citation and Collection Services – in corresponding extendible option year(s); and

WHEREAS, the Contract provides the City with the option to purchase a second digital parking camera unit for \$55,400; and

WHEREAS, it is the recommendation of the Department of Finance that the City enter into the Contract as described above, a copy of which, in substantial form, is attached hereto and incorporated herein by reference.

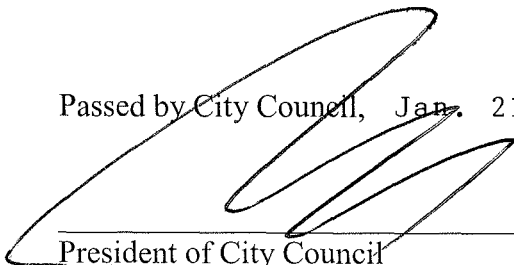
NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract 15056DFPS – Digital Parking Permit Systems - a copy of which, in substantial form is attached hereto, between the City and Xerox for a period of three and a half (3.5) years, at an annual cost of \$57,800.00, with two (2) possible renewals of one (1) year each as further set forth in the Contract, is hereby approved, and the Mayor or his designee, and the City Clerk are hereby authorized to execute as many copies of the Contract, and to perform all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be deemed effective upon its date of passage by City Council and approval by the Mayor.

First Reading.....November 5, 2015
Second Reading....November 5, 2015
Third Reading January 21, 2016

Passed by City Council, Jan. 21, 2016



President of City Council

ATTEST: Maribel Seijo
City Clerk

Approved as to form this
4th day of Nov., 2015

Danny Shet
Assistant City Solicitor

Approved this 27 day of Jan, ²⁰¹⁶~~2015~~

Dennis P. Weir
Mayor

SYNOPSIS AND FISCAL IMPACT: This Ordinance authorizes Contract 15056DFPS – Digital Parking Permit Systems -- with Xerox State and Local Solutions, Inc., for a period of three and a half (3.5) years at an annual cost of \$57,800.00 for up to 10,000 residential parking permits and 7,800 guest parking permits per year. If the annual residential parking permits exceed 10,000, then Xerox shall charge the City \$5.00 per permit, and if guest parking permits exceed 7,800, Xerox shall charge the City \$1.00 per permit. The Contract also provides for two (2) possible renewals of one (1) year each under the same terms and conditions, subject to the City also renewing City Contract No. 15055DFPS – Parking Citation and Collection Services – in corresponding extendible option year(s). In addition, the Contract provides the City with the option to purchase a second digital parking camera unit for \$55,400.

**CITY CONTRACT 15056DFPS
DIGITAL PARKING PERMIT SYSTEM
BETWEEN
THE CITY OF WILMINGTON
AND XEROX STATE & LOCAL SOLUTIONS, INC.**

THIS AGREEMENT, made the _____ day of _____ in the year **Two Thousand Fifteen** by and between the City of Wilmington, (the City) a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the Owner), and **Xerox State & Local Solutions, Inc.** (the Vendor) party of the second part (hereinafter designated the “Contractor”, “Xerox” or “Consultant”)

Article: 1. Services

The Contractor shall and will furnish and deliver per specifications, specifications as described in the attached Scope of Professional services (“Services”), which is incorporated as Schedule A on Professional Service contract **15056DFPS “Digital Parking Permit Systems”** for the Finance Department and Contractor’s Proposal detailing Contractor’s performance of the specifications in Schedule A which is incorporated by reference as submitted in response to the Advertisement for Proposals by the Department of Finance, Division of Procurement and Records date 18 December 2015 and 12 December 2015 and the specifications identified as Contract No. **15056DFPS** and by the signatures of the parties hereto, are, together with the said Contractor’s Proposal Advertisement for Bids, Instructions to Bidders, Forms of Proposal, addendums and answers to questions, and/or other documents pertinent thereto, hereby acknowledge and incorporated into these presents and are to be taken as a part of this Contract.

Article: 2 Compensation

It is understood and agreed by and between the parties hereto that the amount of this Professional Service Agreement is Fifty Seven Thousand Eight Hundred Dollars (\$57,800.00) per year for up-to 10,000 permits plus 7,800 guest permits per year. The breakdown and threshold for each permit type is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Digital Permits (@ 10,000 per year)	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Guest Permits (@ 7,800 per year)	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800	\$ 7,800
Total Combined Fees	\$ 57,800	\$ 57,800	\$ 57,800	\$ 57,800	\$ 57,800	\$ 57,800

In the event that the Residential Parking Permits exceeds 10,000 permits per year, Xerox will charge the City of Wilmington \$5.00 per permit over 10,000 permits. In the event that the Guest Permits exceeds 7,800 permits per year, Xerox will charge the City of Wilmington \$1.00 per permit over 7,800 permits. The annual rates will be divided into (12) twelve monthly payments. If the City wishes to purchase a second Digital Parking Permit camera unit the cost would be \$55,400 and would be billed to the City as a reimbursable. Additional fees would be added for a warranty. Payments shall be due to the Contractor within Thirty (30) days upon receipt of invoice.

Article: 3 Term

The term of this Contact shall be for a period of Forty-two (42) months, commencing on January 1, 2016 and expiring on June 30, 2019. The Parties may, by mutual consent, extend the agreement for two (2) one year option periods in accordance with all existing terms and conditions. The two one (1) year options can only be exercised if the City exercises the corresponding concurrent extendible option year(s) for City Contract No. 15055DFPS- Parking Citation Processing Collection Services.

Article 4. Early Termination

In the event of an early termination by the City for its convenience, Xerox shall be paid any fees due at the time of termination, plus any and all reasonable costs homed at the request and approval of the City in terminating the operation of the program, including but not limited to cost of settling with subcontractors, the administrative and professional costs incurred to prepare and negotiate the termination for convenience proposal, employee termination and relocation costs, and a reasonable profit thereon. In addition, City shall pay Xerox an amount representing recovery of any and all of the un-amortized Program costs based upon actual installation costs.

For purposes of Ownership of handheld equipment and Digital Parking Permit cameras supplied by Xerox in performance of the agreement, Early Termination is defined as any termination prior to the completion of performance of the base contract term and the completion of performance of both one year contract extensions by the Contractor. City shall pay Contractor an amount representing recovery of any and all of the un-amortized Program costs (assuming a fifty-seven (57) month amortization schedule for any equipment. Upon payment to the Contractor of all outstanding unamortized equipment costs by the City, the equipment shall become the property of the City.

Article 5. Other Terms and Conditions

The City of Wilmington General Terms and Conditions are attached as Exhibit A to and hereby incorporated as such.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed by their duly authorized representatives on the date(s) previously listed.

The party of the first part has, by recommendation of the **Director of Finance Department**, caused the hand of **Dennis P. Williams**, Mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered
in the presence of:

THE CITY OF WILMINGTON

Witness

By: _____
Dennis P. Williams, Mayor

ATTEST:

City Clerk

Xerox State & Local Solutions, Inc

Witness

By: _____
President (Seal)

ATTEST:

Secretary

Approved as to Form on this _____

Day of _____, 2015

First Assistant City Solicitor

Exhibit "A"

CITY OF WILMINGTON

General Terms and Conditions

Xerox State & Local Solutions Inc. ("Xerox" or "Consultant")

1. Insurance Coverage

Consultant shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: worker' compensation as required by law; Commercial general liability coverage with a combined single limit for bodily injury and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Such policies shall be issued by a financially sound carrier and/or carriers licensed to do business in the State of Delaware. Consultant shall provide the City with a standard ACORD form certificate of insurance evidencing the above stated coverage and naming the City as an additional insured on the commercial general liability policy.

2. Use of Subcontractors

Consultant may use qualified consultants, sub consultants, or subcontractors to perform the services required under this Agreement upon the approval of the City.

3. Discrimination

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4. Indemnification

Consultant shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, made by third parties, but only to the extent caused by, and resulting from the negligent acts or omissions of Consultant, its employees, agents, subcontractors, consultants, or sub consultants in pertaining the services required under this Agreement.

Without limiting the foregoing, Either Party shall not be liable to the other party or to any third party for any reason whatsoever arising out of or relating to this Agreement (including any breach of this Agreement) for loss of profits or for incidental, indirect, special, consequential, or punitive damages, notwithstanding the failure of any remedy provided herein.

Consultant's total, maximum liability for any and all damages shall not exceed an annual maximum of 50% of the revenue received in the prior 12 months with a total aggregate liability of 20 % of the total contract value received by the Contractor.

5. Records

Consultant shall maintain accounts and records necessary to support invoiced changes. The City shall not have access to journal entries, cost data or any confidential and/or proprietary information. Such records shall be made available for audit purposes to the (City or its authorized representatives) upon request.

6. Reports and Information

Consultant, at time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement. Time is of the essence of this Agreement.

7. Business License

Consultant shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. Taxes

Consultant shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. Findings Confidential

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustration, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Consultant under this Agreement are confidential, and Consultant agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. Ownership of Information

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slicks, and documents prepared, assembled, drafted, or generated by Consultant solely in connection with this Agreement shall become the exclusive property of the City. Consultant may keep copies of such documents for its records. Xerox shall retain ownership of eTIMS, PocketPEO, and all enterprise applications as well as the corresponding documentation, manuals and other information related to these Xerox items.

11. Notices

Any notice which is required or may be given in connection with this Agreement shall be addressed as follows:

City Solicitor
Law Department 9th floor
City of Wilmington
800 N. French Street
Wilmington, Delaware 19801

12. Independent Contractor

Consultant (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. Oral Modifications

This Agreement is not- to be changed orally, but only by an agreement in writing and signed by both parties.

14. Successors and Assigns

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Consultant, and their respective legal representatives, successors, and assigns.

Consultant's Signature: _____

Title: _____

Date: _____

“Schedule A”

SCOPE OF PROFESSIONAL SERVICES

Xerox will provide a system that will automate the permit application process Digital Parking Permit System (DPPS), to eliminate the need to manually issue Residential Parking Permits (RPP) stickers, use License Plate Recognition (LPR) technology for enforcement of the RPP program, and allow residents to utilize web based technology to apply, pay for, receive, and renew their RPP.

- The Vendor will provide training to City staff on a regular basis as system updates are made.
- The reports should be customizable with relevant data to help maintain and improve the process.
- The system needs to accommodate visitors and temporary requests generally received within a 24 hour period.
- The City requires access to Vendor during normal working hours.
- The Vendor is required to provide and install all necessary hardware and software, if applicable.
- The software should have the ability to upload information which may be mounted on a vehicle or integrated onto a hand-held device.
- Included in the RFP should be information regarding quality of work and the percentage of down time you currently experience with your system(s).
- The Vendor is to provide an alternative method of application for those residents without internet access.
- Permits will be virtual
- Xerox will provide one (1) LPR unit.