



# City of Fredericksburg

715 Princess Anne Street, Fredericksburg, VA 22401

## REQUEST FOR PROPOSAL (RFP) # **CoF17-0125**

### Regional Resource Tracking System and Mobile Application

**NIGP Commodity Codes:** 91500 - Communications and Media Related Services  
92003 - Application Service Provider (ASP) (Web Based Hosted)  
20854 - Internet and Web Site Software for Microcomputers

Issue Date: April 13, 2017 • Due Date/Time: **May 11, 2017 2:00 PM local time**

**PROPOSAL SUBMISSION:** All proposals must be received by the date and time shown on the cover page of this solicitation at the following address. Proposals received after the announced time and date for receipt will not be considered. **No faxed proposals will be considered.**

The face of the envelope or shipping container should be clearly marked in the lower left hand corner as follows:

RFP#:	CoF17-0125
TITLE:	Mobile Application – Regional Resource Tracking System
PROPOSAL DUE:	May 11, 2017

Delivery address:

**City Hall, Purchasing Office, Suite 203, 715 Princess Anne Street, Fredericksburg, VA 22401**

**Pre-proposal Conference:** No pre-proposal conference is scheduled.

**All inquiries for information related to the RFP must be submitted in writing no later than April 28, 2017 at 4:30PM local time and directed to: Lynn Enders, CPPO, VCO, Purchasing Agent at [lenders@fredericksburgva.gov](mailto:lenders@fredericksburgva.gov). Oral requests for information will not be accepted.** Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Agent. Any addenda, notifications, extensions, cancellations or changes will be posted on the City’s website at [www.fredericksburgva.gov](http://www.fredericksburgva.gov) and the Commonwealth of Virginia’s e-procurement website, [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification is required. It is the responsibility of the prospective Offeror to obtain all current information from either the City website or the eVA website.

*The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.*

Company Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Cell: \_\_\_\_\_

Printed Name: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

Title: \_\_\_\_\_

eVA Vendor ID: \_\_\_\_\_

Date: \_\_\_\_\_

Vendor SCC ID: \_\_\_\_\_

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

## TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. PURPOSE.....	1
II. BACKGROUND .....	1
III. STATEMENT OF NEEDS.....	1
IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS .....	5
V. EVALUATION CRITERIA.....	10
VI. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS.....	11
VII. PREPROPOSAL CONFERENCE .....	13
VIII. GENERAL TERMS.....	13
IX. SPECIAL TERMS.....	18
X. METHOD OF PAYMENT.....	22
XI. PRICING SCHEDULE.....	23
XII. ATTACHMENTS.....	23

## **I. PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit **unsealed proposals** from qualified sources to enter into a contract to provide a public safety mobile application encompassing a regional resource tracking system for the City of Fredericksburg, Virginia. Initial contract term shall be for one (1) year with an option to renew for two (2) additional one-year periods.

## **II. BACKGROUND**

The City of Fredericksburg is an historic and well preserved small town of approximately 30,000 residents. Strategically positioned approximately half way between Washington, D.C. and Richmond, Virginia, the City covers approximately 10 square miles.

The Fredericksburg Police Department is dedicated to serving and protecting the community. The Department works to maintain the safety of the citizens of Fredericksburg, to preserve the peace, and to protect property. Endeavoring to improve the quality of life in the City by developing strong relationships with the community, the Department is committed to the highest ethical standards of law enforcement and their duty to serve with honor and integrity.

The mission of the Fredericksburg Fire Department is to protect and serve those who live, work, or visit the city of Fredericksburg by providing highly trained, courteous, professional personnel for rapid response to their needs. The Department shares a vision of providing a safe community and work place through progressive, innovative, well equipped, well trained and dedicated professionals.

## **III. STATEMENT OF NEEDS**

The safety of the residents and visitors is of the utmost importance to the City. In an effort to focus on safety and leverage the use of smart phones, the City is seeking proposals for a regional resource tracking system deployed through a mobile application. The successful system will enable the public safety command center to identify locations of personnel (users) through the downloaded mobile smartphone application to include digital photo, video, audio and GPS tagged data of safety incidents. The data would be routed to a designated dashboard that will be accessed and viewed by safety officials.

The offeror shall have available and be able to demonstrate the use and functions of the following components and/or features for the regional resource tracking system and the mobile application. Describe in detail the manner in which each item is addressed by the system.

### **A. APPLICATION FUNCTIONALITY**

1. **System and Application Requirements**
  - a. Describe how the system may be operated in minimal steps in urgent situations
  - b. Describe how the system utilize the device's GPS tracking.
  - c. Describe the ability for the user to enable/disable GPS tracking.

- d. Explain the functionality of the application if an update is released. Describe typical time frame for updates to the application.
- e. Describe delivery options for the application. (Download from public application store, private distribution, etc.)
- f. How is the application supported on both Apple IOS and Android platforms?
- g. Provide details of minimal battery life consumption
- h. Describe typical footprint of application once installed on mobile device (e.g. How much space is required for the application and how large does the application typically grow)
- i. Describe the current authentication options. If two factor is not currently available, what is plan/timeline for implementation of such?
- j. Describe how the application will utilize City's map layers from Arcgis and what steps the City would have to perform in order to provide the layers required
- k. Describe the system's ability to load Building footprints, floor plans and/or other GIS data layers
- l. Describe the systems' ability to interface to City's Pictometry imagery
- m. Detail how users will be able to draw on the map and share interactively with other users
- n. Describe how users will be able to collaborate via data sharing (pictures, messaging, documents)
- o. Describe how the application will use the native camera on the device to take and send photos to other users.
- p. Describe how the system uses strict auditing methods and cryptography to secure and authenticate recordings so that they are admissible in court. Auditing methods include (but are not limited to):
  - 1. Trails based on date and time
  - 2. Usernames and/or ID numbers
  - 3. File access
  - 4. Exporting of files
  - 5. File security changes
  - 6. System settings changes
- q. Describe how the system allows searching of event data with the following (although not limited to) capabilities:
  - 1. Unit number
  - 2. Officer name
  - 3. Officer ID number
  - 4. Date and time (range or specifics)
- r. Indicate how GPS location information may be logged and reviewed at a later time per event.
- s. Describe the system storage and the ability to retain up to 30 days of event data without data recycling or overwriting.

- t. Criminal Data Conformability: This system has the potential to store evidence and other police records. Indicate how your system meets applicable Virginia State and federal laws protecting public safety information, as well, as being CJIS-compliant.
- u. Describe the evidence deletion process to include a grace period in which data is “marked for deletion” to give time to cancel a delete, if needed, within this time period.
- v. Explain how the system is enabled to accommodate different record retention rules, in particular the Library of Virginia’s Record Retention Rules.
- w. Describe the system’s security administrator role to authorize level of functions by user, containing a method of restricting or allowing access to parts of system including, but not limited to, search functions, renaming, redaction, deletion, copy, and download/upload. Outline system properties thoroughly.
- x. Describe the system’s ability to allow administrators to track user activity.
- y. City of Fredericksburg Police Dept. and the City of Fredericksburg IT Dept. shall have sole agency access to all stored evidence information located either on site or at a data center (hosted solution). Explain, in detail, how the system/application is safeguarded so ONLY City of Fredericksburg Police Dept., authorized users or users otherwise approved by the City have access.
- z. Describe the training provided for administrative personnel related to use of the system and functions.
- aa. Provide a list of compatible web browsers for the system and detail the functionality available via the browser.
- bb. Describe application persistency (in situations of extended inactivity). Explain how the system will operate in conjunction with device security.
- cc. Describe the system's interface capability with the Motorola's 700-800 MHz Radio System.
- dd. List the series of actions/steps that need to happen for the application to work and be reviewable by supervisors (ex. Each officer needs to open and keep open the app, GPS enabled, auto lock phone settings that may interfere with system function, etc.)
- ee. Describe the labeling in the system (officer name/unit with GPS location on the map).
- ff. Describe how multiple agencies working the same event can both segregate and consolidate staff movement and collaboration.
- gg. Describe the methods for data to be exported from the system, what formats are supported (Microsoft Excel, Comma Separated Value, etc.) and how often can complete exports of all data be performed

## 2. System Backbone: Turn-key In-house Solution

- a. Detail thoroughly through SLA or other method how security risks associated with cloud storage and transfer of sensitive public safety information or evidence may be avoided. Points to consider

are:

1. Security of data during connection and transfer to in house solution. Minimum of 256-bit AES encryption using SHA-1 algorithm
  2. Security of data at rest within In-house solution.
  3. Options preferred for dual factor authentication, IP access restrictions, and/or security challenge questions upon access from another location.
- b. Detail the server build-out on Dell Hardware, with Microsoft Windows Server 2012 R2 or greater operating system platform.
  - c. Describe the functionality of the storage solution - setting policies, managing storage and performing scheduled tasks such as data clean-up.
  - d. Address the storage data compression compliance with open industry standards. State compression rates that are supported by proposed system.
  - e. Describe how the server connects to the department's existing network to provide end-user review of stored data with ability to search retrieve event data from designated network workstations (typically all officer PCs.)
  - f. State, based on the Vendor's past experience in other agency deployments, the expected data volumes and transfer rates.
  - g. If the application is installed on a PC, describe the methods of security to prevent unauthorized access to server, but also allow user to run application, after initial installation, without local administrative access to their computer.

### **3. Backbone: Hosted "Cloud" Solution**

- a. Detail thoroughly through SLA or other method about the way that security risks associated with cloud storage and transfer of sensitive public safety information or evidence are avoided. Points to consider are:
  1. Security of data during connection and transfer to hosted cloud solution. Minimum of 256-bit AES encryption using SHA-1 algorithm
  2. Security of data at rest within hosted cloud solution.
  3. Security of data centers from physical access, with access control and contractor/visitor auditing.
  4. Environmental safeguards of data centers such as Fire Detection and Suppression, Uninterruptible Power Supplies, Power Generator Management, and Climate Control.
  5. Redundancy of data using multiple, physically non-contiguous US locations in the case of host server corruption or failure.
  6. Security of hosted network gateways using Intrusion Detection and Prevention, restrictive firewall rule sets,
  7. Redundancy and of network gateways using multiple, physically non- contiguous US locations in case of network related issues of host server
  8. Third party vendor access to system prohibited unless allowed by authorized personnel at City of Fredericksburg.
  9. Options preferred for dual factor authentication, IP access restrictions, and/or security challenge questions upon access from another location.
  10. If the City choses to utilize the data in a criminal data capacity then all individuals with access, both physical and virtual, will agree to become CJIS certified, fingerprinted and pass a background check.
  11. The data is not impacted due or forfeited due to e-discovery, search and seizure or other actions by third parties.
- b. Describe your plan, in a hosted scenario, for a disaster recovery and restoration of the City's data that is caused by the ceasing of your company's operations or an event that renders the hosted site

permanently unreachable and unusable. Also provide cost estimates for the City for the services to allow the City its owed data.

#### 4. Implementation of Services

Provide an implementation plan, address training schedules and product readiness for deployment.

#### 5. Maintenance and Support

Include a plan for providing 24x7x365 support in accordance with section 14 Support and Maintenance under IX Special Terms. List the annual cost for basic maintenance and support services, and note additional on-site or after-hours service costs separately. Please identify your office closest to us. Describe support workflow for technical assistance (web portal, call in to helpdesk, ticket generation etc).

In-House Solution: Contractor-provided remote accesses/diagnostic software should permit the Contractor's support personnel to access and diagnose most problems.

### IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

#### A. General Instructions:

**To ensure timely and adequate consideration of your proposal, offerors are to limit all contact, whether verbal or written, pertaining to this RFP to the City of Fredericksburg Procurement Office for the duration of this Proposal process. Failure to do so may jeopardize further consideration of Offeror's proposal.**

In order to be considered for selection, Offerors shall submit a complete response to this RFP.

#### **Proposal Delivery Methods:**

**Preferred - One (1) original and three (3) hard copies of each proposal and one (1) electronic copy (CD, DVD or removable drive) of each proposal must be submitted to the City by the due date and time.** If the proposal contains proprietary information, submit one (1) hard copy and electronic copy that DOES NOT contain the proprietary information, and mark it as a REDACTED copy. Any proposals received at the specified location after the deadline will not be considered and shall be returned unopened.

**Optional** - Proposals will also be accepted prior to the due date and time by electronic mail and sent to the Purchasing Agent, Lynn Enders at [lenders@fredericksburgva.gov](mailto:lenders@fredericksburgva.gov) with the hard copies and electronic file copy sent by any delivery method convenient by the due date and time on the cover sheet of this solicitation.

The Offeror shall make no other distribution of the proposal.

It is the Offeror's responsibility to ensure that proposal packages are received by the time and date indicated at the appropriate location. Proposals submitted elsewhere, including to other City buildings, will not be accepted.

Refer to the cover page of this document for the deadline and for the address.

#### 1. Proposal Preparation

An authorized representative of the Offeror must sign any submitted proposal. All required information should be submitted. If an Offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of proposal. **Failure to submit all required information may result in a lowered evaluation score of the proposal.** Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. The Offeror is responsible for all costs of proposal preparation. The City is not liable for any costs incurred in preparing a response to the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be organized in the order in which the requirements are presented in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements.

Other proposal format requirements include:

- a. The entire proposal response shall be **limited to 25 typed pages** (excluding the complete RFP) signed and filled out as required. The entire RFP, with signature page, must be included in the ORIGINAL proposal and the ELECTRONIC copy of the proposal. Additional copies must include the signed cover page, but need not include the remainder of the original RFP. See Section IV, entitled "Proposal Preparation and Submission Instructions," Item B, entitled "Specific Proposal Submission Instructions" for submittal requirements.
- b. No font smaller than 12 point.
- c. 8½ x 11 inch page size (larger pages are allowed for figures or tables, but they should be folded into the overall proposal and used sparingly.)
- d. All pages should be numbered.

Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

The **signed** proposal and required number of copies must be returned in a separate unsealed envelope, box, or other package, and identified as indicated on the Cover Page.

If mailed, proposals delivered that require an "Additional Postage Due" payment shall not be accepted.

Unsealed proposals may be hand delivered to the designated location in the office issuing the solicitation.



No other correspondence or other proposals should be placed in the envelope, box, or other sealable package.

## 2. Clarification of Terms

The City will assume no responsibility for oral instructions, suggestion or interpretation of this RFP. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Agent and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP must be submitted to the Purchasing Agent no fewer than seven (7) work days before the date set by this RFP for receipt of proposals by the City.** All inquiries must be submitted in writing to Lynn Enders, Purchasing Agent, via email, at [lenders@fredericksburgva.gov](mailto:lenders@fredericksburgva.gov). Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process.

Please include “RFP #CoF17-0125” in the subject line of the email.

Any addenda issued by the Purchasing Agent and will be posted on the City’s website, [www.fredericksburgva.gov](http://www.fredericksburgva.gov) and the state procurement website at [www.eva.virginia.gov](http://www.eva.virginia.gov). No other notification will be made.

## 3. Proprietary Information

All records pertaining to this procurement are open to inspection by the public under the Virginia Freedom of Information Act unless specifically exempted under Virginia Code § 2.2-4342. If you want portions of your proposal to be confidential, you must comply with § 2.2-4342(F), which requires that you (i) specifically invoke the protections of § 2.2-4342(F) before or upon submission of the data, (ii) identify the specific data to be protected, and (iii) state the reasons why protection is necessary. **You cannot mark pricing information as confidential.** If the City cannot tell which *specific* parts of the proposal are marked as confidential, if the entire proposal is marked as confidential, or if you do not completely comply with § 2.2-4342(F), the entire proposal is public information and the City will release it in response to a valid records request, in accordance with the timelines specified in § 2.2-4342(D).

***The classification of the entire proposal document and/or total proposal prices as proprietary or trade secrets is not acceptable.***

## 4. Oral Presentation

Offerors who submit proposals in response to this RFP may be required to present an oral presentation of their proposal to the Proposal Evaluation Team and/or the City Council. An oral presentation may provide an opportunity for the Offeror to clarify or elaborate on their proposal submittal. If held, the City will schedule the time and location of these presentations. If the Offeror is selected to give an oral presentation, such Offeror may be requested to provide additional copies of their proposal at that time.

Oral presentations are an option of the Proposal Evaluation Team and may or may not, be conducted. Therefore, proposals must be complete.

## **B. Specific Proposal Submission Instructions**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the Offeror's capabilities to provide the required goods/services. Offerors are strongly advised to provide a model for the City's evaluation purposes that represents their solution to all requirements depicted in the RFP, and which is complete, comprehensive, simple and easy to understand.

- Proposals should include ideas, information and recommendations that could result in a methodology for trainings, training approach suggestions, and cost-saving opportunities, if any. The proposal must indicate that the offeror agrees to all the terms contained in this solicitation.
- Offerors should clearly explain how their proposed mobile application platform functions, and features incorporate into a comprehensive, straightforward User experience.
- Describe the proposed software platforms used to implement the system, mobile application and database. This should include the software's overall architecture, languages, data management, maintenance requirements, project long-term usability and market share.
- Provide the number of Users who can use the app concurrently
- Identify the permissions that will be required on the end Users' phone (camera, browser, gps, etc.)
- Requirements of accessing the app, (i.e. will the users have to login, etc.)
- Proposed time line from award to implementation

Offerors are required to submit the following items, separated by tabs within the proposal and in sequential order corresponding to the related sections of this RFP:

### **TAB 1: RFP and Addenda**

The complete RFP (without attachments) signed and filled out as required. These pages will not count against the 25-page submittal limit. Also, include an original signed copy of any future addenda to this RFP that may be issued.

### **TAB 2: Methodology and Functional Requirements**

Provide a comprehensive written narrative addressing the solicitation requirements in the proposal that convincingly and realistically depicts all capabilities, qualifications, resources, plans, and processes, which can successfully enable the fulfillment all of requirements depicted in Section III, entitled "Statement of Needs." Include a

statement of understanding of the City's desired project schedule and a statement that the offeror's firm can meet the schedule.

At a minimum, address in separate and distinct sections, each of the following topics to describe the offeror's approach for providing the goods and/or services and each of the requirements, in addition to specifically addressing the following:

- Describe the approach to provide a solution for the City's requirements as described under Section III, entitled "Statement of Needs" for the regional resource tracking system and mobile application.
- Discuss the plan for conveying changes

**TAB 3: Qualifications and Experience.** A written narrative statement to include:

### **1. Organizational Structure**

- Experience in providing the goods/services described herein.
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project.
- References: Provide at least, but not limited to, four references for which work of a similar nature to that described herein was performed within the past three (3) years. The references should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment A. Vendor Data Sheet to provide the information.
- Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. See Attachment C. SCC

### **2. Demonstrated Knowledge and Experience**

- Details describing the firm's qualifications and background in providing these types of goods and services.
- Description of specialized experience in the type of services required in the Statement of Needs and current tasks, along with demonstrated knowledge and experience in the services outlined herein.

- Description of the firm’s experience analyzing a similar solution and providing these services described herein for other identified clients of comparable size or larger.

### 3. Litigation

Disclose any information about pending legal proceedings or business litigation against your firm, any officer, or principal. If necessary, provide an explanation and indicate the current status or disposition, not to exceed two (2) pages.

#### **TAB 4: Proposed Price and Payment Terms**

Submit a detailed price proposal which includes any and all costs associated with providing the goods/service. Include any costs that the City may not have contemplated in the pricing schedule, and include a summary on your ability to control costs.

- Proposal should clearly state payment terms desired, such as Net 30 days. Such terms as proposed shall be negotiable.
- Proposal should clearly state payment schedule desired. Such schedule proposed shall be negotiable.

#### **TAB 5: Additional Information**

This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- Attachment A: Vendor Data Sheet requested in Tab 3, Qualifications and Experience
- Attachment B: Proprietary and Confidential Information
- Attachment C: State Corporation Commission form
- Attachment D: Certificate of No Collusion

## V. EVALUATION CRITERIA

The Proposal Evaluation Team will review all proposals received by the proposal submission deadline. Proposals must be complete and responsive to all sections of the RFP. Proposals that do not fulfill all program requirements or omit any of the requested contents may receive a reduced evaluation score. **Failure to meet all mandatory requirements may result in a reduced evaluation score of up to 10% of the total available points.** Factors upon which proposals will be evaluated include:

<b>Evaluation Criteria</b>	<b>Point Value</b>
1. Functional Requirements	25

2.	Implementation of Services	25
3.	Qualifications and Experience	20
4.	Proposed Price	20
5.	Strength of overall proposal	10
		<hr/>
		<b>100</b>

1. Written narrative addressing the functional requirements and methodology to be used to perform the services and provide the goods. The ability, capacity, and skill of the firm to perform the work described herein in a manner consistent with City goals and standards. This should be addressed in Tab 2 – Methodology and Functional Requirements portion of the proposal.
2. Qualifications and Experience. This should be addressed in Tab 3 – Experience portion of the proposal.
3. Price. The ability to provide cost-effective goods/services. This should be addressed in Tab 4 – Proposed Price and Payment Terms portion of the proposal.
4. Strength of overall proposal. Overall quality of proposal submitted that specifically addresses the City’s RFP including the basic approach and understanding of the City’s objectives. This will be a component of the overall proposal.

## VI. OFFEROR ELIGIBILITY REQUIREMENTS AND QUALIFICATIONS

The following requirements and qualifications are **MANDATORY** and pertain to the solicitation only. Compliance will determine if Offeror may be deemed eligible for award.

1. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
2. **MANDATORY USE OF CITY FORM AND TERMS FOR RFPs:** Failure to submit a proposal on the official City form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the Standard Terms of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
3. **QUALIFICATIONS OF OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. **Verification of stated qualifications should be provided with the Offeror’s response.** The City reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding the Offeror’s capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to

carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By their signature on this solicitation, Offerors certify and warrant that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.
  
5. **VIRGINIA STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of Contractor's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
  
6. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice on the City website, [www.fredericksburgva.gov](http://www.fredericksburgva.gov), and the eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
  
7. **AWARD:** Selection shall be made of one (1) Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offerors, which, in its opinion, have made the best proposal, and shall award the contract to the Offerors as follows: It is the intent of the City to issue an award to the highest ranking Offeror. The City reserves the right to make awards, for any goods or services, depending upon the capabilities and benefits described in any Offeror's proposal, and as the City deems in its best interest. Such decision shall be based upon the City's sole and exclusive judgment.

The City may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the City Manager or Purchasing Agent, as appropriate, determine in writing and in their sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror(s). The award

document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## VII. PREPROPOSAL CONFERENCE

A preproposal conference is not scheduled.

## VIII. GENERAL TERMS

These are **mandatory and non-negotiable** terms applicable to any contract awarded under this procurement.

- A. **Authorization to do Business in Virginia.** Contractor is authorized to do business in Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 of the Virginia Code. Contractor will not allow its existence to lapse or its certificate of authority or registration to do business in Virginia to be revoked or cancelled during the term of this contract.
- B. **Relation to City.** Contractor is an independent contractor of the City. This contract does not create an employment relationship between the City and Contractor or any of its employees.
- C. **Prime Contractor and Subcontractors.** Contractor has prime responsibility for all services and goods to be provided under this contract, specifically including adequate supervision of work to be performed. This contract is only between Contractor and the City, and Contractor accepts full responsibility for the work performed and goods provided by, and the acts and omissions of, its subcontractors.

Subcontractor will not subcontract for any part of this contract without the advance written permission of the City Purchasing Agent. Contractor will provide the names, qualifications, and experience of any proposed subcontractors to the City Purchasing Agent.

- D. **Modifications.** Only the City Manager or City Purchasing Agent may modify this contract on behalf of the City. Only the original signatory of the contract on behalf of Contractor, or another individual authorized in writing by Contractor to modify the contract, may modify the contract on behalf of Contractor. Modifications to this contract can only be authorized in accordance with Code of Virginia § 2.2-4309. Modifications can only be authorized by the following methods:

City and Contractor may agree in writing to modify the terms of the contract. Any additional goods or services to be provided must be of a sort that is ancillary to, or within the same broad product or services categories as, those provided for in the original contract.

The City may issue written change orders for changes such as services to be performed, methods of packing or shipping, and place of delivery or installation. If Contractor determines that the change order will not necessitate a change in compensation or schedule, Contractor will comply with the change order upon receipt. If Contractor determines that the change order

will necessitate a change in compensation or schedule, Contractor will notify the City of that determination, and only proceed to comply with the change order upon the City's written approval.

The contract may be renewed by agreement if provided for in the description of the contract term.

Contractor shall not require any employee or agent of the City other than the City Manager or Purchasing Agent to execute any additional contract, license, or other agreement pertaining to this contract.

- E. **Freedom of Information Act.** All records pertaining to this contract are open to inspection by the public under the Virginia Freedom of Information Act (Virginia Code § 2.2-3700 *et. seq*) unless specifically exempted under the Act (including records properly exempted under Code of Virginia § 2.2-4342).
- F. **Audit.** Contractor will retain all records related to this contract for 5 years after final payment or until audited by the City, whichever comes first. The City may inspect these records upon reasonable notice to Contractor.
- G. **Ethics in Public Contracting.** Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- H. **Immigration.** Contractor does not, and will not during the performance of this contract, knowingly employ an unauthorized alien as defined in federal Immigration Reform and Control Act of 1986. Contractor will register for and participate in the federal E-Verify Program if required to do so under Code of Virginia § 2.2-4308.2. Contractor will provide the City with a copy of their E-Verify "Maintain Company" page to the City upon request. Failure to comply with E-Verify requirements subjects Contractor to automatic disbarment from City procurement until the requirements are met.
- I. **Non-Discrimination.** Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Contractor will post in conspicuous places, available to employees and applicants for employment, notices stating the terms of this section.

Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that the contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation are sufficient for the purposes of this section.



Contractor will include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.

Contractor will conform to the Federal Civil Rights Act of 1964, the Virginia Fair Employment Contracting Act of 1975, the Virginians with Disabilities Act, and § 2.2-4343.1E of the Virginia Public Procurement Act.

- J. **Drug-Free Workplace.** Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violating that prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the terms of this section in every subcontract or purchase order of over \$10,000, so that the terms will be binding upon each subcontractor and vendor.
- K. **Payments.** Contractor must provide its federal employer identification number and W-9 to the City before requesting payment.

Contractor will submit itemized invoices, with appropriate documentation, to the City, at the payment address shown on the purchase order or contract. All invoices must show the City contract or purchase order number and Contractor's federal employer identification number. No invoice may include any cost other than those listed in the contract or in an individual purchase order referencing the contract.

The City will pay invoices within 30 days of receipt. Any invoice not paid within 30 days will accrue 1% interest per month. When payment is made by mail, the date of the postmark will be considered the date of payment. If offset proceedings have been instituted under the Virginia Debt Collection Act, the date of offset will be considered the date of payment.

Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time an order is placed. In these cases, payments are contingent on the City's determination that all invoiced charges are reasonable. The City will notify Contractor within 30 days of invoice of any charges it determines to be unreasonable. Payment for those charges will be suspended until a settlement is reached. Contractor will not take legal action concerning the charges unless a settlement is not reached within 30 days of notification.

- L. **Subcontractor Payments.** Within 7 days after receipt of payment by the City for work performed by a subcontractor, Contractor shall a) pay the subcontractor for the proportionate share of the total payment received from the City attributable to the subcontractor's work, or b) notify the City and the subcontractor, in writing, of Contractor's intention to withhold payment and the reason for withholding the payment.

Contractor will pay interest of 1% per month to subcontractors on all amounts owed to the subcontractors which has not been paid or withheld under the terms of the preceding paragraph.

Contractor must require individual subcontractors to provide their social security numbers, and proprietorship, partnership, and corporate subcontractors to provide their federal employee identification numbers. Contractor will provide this information to the City upon request.

Contractor must require subcontractors to include the terms of this section in all contracts with other subcontractors.

M. **Non-appropriation.** All funds for payments after June 30 of the current fiscal year are subject to appropriation by the City Council. If Council does not appropriate the required funds, the City will terminate this contract on June 30 of the then-current fiscal year.

N. **Indemnification.** Contractor will save, defend, hold harmless, and indemnify the City, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with Contractor's negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the Contractor in performance or nonperformance of its work under the contract. This indemnification survives the termination of the contract.

O. **Insurance.** Contractor and any subcontractors will maintain the following insurance coverage, provided by insurance companies authorized by the Virginia SCC to offer insurance in Virginia, during the entire term of the contract. Contractor will provide copies of its Certificates of Insurance to the City.

a. Workers' Compensation—as required by law.

b. Employer's Liability--\$100,000.

c. Commercial General Liability--\$1,000,000 per occurrence and \$2,000,000 in the aggregate. The City must be named as an additional insured on this policy.

d. Automobile Liability -- \$1,000,000 combined single limit, if any motor vehicle not owned by the City is to be used in performance of the contract.

e. Professional Liability (i.e. Errors and Omissions)--\$2,000,000 per wrongful act, \$3,000,000 annual policy claims aggregate, if the contract is for accounting, architecture, asbestos contracting, healthcare, insurance/risk management, legal services, engineering, or surveying.

P. **Licensing.** Contractor will maintain all licenses and certifications required by applicable federal, state, and local governmental entities for provision of the goods and services to be provided under this contract.

Q. **Assignment.** Contractor will not assign or otherwise transfer any of its rights, obligations, or interests in this contract without the written permission of the City.

- R. **Choice of Law, Venue.** This contract is governed by Virginia law. The Circuit Court of Fredericksburg, Virginia is the exclusive venue for any litigation regarding this contract.
- S. **Claims.** Contractor must notify the City in writing of its intention to file a claim at the time of the occurrence or beginning of the work upon which the claim is based. All claims must be submitted less than 60 days after the final contract payment.
- T. **Dispute Resolution.** The parties will first endeavor to resolve any disputes, claims, or other matters in question between them through direct negotiations, and if direct negotiations fail, by non-binding mediation, with the exclusive venue of the mediation being the City of Fredericksburg. Should the dispute remain unresolved either (i) following negotiation and mediation, or (ii) more than 90 days after a party has requested mediation, either party may institute a lawsuit or chancery action, as appropriate, in Fredericksburg Circuit Court, and may pursue all available appeals in Virginia state courts, to the extent they have jurisdiction. Any agreement reached in mediation must be reduced to writing and executed by the parties; upon execution, the agreement will be enforceable as a settlement agreement.
- U. **Default.** The City is in default 1) if it fails to pay any amount due to Contractor; or 2) upon any other material failure to comply with the terms of the contract. Contractor is in default upon any material failure to comply with the terms of the contract.

A party alleging that the other party is in default must provide the allegedly defaulting party with written notice specifying the alleged default and allow 30 days for the default to be cured.

- V. **Remedies.** If the City does not cure a default after receiving notice, Contractor may a) terminate this contract, and b) exercise all remedies available at law. If Contractor does not cure a default after receiving notice, the City may a) terminate the contract, b) exercise all remedies available at law, and c) collect liquidated damages if available under Special Contract Terms. If the default is a failure to provide required goods or services, the City may, upon written notice to Contractor, procure those goods or services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs.
- W. **Termination.** The City may terminate this contract for any reason upon 30 days notice to Contractor. The City will promptly pay all amounts already earned by Contractor and reasonable expenses incurred in reliance upon the contract, up to the effective date of the termination. Receipt of the notice does not affect Contractor's obligations under the contract, including fulfillment of outstanding orders, up to the effective date of termination.

The parties can agree to terminate this contract at any time.

- X. **Notices.** Any notices pertaining to this contract must be sent by first-class mail to:

To the City:  
Fredericksburg City Manager  
P.O. Box 7447  
Fredericksburg, Virginia 22404-7447

To the Contractor:

The address listed on Contractor's Proposal or Bid. Contractor may change its address for notices by notifying the City in writing of the change.

- Y. **Severability.** If a court declares any part of this contract to be invalid, void, or unenforceable, the rest of the contract remains in effect.
- Z. **Strict Performance.** The failure of a party to insist upon the other party's strict performance of the terms of the contract is not a waiver of the right to insist upon strict performance of those terms at a later time.

## IX. SPECIAL TERMS

1. **Renewal of Contract.** This contract may be renewed by the Commonwealth for a period of two (2) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the City's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
  - a. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  - b. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. **Additional Goods and Services.** The City may acquire other goods or services that the supplier provides than those specifically solicited. The City reserves the right, subject to mutual agreement, for the Contractor to provide additional goods and/or services under the same pricing, terms, and conditions and to make modifications or enhancements to the existing goods and services. Such additional goods and services may include other products, components, accessories, subsystems, or related services that are newly introduced during the term of this Agreement. Such additional goods and services will be provided to the City at favored nations pricing, terms, and conditions.
3. **Acceptance Testing of System.** Contractor shall provide adequate access to the software to be provided under the contract for acceptance testing purposes. Contractor shall provide its written certification to the City when the software is installed, ready to use, and meets the requirements of the specifications and documentation in the scope of services. The City shall have 30 calendar days to test the system and report any defects or accept the system as is. The City shall either notify Contractor that the system is accepted or provide a description of issues to be resolved before the system can be accepted. Contractor shall correct any identified issues within 30 days and resubmit

the software to the City for testing. The City shall have 30 days to accept the resubmitted system; submit another list of issues to be resolved within 30 days; renegotiate the price, schedule, and scope of services of the contract; or terminate this contract. If the contract is terminated due to non-acceptance, Contractor shall refund all payments made by the City under the contract.

4. **Project Manager.** Contractor shall designate an employee as project manager for this contract. Contractor shall not assign any duties to the project manager that would conflict with the manager's responsibilities under this contract. Contractor will only designate a different project manager with the City's written permission, which will not be unreasonably withheld.

The project manager is responsible for coordination of all of Contractor's work under the contract, such as overall control over Contractor's work, communication with the City's point-of-contact, securing required approvals and permissions (system acceptances, work orders, etc.) from the City, attending meetings and walkthroughs with the City, and consulting with the City as requested on hardware, third-party software, network components and design, and other issues.

5. **No Other Costs.** Contractor warrants that the City will incur no costs for use and maintenance of the system, either on a one-time or continuing basis, other than those specified in this contract.
6. **Latest and Best Technology.** Contractor warrants that all goods and services provided by it under the contract represent the latest and best technology and versions available.
7. **Third-Party Goods and Services.** Contractor warrants that all third-party goods and services provided under the contract are provided at or below the manufacturer or supplier's suggested retail price.
8. **Licenses.** Unless otherwise stated in the solicitation, the licenses provided under this contract are non-exclusive and perpetual licenses. All acquired licenses may be used at any facilities and on any equipment selected by the City, and for any purposes for which they were procured. If necessary, Contractor shall assist the City with transfer of licensed software to additional equipment at Contractor's standard rates for service.
9. **Warranty.** Contractor warrants that all software provided under the contract will perform to the specifications of the contract, that the software has no known defects, security vulnerabilities, or security/privacy breaches that have not been disclosed to the City, and that the software has been tested for viruses and other malware. Contractor shall notify the City as soon as possible after discovery of a defect, security vulnerability, or security/privacy breach and provide a remedy within 90 days of discovery. Contractor warrants that no deliverable under this contract is dependent on any operating system or software that is no longer supported by Contractor or a third-party provider.
10. **Source Code.** Contractor shall place into escrow with an escrow agent acceptable to both parties a copy of the source code for the software provided under the contract. The City may access the source code if 1) Contractor ceases to do business or support the software; or 2) Contractor fails to fulfill any of its material obligations under the contract. Contractor shall update the software being held in escrow within 30 days of the release of a new version of the software.

11. **Major Version Releases.** Contractor shall supply to the City, upon request, any available major version releases of the software provided under the contract. The total price for an upgraded version shall not exceed the difference between the cost of the City’s version and the price that Contractor sells or licenses the upgraded software to others under similar circumstances.
12. **Remote Disabling.** Contractor will not use electronic self-help to prevent City’s use of Contractor’s software. City shall only be deprived of use of this software by order of a court of competent jurisdiction. Contractor warrants that the software does not contain any undisclosed restrictive code or automatic restraints that are not specifically and expressly authorized by this contract. Contractor will not introduce any restraints without first obtaining written approval from the City. No limitation of liability or consequential damages applies to a breach of this section.
13. **Personnel.** All of Contractor’s personnel providing goods and services under the contract shall be adequately qualified to provide those goods and services. Contractor shall remove from the project and replace any of Contractor’s personnel that the City deems unsuitable for the project.
14. **Support and Maintenance.** Contractor shall supply support services for the software provided under the contract, including software updates, bug fixes, upgrades, and major version releases, as long as the City continues to pay the support and maintenance fees described in the contract. The City may terminate this support at any time. Support includes:
  - A. Phone consultation concerning the software, including maintenance and error prevention.
  - B. User Guides and any hardware and software user manuals and other documentation.
  - C. Technical or engineering bulletin updates.
  - D. Diagnosis and remedy of problems with any software supplied by Contractor.
  - E. Logging of each service call, to be provided to the City upon request.
  - F. Recording of “bugs” (errors or defects) in the software.
  - G. If the software’s developer or manufacturer no longer supports a required system component, Contractor shall make every commercially reasonable effort to recommend and support a substitute product.

Contractor will follow these parameters for support calls:

Critical - Issues which make any mission-critical aspect of the System unusable.  
 Initial response time from Contractor support contact to City: 1 hour  
 Estimated time for defect correction: 24 hours

High - Severely impairs process and reduces user productivity, but there is an acceptable work around. Could be a major problem, but to a limited number of users or affecting functionality which is not needed on a daily basis.  
 Initial response time from Contractor support contact to City: 4 hours  
 Estimated time for defect correction: 3 Days

Medium - Impairs the process, but has workarounds. User is able to function near expected productivity.  
 Initial response time from Contractor support contact to City: 72 hours  
 Estimated time for defect correction: 14 Days

Low - Nice to have changes. No significant impact on the process. Would include some minor fixes, process improvements.

Initial response time from Contractor support contact to City: 10 Days

Estimated time for defect correction: 30 Days

The City is purchasing the software under this contract for the purpose of compliance with certain laws and governmental regulations, such as those of the U.S. government, Commonwealth of Virginia, City of Fredericksburg, or special districts and regional authorities. If those law and regulations or their interpretation or enforcement change, Contractor shall update the software accordingly. To request such a change, the City must make the request to Contractor 90 days in advance. The request must include a copy of the applicable law or regulation, the City's interpretation of the law or regulation, and a description of the specific changes requested. If the parties disagree over an interpretation, they shall seek the opinion of the governmental body responsible for promulgating or enforcing the law or regulation.

The parties may agree to continue maintenance on a year-to-year basis after the end of the original contract. The price for continued maintenance may be negotiated at the time of renewal; however, the cost shall not increase more than 3% from the previous year's cost. The City may cancel a maintenance agreement at any time and shall be liable only for a prorated cost of the renewal maintenance term.

15. **Implementation Reviews.** Contractor and the City shall meet bi-weekly until system acceptance of this contract, at the City IT Department or by phone conference, to review the planning and progress of the project. Contractor's project manager shall attend all of these meetings. Contractor shall respond promptly to any concerns raised by the City at the meetings.
16. **New Equipment.** Unless otherwise stated in the contract, any equipment supplied by Contractor shall be new and unused.
17. **Title to Software.** Contractor shall only provide to the City software that it wholly owns or software that it has full legal authorization of the actual owner to license to the City under the terms of this contract.
18. **ADA Web Accessibility.** Contractor shall comply with all federal regulations on ADA Web Accessibility, including the Web Content Accessibility Guidelines (WCAG) 2.0 A and AA.
19. **Survival.** The following terms survive the expiration or termination of this contract: Licenses, Warranty, Source Code, Remote Disabling, Data Privacy and Security, Confidentiality, and Advertising.
20. **Ownership of Documents.** All information supplied by the City under this contract remains the sole property of the City. All materials (such as inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, data, and original works of authorship) prepared by Contractor specifically in performance of this contract become property of the City. Upon completion of the task orders or termination of the contract, the Contractor shall promptly return to the City all data supplied by the City still in Contractor's possession, and Contractor shall turn over to the City originals of all materials prepared specifically in performance of this contract, in hard copy, electronic format, or both, as

desired by the City. Contractor assigns to City the copyrights to all work prepared, developed, or created under this contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) display the work publicly.

21. **Confidentiality.** Contractor will hold confidential any information provided by the City under this contract. Contractor will not disclose this information to any third party, during or after the term of this contract, unless required to do so by valid court order or subpoena.
22. **Data Privacy and Security.** Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process City data within the continental United States. Contractor shall back up all City data daily to an offsite hardened facility.
23. **Data Breaches.** With regard to any information provided by the City to Contractor, Contractor shall comply with Code of Virginia § 18.2-186.6, which contains notification requirements for individuals and entities who possess personal information of Virginia residents and who reasonably believe that the personal information was accessed or acquired by an unauthorized person or entity. In addition, Contractor shall immediately notify the City of such a breach, permit the City to participate in the investigation of the breach, and permit the City to make any notification required or permitted by law.
24. **Advertising.** Contractor will not make any news or advertising releases pertaining to this contract for any purpose, specifically including use for marketing references, without advance written permission from the City.
25. **Uptime.** The hardware and software to be provided by Contractor constitute a mission-critical public safety system for the City. Contractor warrants that the system (hardware and software) provided under this contract will have 99.9% uptime per calendar month, except for scheduled maintenance approved in advance by the City and emergency maintenance. Failure to maintain this uptime is a material breach of the contract.

## **X. METHOD OF PAYMENT**

The contractor will be paid on the basis of invoices submitted in accordance with the solicitation and any negotiations.

The contractor shall be paid using one of the following methods for all procurements:

1. **Small Purchase Charge Card (SPCC):** At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the City will authorize payment by SPCC, currently Bank of America Visa. Any “Check-out fees” imposed by the contractor must be disclosed prior to the purchase and shall be detailed in a separate line item on the receipt at point of sale. No check-out fee or surcharge may be greater than 4% of the total sale.
2. **Check or ACH:** Payment will be made 30 days after satisfactory performance of the contract in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with the Virginia Prompt Payment Act. Ref.: Code of Virginia, Sections 11-62.1 through 11-62.9.



To be considered eligible for payment, **all invoices must be received at the following address should reference the purchase order and contract numbers:**

City of Fredericksburg  
Attn: Accounts Payable  
PO Box 7447  
Fredericksburg, VA 22404-7447

## **XI. PRICING SCHEDULE**

The contractor shall provide pricing for all products and services included in the proposal including all on-going maintenance and support cost.

## **XII. ATTACHMENTS**

Attachment A – Vendor Data Sheet  
Attachment B – Proprietary and Confidential Information  
Attachment C – State Corporation Commission Form  
Attachment D – Certification of No Collusion  
Attachment E – Third-Party Access  
Attachment F – Nondisclosure and Confidentiality Agreement

**ATTACHMENT A.**  
**Vendor Data Sheet**

**Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)**

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
  
2. Vendor's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_
  
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
  
4. Vendor Information: eVA Vendor ID or DUNS Number: \_\_\_\_\_
  
5. References: Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_  
Project: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT B. Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: \_\_\_\_\_ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on \_\_\_\_\_.  
Date

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

DATA/MATERIAL TO BE PROTECTED	SECTION NO. & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

## Attachment C. State Corporation Commission Form

**Virginia State Corporation Commission (“SCC”) registration information:** The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror’s out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

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

## ATTACHMENT D. CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of \_\_\_\_\_, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Date

### ACKNOWLEDGEMENT

STATE OF VIRGINIA

CITY OF FREDERICKSBURG, to wit:

The foregoing Certification of No Collusion bearing the signature of \_\_\_\_\_ and  
Dated \_\_\_\_\_ was subscribed and sworn to before the undersigned  
notary public by \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

### CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

## City of Fredericksburg Information Systems Access Policy

### **Purpose:**

The purpose of this policy is to establish the rules for access to City of Fredericksburg information systems.

### **Scope:**

This policy outlines the responsibilities of anyone other than a City employee that requires access to City information systems, such as software vendors, contractors, consultants, business partners, and security companies (referred to in this policy as “outside parties”). This policy also outlines the responsibilities of City employees responsible for the managing that access.

### **Policy:**

#### **Server Rooms**

Anyone accessing the City’s server rooms must follow the City’s **Server Room Access Policy**.

#### **Third Party Policy Guidelines**

1. All work by outside parties must be scheduled with and pre-approved by the City’s Information Technology Department. All configuration information of any installed software must be made available to IT. All installed software must be virus checked to IT’s standards.
2. Access will be permitted only to City information that has been pre-approved by IT.
3. Remote access must meet the following minimum security requirements:
  - Remote support connections must be encrypted with a minimum of AES128 bit encryption.
  - Remote support connections must have an inactivity timeout with a maximum of 15 minutes.
  - Remote support connections must be configured to allow the City to monitor the remote session.
  - Remote support access shall use as few rights as possible to complete the given task.
  - Remote support access must be configured to allow the City to disconnect at any time.
  - Remote support access must have an up-to-date and operational virus/malware scanner.
  - Remote support access must be secured by either a software-based firewall installed on the computer or a hardware-based solution. It must be up-to-date and operational.
  - Any special considerations must be approved by IT.
4. Outside parties accessing information the City deems confidential must execute the City’s standard Nondisclosure Agreement.
5. Any City information acquired by an outside party under a contract or other agreement with the City shall only be used for the purposes stated in that contract or agreement; it may not be used for an outside party’s own purposes or divulged to others.
6. All outside parties accessing City information systems shall comply with all applicable City standards and policies, such as policies on acceptable use, software licensing, safety, auditing, security, nondisclosure, and privacy. The City will provide these policies upon request.
7. The City may designate a member of the IT Department as the point of contact for outside parties accessing the City’s information systems.
8. Outside parties shall provide the City with a list of all its employees and all of its subcontractor’s employees that will be accessing the City’s systems. No person may access the City’s systems without the City’s advance written approval.

9. Each outside party's access to systems must be uniquely identifiable and authenticated, and password management must comply with the City's password policy. Managing connectivity with partner networks can be handled different ways depending on what technologies are in place (e.g. encryption, intrusion detection, DMZ architecture).
10. Any non-City computer or other device connected to the City's systems must have up-to-date virus protection and patches. The Third Party shall be held accountable for any damage to the City's network and/or data should it be determined that the incident was directly related to that Third Party's access.
11. All outside party personnel working on City property must acquire a City ID badge to be displayed at all times while on the premises. The badge must be returned to the City upon termination or completion of the contract.
12. Upon request, outside parties shall provide documentation that their employees that have access to City confidential information have been cleared to handle that information. The City may perform background checks on any person seeking to access the City's systems.
13. Outside parties must be able to explain how City information will be handled and protected when in the outside party is in possession of the information.
14. Outside parties must report all security incidents to City IT personnel.
15. Outside parties must follow all applicable change control procedures and processes.
16. All software used by outside parties in providing service to the City must be properly inventoried and licensed.
17. Outside parties must comply with all applicable auditing regulations and City auditing requirements.
18. Work outside of regular work hours must be pre-approved in writing by IT.
19. All outside party maintenance equipment on the City's network that connects to the outside world shall remain disabled except when in use for authorized maintenance.
20. Upon termination or expiration of a contract between the City and an outside party, the outside party shall collect all confidential information, return it to the City or destroy it, and certify to the City that this has been done, within 48 hours. All equipment and supplies must also be returned, as well as any access cards and identification badges. All equipment and supplies retained by the outside party must be documented and authorized by the IT.
21. The City may monitor system and network log files.
22. The City will eliminate outside party's access after the outside party's contract has been completed or terminated. This includes:
  - Removing the outside party's authentication and all means of access to systems.
  - If needed, ensure that incoming e-mail is re-routed to an appropriate person.
  - Archiving any outside party software configuration, and transferring ownership to designated City staff.
  - Obtain a written statement from the outside party that any software created or installed by the outside party is free of viruses and any other malicious code.

### **Non-Compliance**

Violations of this policy will be treated like other allegations of wrongdoing at the City of Fredericksburg. Allegations of misconduct will be adjudicated according to the City's established procedures. Sanctions for inappropriate use of the City of Fredericksburg's systems and services may include:

1. Temporary or permanent revocation of system access;
2. Determination of breach of contract;
3. Termination of contract; and
4. Legal action.

Attachment F.

**Nondisclosure and Confidentiality Agreement**

This nondisclosure and confidentiality agreement, dated \_\_\_\_\_, 2016, is between the City of Fredericksburg, a Virginia municipal corporation, and \_\_\_\_\_, (the “Business Associate”).

**RECITALS**

- A. The Business Associate has been retained by the City to perform certain services on its behalf, specifically, \_\_\_\_\_.
- B. In connection with the Business Associate’s provision of services it will have access to sensitive, confidential, important, and/or proprietary Confidential Information and Protected Health Information (as defined below).
- C. No portion of Business Associate’s provision of services requires the capture, acquisition, use, or dissemination of any of the City’s information.
- D. City wishes to provide for the confidentiality of the City’s information.
- E. Business Associate agrees to these terms as a condition to receiving the contract to perform services for the City.

**AGREEMENT**

THEREFORE, in consideration of the foregoing, and in consideration of the award of the contract to perform the services referenced above, the Business Associate agrees as follows.

- 1. **Definitions.** For purposes of this Agreement,
  - a. “Confidential Information” will include:
    - i. Full Social Security Number (last 4 digits only are acceptable)
    - ii. Driver’s License Number
    - iii. Financial account number or credit/debit card number
    - iv. Criminal history information
    - v. State ID card number
    - vi. Passport number
    - vii. Personally identifiable medical information
    - viii. Secret tax information as described in VA Code 58.1-3
  - b. “Business Associate” will include the Business Associate and all successors and assigns, affiliates, subsidiaries (as applicable), and related companies of the Business Associate.
  - c. “Representative” will include the Business Associate’s managing members (as applicable), trustees, general partners (as applicable) and financial and legal advisors.



The term includes the officers, employees, agents, and contractors of the Business Associate and all persons who have access to Confidential Information by or through the Business Associate.

- d. “Protected Health Information” will have the same meaning as the term “protected health information” in 45C.F.R. §164.501, limited to the information created or received by the Business Associate from or on behalf of the City.
2. **Confidentiality.** At all times, both during and after the termination of its relationship with the City for any reason, the Business Associate and its Representatives will not obtain, retrieve, intercept, acquire, copy, download, use, disclose, or give others any of the Confidential Information in any manner whatsoever, and will hold and maintain the Confidential Information in strictest confidence. The Business Associate will ensure that all proper safeguards are in place to prevent the use or disclosure of the Confidential Information.
3. **Indemnity.** The Business Associate hereby agrees to indemnify the City against any and all losses, damages, claims, expenses, and attorneys’ fees incurred or suffered by the City as a result of a breach of this Agreement by the Business Associate or its Representatives.
4. **Protection.** The Business Associate will be responsible for any breach of this Agreement by any of his/her/its Representatives and will, at his/her/its sole expense, take all necessary measures (including but not limited to court proceedings) to restrain his/her/its Representatives from prohibited disclosure or use of the Confidential Information.
5. **Irreparable Harm.** The Business Associate understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of the Agreement may cause the City irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the City will have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the City will deem appropriate. Such right of the City is to be in addition to the remedies otherwise available to the City at law or in equity. The Business Associate expressly waives the defense that a remedy in damages will be adequate and any requirement in an action for specific performance or injunction for the posting of a bond by the City.
6. **Survival.** This agreement will continue in full force and effect even after the termination of the Business Associate and the City for any reason.
7. **Successors and Assigns.** This agreement and each party’s obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that the rights and obligations of the Business Associate hereunder are not assignable.

8. **No Waiver of Rights, Powers and Remedies.** No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, will operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, will preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto will not constitute a waiver of the right of such party to pursue other available remedies. No notice to or demand on a party not expressly required under this Agreement will entitle the party receiving such notice or demand to any other notice or demand in similar or other circumstances or constitute a waiver of the rights of the party giving notice or demand. The terms and provisions of this Agreement may be waived, or consent for the departure there from granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent will be deemed to be or will constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver or consent.
9. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
10. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action will be entitled to reimbursement for reasonable attorney's fees and costs.
11. **Counterparts.** This Agreement may be signed in counterparts, which together will constitute one agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives or officers, effective as of the date first listed above in the preamble to this Agreement.

**Business Associate:**

Signature

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_