



DEPARTMENT OF FINANCE AND PURCHASING

345 South Main Street
Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE (April 25, 2014), INVITATION TO BID NUMBER (2014050-PD-P), FOR (Digital Evidence Collection Software), DEPARTMENT (Police), DATE/TIME OF CLOSING (May 15, 2014 at 3:00pm local time), CONTRACT ADMINISTRATOR (Lt. Chris Rush)

Bids - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the bid is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that this entire ITB and any addendums shall constitute a contract.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Federal Employer Identification # :

State Corporation Commission #:

E-mail:

Prompt Payment Discount: ___% for payment within ___ days/net ___ days

By signing this bid, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this ITB.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed bids, subject to terms and conditions of this Invitation to Bid will be received by the City of Harrisonburg Purchasing Office, 345 South Main Street, Room 201, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).

The City does not discriminate against small and minority businesses or faith-based organizations.

*This document must be completed & returned with bid submission.

TABLE OF CONTENTS

	RFP COVER PAGE*	
I.	PURPOSE	3
II.	BACKGROUND INFORMATION.....	3
III.	PROPOSAL REQUIREMENTS.....	3
IV.	INSTRUCTIONS TO OFFERORS	5
V.	QUESTIONS.....	6
VI.	MODIFICATION & WITHDRAWAL OF PROPOSAL.....	6
VII.	OBJECTIVES	6
VIII.	CURRENT TECHNICAL ENVIRONMENT	6
IX.	SCOPE OF WORK.....	6
A.	Digital/Electronic Evidence Software	6
B.	Evidence Barcoding/Management Software	11
C.	Kick-Off Meeting.....	12
D.	Project Plan	12
E.	Implementation	12
F.	Testing & Demonstration.....	12
G.	Training.....	13
H.	Software Maintenance.....	13
X.	GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA	13
XI.	SPECIAL TERMS & CONDITIONS.....	21
A.	Validity of Pricing.....	21
B.	Samples & Demonstration	21
C.	Delivery.....	21
D.	Acceptance & Conditions.....	21
E.	Payment Terms.....	21
F.	Performance	22
G.	Amendments to Contract.....	22
H.	New Merchandise.....	22
I.	Warranties	22
J.	Substitution	22
K.	Guarantee of Continuity & Availability of Products.....	23

L. Service & Support23

M. Records.....23

XII. PROPOSAL EVALUATION CRITERIA 23

XIII. AWARD OF CONTRACT 24

XIV. CONTRACT TERM 25

XV. OWNERSHIP OF MATERIALS..... 25

XVI. PROPRIETARY INFORMATION..... 25

XVII. INSURANCE REQUIREMENTS 25

ATTACHMENTS

A. STATE CORPORATION COMMISSION (SCC) FORM* 27

B. PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM* 28

C. INSURANCE REQUIREMENTS FORM* 29

D. SAMPLE STANDARD CONTRACT RFP..... 30

**Denotes documents that must be completed & returned with Proposal submission.*

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals for commercial “off-the shelf” (COTS) software solutions that are capable of providing centralized, secure, and multi-faceted storage solutions that will house digital evidence and a centralized, secure, and reliable solution for tracking physical evidence that can handle all processing activities including distribution, checking in and out, and disposal of evidence. These software solutions shall be in accordance with the included specifications, terms, and conditions shown in this (RFP). Prospective offerors are advised to read this information over carefully prior to submitting a proposal.

A Request for Proposal (RFP) is being issued in lieu of an Invitation to Bid (ITB) due to the specialized nature of the Scope of Work for this project.

II. BACKGROUND INFORMATION

The Harrisonburg Police Department was formed in 1872 and has since been served by 16 Police Chiefs. The Department is made up of four main divisions, each containing additional sub-units: Patrol Division, Criminal Investigations Division, Crime Prevention Division, and Special Operations Division. The Harrisonburg Police Department is currently made up of approximately 96 sworn positions. The Department carries out a mission to serve and protect the citizens of Harrisonburg, VA based by utilizing Professionalism, Integrity, Respect, and Accountability.

The Harrisonburg Police Department is currently seeking commercial off-the-shelf (COTS) software solutions capable of providing a centralized, secure, and multi-faceted software solution to store digital evidence in the form of photos, videos, audio files, and document files and to track physical evidence, through bar coding that will allow all evidence to be tracked and audited from the time of collection through the final court process

III. PROPOSAL REQUIRMENTS

The proposal shall provide information necessary for City of Harrisonburg to evaluate the qualifications, experience, and expertise of the proposing firm to provide Digital/Electronic Storage Software and Physical Evidence Tracking and Barcoding Software. Proposals will only be considered from Offerors normally engaged in providing the types of products and services specified herein.

The Offeror is to make a written proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Harrisonburg. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award.

The Offeror is asked to address each evaluation criteria contained in *Section XII. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

By responding to this RFP, the Offeror consents to the City's right to inspect the Offeror's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine Offeror's ability to perform. The City reserves the right to reject proposals where evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding Offerors and/or to award a contract without conducting interviews. The City reserves the right to reject any proposal in which the Offeror does not currently have a solution in place and/or the Offeror states they can build software according to the specifications set forth in this RFP.

The Offeror should include in their proposal the following:

- A. A completed Proposal Cover Sheet which is the first page of this RFP.
- B. Table of contents. All pages are to be numbered.
- C. Introduction - Cover Letter/Executive Summary on company letterhead signed by a person with the corporate authority to enter into any contract which results from the RFP.
- D. Proposal – the Proposal submitted by Offeror shall include at a minimum, the following:
 1. Qualifications & Experience – including the history of the firm, number of years in business, and size of the firm. Describe the Offeror's capability for actually undertaking and performing the work, including any professional licenses and certificates held by the Offeror.
 2. References – Include a list of types and locations of at least three (3) clients in the last five (5) years for whom comparable products or services have been provided. Provide the client name, person to contact, address, email address and telephone number for each for contact on work quality and performance. References may be contacted as part of the selection process. This section may include graphs, charts, photos, resumes, references, and any other relevant information in support of the Offeror's qualifications.
 3. Work Plan – The work plan should indicate the Offeror's ability to meet each specification as outlined in this document. The work plan should address the items of work as described in this RFP. The plan should be simple, easy to read and follow, and address and satisfy the objectives and specifications as listed in the Scope of Work in this RFP.

4. The Offeror may provide information for other services or programs that are available to its government auditing clients.
5. The Offeror shall include signed copies of any and all addenda to the RFP as set forth in the Instructions to Offerors (*Section IV*) of this RFP.
6. The Offeror shall complete, and include with their proposal, the State Corporation Commission (SCC) Form (Attachment A).
7. The Offeror shall complete, and include with their proposal, the Proprietary/Confidential Information Identification Form (Attachment B). The Offeror shall identify any proprietary information contained in their proposal. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on the form.
8. The Offeror shall complete, and include with their proposal, the Insurance Requirements Form (Attachment C).
9. The Offeror shall include COTS software pricing with per item costs and extended annual costs, as well as any additional costs associated with the software for initial purchase and during the lifecycle of the product.

IV. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**Sealed Proposal: Digital Electronic Evidence Software ITB#: 2014050-PD-P**”. Proposals shall clearly indicate the legal name, address and telephone number of the offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the offeror.

Offerors shall provide two (2) paper copies and one (1) electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed or hand-delivered to the **Purchasing Office located at 345 South Main Street, Room 201, Harrisonburg, VA 22801**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Purchasing Office no later than **Thursday, May 15, 2014 at 3:00pm local time**. Any proposals received after this date and time will not be accepted. The City of Harrisonburg is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. The offeror has the sole responsibility to have the proposal received by the Harrisonburg Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

V. QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Ms. Pat Hilliard, Purchasing Agent for the City of Harrisonburg, by email (Purchasing@harrisonburgva.gov) or by fax (540-432-7778). Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted as addenda on the City's website at www.harrisonburgva.gov/bids-proposals and also on eVA at www.eva.virginia.gov. All questions must be received no later than **Thursday, May 8, 2014 at 12:00pm (noon), local time**. It is the responsibility of all offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

VI. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening.

Except as provided in 2.2-4330 Code of Virginia, no offeror may withdraw his proposal for a period of sixty calendar days after the date set for opening thereof, and proposals shall be subject to acceptance by the Owner during this period.

VII. OBJECTIVES

Implementation of the software solutions will serve to improve evidence handling, reduce storage demand for digital evidence and ensure that all applicable digital evidence is properly managed throughout their life cycle. By providing centralized management of digital and physical evidence and the tracking of this evidence, the Harrisonburg Police Department will improve internal operating efficiencies in investigations, and responses to subpoena requests and other routine functions. The Offeror shall provide all software, labor and materials to implement its COTS solution to be fully functional and to meet the requirements of this Scope of Work, including testing and demonstration, and provide training to Harrisonburg Police Department users. The Offeror shall also provide software maintenance in the form of upgrades and technical support.

VIII. CURRENT TECHNICAL ENVIRONMENT

The Harrisonburg Police Department supports an environment consisting of Microsoft Windows servers (Win2008) in a VM Ware virtual server environment. The primary database environment is Microsoft SQL server 2008. The Harrisonburg Police Department is well versed in the daily support and backup of the SQL servers and databases.

IX. SCOPE OF WORK

A. Digital/Electronic Evidence Software

1. Photo Authentication is a mandatory requirement. The system must have the ability to

authenticate digital JPEG or Camera RAW digital photo files produced by digital cameras. By “Authentication” the City specifically means the examination of the photos at the time it is imported into the system to look for signs that the photos were edited by photo editing software PRIOR to import into the system and PRIOR to acquisition of the photo into the system. If no signs of editing were found the system needs to indicate that the photo passed Authentication. Authentication must be able to determine the known camera model that produced the photo file to be imported and that the photo file does or does not show signs that it has been altered by photo editing software between when the camera took the photo and when the photo is imported into the computer. Authentication must be able to work with multiple brands of cameras to allow our agency a choice of brands including, but not limited to, cameras from Nikon, Canon, Agfa, Pentax, Contax, Epson, Kodak, FujiFilm, HP, Konica Minolta, Kyocera, Leica, Olympus, Ricoh, Samsung, Sanyo, Sigma, Casio, SONY, Toshiba, Panasonic.

2. System must have an audit trail. The audit trail should include tracking all persons (using login and password) who accessed the system/file and the actions performed (print, view, etc.). All audit trail items must be time stamped with a time, based on a hardware-based tamperproof trusted time clock provided as part of the system.
3. System must have variable user rights as assigned by the System Administrator (SA).
4. Only personnel with download access rights will be allowed to enter case picture files into the system.
5. Photo securing is required. Once photos are imported (acquired) into the system they need to be “Secured” by some form of multiple HASH values to represent the state of the photo at the time it is imported. This guards against modification of the photo from this point forward because the system can recalculate the HASH values at a later time and compare it to the calculated HASH values at the import time to see if the photo remains unchanged.
6. The HASH algorithm used in item 5 must have multiple interlocking HASH values. This means calculating multiple HASH values for the same digital file using different HASH methods such that all HASH values must be satisfied simultaneously in order for the file to be declared “Secured”. This is to prevent problems with the well know property of HASH algorithms know as collisions where it’s possible to have different digital files come up with the same value when only a single HASH is used. We require the use of multiple HASH values to prevent this problem and to secure the file properly.
7. System must allow for additional licensing/workstations as needed. Cost for additional licensing (individual concurrent licenses) and workstations must be included in Proposal. Cost for additional licensing in future years of contract shall also be included in the Proposal submission.
8. System must be fully networkable.
9. System must have the option of a web browser based viewer.

10. System must assign a serial number to each photo that is unique in the system. No two photos in the system may have the same serial number. Photos may be referenced or searched for by the serial number.
11. System must allow photographer to sign digital photos with a digital signature if this option is selected.
12. System must allow all electronic evidence to be exported in an encrypted format for secure transportation.
13. The system must have a true client / server software with a smart client software (also known as a “thick client”) on each client computer to assist in the computing load and add additional security and performance.
14. Photos, video and audio stored in the database must be encrypted. Encryption is necessary because a database administrator who may not be authorized access to the data could see and extract data in a Microsoft SQL Server database. In order to maintain security over sensitive data, so that IT personnel that are not supposed to be able to view this data will not be able to, we require that data stored in the database must be encrypted with a non-publicly known encryption algorithm.
15. Ability to download photos, audio files, video files, and documents governed by user access rights. Personnel will be able to download photos, audio files, video, and document files if they are permitted by their access rights.
16. Ability to add a title and free format notes to multiple photos at a time or to later edit the notes or title for any individual photo individually. All words in the title and notes must be indexed by the database and can be used as a search term to find that photo or group of photos.
17. Searching functions – Ability to search downloaded picture files by using tagged metadata fields.
18. Ability to allow the user to select which photo files to import from a thumbnail preview of photos on the memory card before the import has been performed.
19. The system must handle various types of media files including but not limited to, .jpg, .tif, .bmp, video files that Microsoft Windows can handle and audio files that Microsoft Windows can handle. Vendor shall notate if the product is also able to be used on Apple machines. If product is able to be used on Apple machines, vendor shall notate if additional cost for this software or if another module must be purchased.
20. System must have the available option of storing any digital file type to allow for future expansion of the system.

21. The system must be able to view Camera RAW format files in both full screen and thumbnail views from within the system without having to export the files out of the system to use an external viewer. The system must be able to do this with RAW files without converting the RAW files into another format.
22. A Wizard Mode for importing photos needs to be provided. Such a mode needs to walk the user through the import process one step at a time to reduce the chance of user errors during the import process.
23. A lossless photo enhancement process must be included. The original photo must be perfectly preserved. Tools must be provided so that common enhancement processes such as Brightness, Contrast, Saturation, RGB color channel strength adjustments may be made without affecting the original photo. The system must be able to perform these enhancements from within the system and should not require exporting the photo out of the system or using third party tools. Exporting the photo out of the system or using third party tools for enhancements is a security breach and is unacceptable.
24. The system can potentially take on thousands of photos, audio files and video files per year. Storage capacity is a concern. The system must be able to store only one copy of each photo to reduce the storage requirements. Enhancements to the photo (see lossless photo enhancement process above) must be stored as separate data, that is much smaller than storing a second copy of the photo, and reapplied to the displayed image without affecting the quality of the original photo and without the need to store additional copies of the photo in order to reduce the disk storage requirements.
25. Ability to view by user access rights, the system must allow for concurrent users to view picture files in the system.
26. User rights may be assigned to restrict the ability to print, copy, export, view, import, edit titles and notes of the photos. Users and cases may also be assigned to groups. In order to view a particular photo the users must belong to the correct group as well as have a high enough security right or permission to view the photo.
27. Items should be searchable by meta data tags.
28. A full screen viewing mode should be available where the photos can be viewed full screen. If multiple photos are selected this mode should allow the user to go from photo to photo by pressing the left or right arrow keys. The user should also be able to zoom in on a portion of the photo by clicking over that portion of the photo with the mouse.
29. The system should have a portable slide show feature so that photos can be shared with locations that may not have a network connection to the system. The portable slide show feature must be a single file that is self-contained and contains both the player and photo data. This slide show viewer, when launched, will have a simple, easy to use VCR type controls to allow the

recipient to play automatically, go forward and backwards through the photo slide show. This portable slide show must compress efficiently and be able to store at least 50 photos or more in a typical package of 3 Megabytes or less so that it can be optionally emailed without overflowing a typical email “in box”. The portable slide show must have an optional password feature and protect the photos by not allowing full resolution photos to be printed or copied and pasted into another program.

30. System must offer capability to play back any audio or video file compatible with Microsoft Windows. These files must be searchable by title or notes or case number.

31. The proposed system must provide an audit trail report of the system’s use for security purposes. Such a report should include user login history that includes a computer station identifier showing which computer was used by which user.

32. System must offer an optional background removal module that can remove certain details based on color difference or brightness difference or both. Object selection must be easy to use and performed with a mouse.

33. Printed output must offer options to print, at the user’s option, documentation of the digital photo including title, notes, photographer’s name, enhancement viewing parameters, case number, authentication result, import time, camera clock time, photo resolution, background removal filters (if used).

34. Printing options must be flexible and allow printing from 1 photo per page, up to 36 per page by specifying how many rows or columns of photos per page from 1 to 6 rows and from 1 to 6 columns.

35. Printing must have flexible automatic sizing features including capabilities to size the photo to available area without cropping, allow cropping horizontally but not vertically, allow cropping vertically but not horizontally, allow cropping so that all available area is filled.

36. Printing must have an auto-rotation to fit mode so that the orientation of the photo can be automatically rotated to fit the orientation of the paper or space available without distortion.

37. The system must provide for User Access Permissions to be synchronized via Microsoft Active Directory.

38. The System must, at a minimum, provide the ability for at least 2 simultaneous users to have access to the system providing any combination of accessing or importing data for the digital evidence manager solution and at least 3 simultaneous users to have access to the system providing any combination of accessing or importing data for the physical evidence manager/barcoding solution. Forensic Modules such as Background Removal only require 1 simultaneous user. System must provide the ability to export the entire contents of a case file (*irrespective of file types*) into an encrypted “capsule” for safe transfer (via FTP or storage media).” Proposal shall list

the cost per user license, as well as any maintenance or renewal costs associated with this software.

39. The system must have compatible API (application programming interface) with requested Evidence Barcoding/Management Software as requested in this RFP (see specifications below).

B. Evidence Barcoding/Management Software

1. The system must have compatible API (application programming interface) with the requested Digital/Electronic Evidence Software as requested above in section IX (A) of this RFP
2. The system must have user defined groups. Each group has a particular access level ranging from No Access, Basic, Low, Medium, High or Maximum security clearance. System can also assign Copy & Paste, Enhancement, Print, and Export privileges to each group
3. The system must also have and maintain an authentic clock. This is a tamperproof electronic time piece that plugs into the server. It provides a trusted time stamp that is independent of the computer's clock and is not subject to manipulation that a computer's clock is. All timing features including the Audit Trail feature will rely on this clock.
4. The system must have the ability to embed photos of physical evidence included into the item details section.
5. The system must have the ability to enter annotative notes, allowing you to search by any of the terms you added to the evidence
6. The system must have the ability to book, check in, check out, and dispose of batch evidence
7. The system must have the ability to secure chain-of-custody by attaching traceable digital signatures to evidence.
8. The system must have the ability to create a graphic of all signatures that appear in the audit trail which can be stored indefinitely and retrieved at will that will maintain a well-documented, verifiable chain of custody.
9. The system shall have a cordless barcode scanner that will retain data for performing remote inventories. System must be able to download scanning data into the main system for batch inventories untethered from the system.
10. The system must have the ability to work through a VPN and produce paper receipts in the field that can later be scanned to produce a final evidence package label
11. The system must also use Heavy Duty Mylar® Labels that identifies each piece of evidence and work in conjunction with a barcode printer that prints heavy duty Mylar® labels.

12. The system must also come supplied with the required hardware to include; a cordless barcode reader/scanner with charger, a corded barcode reader, Heavy Duty Mylar® labels, ribbon, label printer and printer cable.
13. The system must have the ability to generate or create customizable wizards for the booking of new evidence, checking in and checking out of evidence and the disposal of evidence.
14. The system must have the ability to generate customizable reports for each piece of evidence that includes but not limited to; location, dates, user actions, etc.
15. The system must have the ability to generate customizable disposal letters
16. The system must have the ability to conduct complete property room audits through the use of a portable scanner
17. Any and all **HARDWARE** associated with evidence barcoding/management software shall come with a 5 year warranty.

C. Kick-Off Meeting

The Offeror shall coordinate and attend a formal project “Kick-Off Meeting” with Harrisonburg Police Department representatives to introduce its Project Manager and team members that will be working on-site throughout the duration of the Implementation and Training phases. The Kick-Off Meeting shall be utilized by all parties to discuss expectations, timelines, contractual issues, and technical matters.

D. Project Plan

The Offeror shall submit to the Harrisonburg Police Department a Project Plan describing the steps it will take to deliver a fully operational software system meeting the requirements of this Statement of Work. The Harrisonburg Police Department reserves the right to review and suggest changes/revisions to the Project Plan. The Offeror shall make reasonable efforts to accommodate Harrisonburg Police Department preferences for testing methodology.

E. Implementation

The Offeror shall perform all work to install, test, and demonstrate for Harrisonburg Police Department acceptance a fully operational software system.

F. Testing & Demonstration

The Offeror shall perform testing of the implemented software system in accordance with the methods outlined in its Project Plan and a Standard Operating Procedure (SOP) to ensure it is operating properly. Prior to beginning testing, the Offeror shall deliver a SOP for the Harrisonburg

Police Department acceptance. The SOP shall detail actual steps the Offeror will take to import actual case data. The SOP shall include a description of the case fields, any custom case fields, the use of security groups and permissions, the use of the title and notes, what the search criteria are, how to share data with the relevant stakeholders, how to print hard copies, etc. The SOP shall include every detail of how end users will exercise the system as if they were doing their actual investigative/safety work. Upon completion of testing, the Offeror shall demonstrate for the Harrisonburg Police Department acceptance a fully operational software system.

G. Training

The Offeror shall provide primary training for the proposed system. Training shall be adequate to the needs of the typical systems user and administrator. Training shall fully cover all user functionality with additional training to be provided to the system administrator on the administrative functions. The Offeror shall also provide technical training to the Harrisonburg Police Department IT staff, as necessary. Training shall include technical and application software, functional operation and administration responsibilities of the installed system. Technical training for Harrisonburg Police Department staff shall address the responsibilities related to system operation and management, security, problem identification, and problem resolution. Functional training shall include all system functionality. All training shall be conducted on Harrisonburg Police Department site or by using WebEx or similar tool.

H. Software Maintenance

The Offeror shall provide annual software maintenance of its software solution. Maintenance shall be included in the purchase of the software solution and shall be in effect upon Harrisonburg Police Department acceptance of a fully implemented and operating system through 12 months from the date of contract award. Thereafter, software maintenance shall be provided in 12 month increments upon the exercise of priced options.

The Harrisonburg Police Department will provide the Offeror workers with space and any other equipment deemed necessary to complete the work described.

X. GENERAL TERMS & CONDITIONS FOR THE CITY OF HARRISONBURG, VA

PURCHASING AND CONTRACTING MANUAL: This solicitation is subject to the provisions of The Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at www.Harrisonburgva.gov/bids-proposals.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. The City does not discriminate against small and minority businesses or faith based organizations.

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction 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.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

1. **(For Invitation For Bids(ITB):)** Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals(RFP):)** Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions 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.

REVISIONS TO THE OFFICIAL ITB/RFP: No offeror shall modify, revise, edit or make any unauthorized change(s) to the original Official Invitation to Bid (ITB) or Official Request for Proposal (RFP). The Official solicitation document and the Addenda(s) are the documents posted on the City of Harrisonburg's web site and/or authorized by the City of Harrisonburg's Purchasing Agent. Any such violation as stated above may result in rejection of the ITB/RFP response. In addition, violations may result in the debarment of the offeror by the City of Harrisonburg.

CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Individual contractors shall provide their social security numbers, and proprietors , partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
- f. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

PRECEDENCE OF TERMS: General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

QUALIFICATIONS OF (BIDDERS/OFFERORS): The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an “equal” product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.**(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**

TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on

the outside with purchase order number, commodity description, and quantity.(**NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS**)

INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages per the solicitation document at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (**NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.**)

AVAILABILITY OF FUNDS: Agreements are made subject to the appropriation of funds by the Harrisonburg City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

SELECTION PROCESS/AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors.

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

DRUG-FREE WORKPLACE: During the performance of this contract, the 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 the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract

or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Harrisonburg or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any Contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to Contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or 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. Link to the SCC site is <http://www.scc.virginia.gov>.

XI. SPECIAL TERMS AND CONDITIONS

A. Validity of Pricing

Offerors are required to provide line item descriptions and pricing, and a total final price. No cost increases shall be passed onto the City after the proposal has been submitted. All prices quoted shall be F.O.B. to the destination designated by the City, freight prepaid (Offeror pays and bears freight charges, Offeror owns goods in transit and must file any third-party claims for losses incurred during shipment). Each item must be listed separately. No attempt shall be made to tie any item or items contained in this RFP with any other business with the City; each proposal must stand on its own.

B. Samples and Demonstrations

When required, the City may request full demonstrations prior to award. When such demonstrations are requested, the Offeror shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a proposal.

C. Delivery

The successful Offeror will supply products and services in compliance with the provisions of the contract and provisions of this RFP at the address listed below.

Delivery Address:

City of Harrisonburg Police Department
101 North Main St
Harrisonburg, VA 22802

D. Acceptance and Conditions

The products and services supplied in response to the RFP shall remain the property of the Offeror until a physical inspection is made and the products and services are accepted to the satisfaction of the City. The products and services must comply fully with the terms of the RFP, be of the required quality and new unless specified by the City. Any substitutes of products or services not meeting specifications will be rejected, and returned if applicable, at the Offerors expense. The City will make payment only after receipt and acceptance of products and services.

E. Payment Terms

Payment on non-disputed invoices will be paid net 30 from date of receipt of invoice. In submitting proposals under these specifications, Offerors should take into account all discounts, both trade and time, allowed in accordance with the above payment policy.

F. Performance

It is the intention of the City to acquire products and services as specified herein from a Offeror that will give prompt and convenient service.

G. Amendments to Contract

If, in the course of the performance of the contract, Offeror or the City proposes changes to the goods and services provided, and informal consultation with the other party indicates that a change in the terms and conditions of the contract may be warranted, Offeror or the City may request a change in the contract. The parties to the contract will meet to discuss and negotiate the required documents. Upon completion of those negotiations, the negotiated documents will be submitted to the City for approval. Upon approval by the City, an “Order to Proceed” with the approved changes will be submitted to Offeror. Any amendment to the Contract will not render ineffective or invalidate any unaffected portions of the Contract. Nothing in this section obligates the City to agree to any change order or other amendment, and the City may withhold such agreement in its sole discretion.

H. New Merchandise

Unless otherwise required by the specifications of this RFP all products furnished must be new and unused.

I. Warranties

The Offeror shall warrant all material, products and labor provided under the contract, in addition to any manufacturers’ warranties that may also apply. Warranty periods must be included in responses to proposal and will be considered or evaluated as part of the Acceptance.

The awarded Offeror, as the contracting party, shall be considered primarily responsible to the City for all warranty service, parts, and labor applicable to the material and products provided by Offeror irrespective of whether Offeror is an agent, broker, fabricator, or manufacturer’s dealer. Offeror shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to the City, to the extent a local agency or facility is available, and that services, parts, and labor are available and provided to meet the City’s schedules and deadlines. Offeror may establish a service contract with a local agency satisfactory to the City, to meet this obligation if Offeror does not ordinarily provide warranty service. All such non-Offeror warranty service, parts, and labor must be clearly identified in the proposal.

J. Substitution

If Offeror elects to propose an alternate manufacturer’s item that is of the same or better quality,

samples of the items to be substituted are to be submitted with the proposal. The sample must be readily identified with the manufacturer's name and model number or order number, along with the suppliers name and phone number. All substitutions must be proposed as options and clearly identified as a substitution.

K. Guarantee of Continuity and Availability of Products

Unless the manufacturer discontinues the products, all products specified by the Offeror in their proposal shall be available to the City during the life of the contract and extensions. All material, color, labor, and construction shall equal or exceed the standards set forth in these specifications as accepted by the City.

L. Service and Support

All Offerors shall explain how all on-going service and support shall be handled by the Offeror and the City of Harrisonburg.

M. Records

The Offeror shall maintain complete and accurate records with respect to labor costs, material expenses, and other such information required by City that relates to the performance of services and delivery of goods under the contract. The Offeror shall maintain adequate records of services provided and goods delivered in sufficient detail to permit an evaluation of services and goods. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. The Offeror shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to the contract. Such records, together with supporting documents, shall be maintained for City's inspection for a period of at least three (3) years after receipt of final payment.

XII. PROPOSAL EVALUATION CRITERIA

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation or engage in discussions to explain the proposal and answer questions. Non-binding cost estimates may be part of the discussion.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

Proposals will be evaluated using five (5) categories listed below. The evaluation criteria will be

weighted as follows. The following represent the principal selection criteria, which will be considered during the evaluation process:

Firms Qualifications, Experience, References, and Project History and Support (25%)

Experience in performing work of a closely similar nature and size; experience working with public agencies; experience and understanding of finance district administration practices of governmental agencies; strength, stability, experience, and technical competence; assessment by client references.

Work Plan (25%)

Depth of Offerors understanding of City's requirements; overall quality and logic of work plan.

Personnel and Staffing (20%)

Qualifications and experience of proposed personnel for requested services.

Rates and Fees (20%)

Reasonableness and competitiveness of the rates and fees proposed; adequacy of data in support of figures quoted, basis on which rates and fees are quoted.

Quality and Responsiveness of the Proposal (10%)

Completeness of response in accordance with the RFP instructions.

XIII. AWARD OF CONTRACT

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposals, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of 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 City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the City determine in writing and in its 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. Once the selection has been made as to which Offeror will be awarded the contract, the Purchasing Agent will post a Notice of Award on the City's website at www.harrisonburgva.gov/bid-proposal-award-notifications and also on eVA at www.eva.virginia.gov.

The award documentation will be subsequently followed by a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

XIV. CONTRACT TERM

The initial term of the contract will be for the three (3) year period from July 1, 2014 through June 30, 2017. At the City's option, the contract may be renewed for up to seven (7) additional one (1) year terms. All terms and conditions shall remain in force for the term of the contract and for any renewal period unless modified by mutual agreement of both parties. Cost of services shall not be increased during the initial term of the contract. Cost of services for any renewal periods will be subject to the mutual agreement of both parties. Any price increases for the renewal term must be accompanied by written justification.

XV. OWNERSHIP OF MATERIALS

Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act.

XVI. PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section PRIOR to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Attachment B provides a place to identify any proprietary information. Offerors may not deem the entire proposal proprietary. For further information, please reference Attachment B. If no proprietary information is included in the proposal, the Offeror shall mark the appropriate box on Attachment B and return the document with submission of proposal materials.

XVII. INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance. The provider further certifies that they or any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Excess Liability - \$1,000,000
5. Professional Liability - \$1,000,000

In addition, Offerors shall complete and submit Attachment C, Insurance Requirements Form, with their Proposal.



ATTACHMENT A: 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 bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this RFP 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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

**This document must be completed and returned with proposal.*



ATTACHMENT B: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

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, as well as the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation 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.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

Check this box if there are none.

**This document must be completed and returned with proposal.*



ATTACHMENT C: INSURANCE REQUIREMENTS FORM

By signing and submitting a bid or proposal the vendor certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded.

1.) The contractor will maintain a general liability policy with \$1,000,000 combined single limits. Coverage is to be on an occurrence basis with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. **The insurer must list the City of Harrisonburg as an additional insured. The endorsement must be issued by the insurance company. A notation on the certificate of insurance is not sufficient.**

2.) The contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the contractor to be insured by a group self insurance association that is licensed by the Virginia Bureau of Insurance. The contractor will also carry employers liability insurance with a limit of at least \$100,000 bodily injury by accident/\$500,000 bodily injury by disease policy limit/\$100,000 bodily injury by disease each employee.

3.) The contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written with a symbol "1". The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better.

With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance to show evidence of coverage.

BIDDER STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

Signature: _____ Date: _____

Name: _____ Title: _____
(Print)

Name of Firm: _____

**This document must be completed and returned with proposal.*



ATTACHMENT D: SAMPLE STANDARD CONTRACT RFP

This Contract entered into this ___ day of _____ 20___, by _____ hereinafter called the “Contractor” and City of Harrisonburg, VA, called the “Owner”.

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire City of Harrisonburg’s Official Request for Proposal (no revisions by the Contractor)

dated: _____

If applicable, any Official City Addenda(s):

#1, dated: _____

- (3) The Contractor’s Proposal dated _____ and the attached negotiated modifications (if applicable) to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____

**Note: This form is just for reference and is not required to be submitted with your Proposal.*