



DEPARTMENT OF FINANCE AND PURCHASING

345 S. Main St.

Harrisonburg, VA 22801

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR, DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, , delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Form fields for Telephone/Fax No., Federal Employer Identification #, State Corporation Commission #, Prompt Payment Discount, and E-mail.

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

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

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 345 South Main Street, Rm. 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).



Software and Professional Services for Revenue and Collection Systems (RACS)

Table of Contents

Section	Page
1.0 RFP Introduction and Background	1
1.1 Introduction	1
1.2 About Harrisonburg	1
1.3 Project Objectives	2
1.4 City's Consulting Partner	2
1.5 No Obligation	2
1.6 RFP Schedule of Events	2
1.7 Pre-Qualification of Vendors	3
1.8 Minimum Qualifications	3
1.9 Partnerships	3
1.10 Incurred Expenses	3
1.11 Questions and Inquiries	3
1.12 Clarification and Discussion of Proposals	4
1.13 Pre-Proposal Vendor Conference	4
1.14 Amendments and Addenda	4
2.0 Project Scope	5
2.1 Functional Areas	5
2.2 City and Project Staffing	5
2.3 Number of Users	5
2.4 Current Application and Database Environment	5
2.5 Current City Technical Environment	7
2.6 Functional Area Statistics	7
2.7 Gap-Fit Analysis	8
2.8 Implementation Project Plan	8
2.9 Requirements Traceability Matrix	9
2.10 Vendor Project Team Resource Management	9
2.11 City Project Team Resource Management	9
2.12 Communication Management Plan	9
2.13 Business Process Change Management Plan	9
2.14 Software Customization Plan	10
2.15 System Interface Plan	10
2.16 Data Conversion Plan	10
2.17 Testing Plan	10
2.18 Quality Assurance Plan	10
2.19 Pre- and Post-Implementation Support Plan	11
2.20 Training Plan	11
2.21 Deliverables Dictionary	11
2.22 System Documentation	11
2.23 Decision Matrix	12
2.24 Risk Register	12
2.25 Business-Oriented Workflow Diagrams	12
3.0 Proposal Evaluation and Award	13
3.1 Evaluation Process	13
3.2 Evaluation Criteria	13
3.3 Best and Final Offer	14
3.4 Notice of Award	14
4.0 Submittal Response Format	15



4.1	General Instructions	15
4.2	Cover Page and Executive Summary	16
4.3	Project Approach and Software Solution	16
4.4	Implementation Methodology	16
4.5	Company Background and History	17
4.6	Key Proposed Personnel and Team Organization	17
4.7	Project Roles and Responsibilities	17
4.8	Project Schedule	18
4.9	Functional and Technical Requirements Response	18
4.10	Data Conversion Plan	18
4.11	Quality Assurance Plan	18
4.12	Deliverables Dictionary	18
4.13	Sub-Contracting	19
4.14	References	19
4.15	Site Visit References	20
4.16	Response to Narrative Questions	20
4.17	Exceptions to Terms and Conditions	20
4.18	Required Forms	20
4.19	Price Proposal	21
5.0	Contract Terms and Conditions.....	22
5.1	Contract Type	22
5.2	Contract Review	22
5.3	Contract Changes	22
5.4	Contract Approval	22
5.5	Contract Dispute	22
5.6	Payment and Retainages	22
5.7	Taxes and Taxpayer Information	24
5.8	Federal Requirements	24
5.9	Confidential Information	24
5.10	City Property	24
5.11	Warranty	24
5.12	Source Code	24
5.13	Insurance Requirements	25
5.14	Conflict of Interest	25
5.15	Pending and Recent Litigation	25
5.16	Proposer's Certification	25
5.17	Offer Held Firm	26
5.18	Amendment/Withdrawal of Proposals	26
5.19	Alternate Proposals	26
5.20	Sub-Contractors	26
5.21	Joint Ventures	26
5.22	Right of Rejection	26
5.23	Clarification of Proposals	27
5.24	Rights to Submitted Material	27
5.25	Protests	27
5.26	Contract Negotiation	27
5.27	Failure to Negotiate	27
5.28	Non-Collusion Statement	27
5.29	Standards of Conduct	28
	GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA.....	29
	Attachment A: Vendor Reference Form	34
	Attachment B: Functional and Technical Requirements Worksheet	35
	Attachment C: Cost Proposal Worksheet	36



Attachment D: Resource Hours Worksheet37
Attachment E: Ownership of Proposed Deliverables38
Attachment F: Forms.....39



REQUEST FOR PROPOSALS

The City of Harrisonburg, Virginia will receive separate sealed proposals for the following item at the office of the Purchasing Department, 345 South Main St, Room #201, Harrisonburg, VA 22801.

RFP#: RFP-RACS-2013

PROPOSAL TITLE: Software and Implementation Services for Revenue and Collection System (RACS)

OPENING DATE: February 22, 2013

OPENING TIME: 2:00 P.M. Eastern Time

The City of Harrisonburg, Virginia seeks proposals from qualified vendors for a Revenue and Collection System (RACS) as well as system implementation services. The scope of this request will include, but is not limited to: an implementation project plan, implementation methodology, communication plan, project change management plan, software customization plan, system interface plan, data-conversion plan, implementation testing plan, quality assurance plan, pre- and post-implementation support plan, and a training plan. The proposer shall also provide project management resources leading to the successful implementation of the system.

Criteria for selection will be based on price, experience, level of fit of the proposed system based on the City's functional and technical requirements, and implementation approach. The selection process will be conducted in accordance with the Request for Proposals and will be led by in-house project and evaluation teams. Product demonstrations and vendor reference checks will also be used to select a vendor.

The Request for Proposals and Attachments may be obtained beginning **Friday, January 11, 2013** in the office of the Purchasing Department located in City Municipal Building at 345 South Main Street, Harrisonburg, Virginia 22801. The documents are also available on the City's website at www.harrisonburgva.gov on the "Bids and Proposals" page. Interested parties shall submit responses as specified in the Request for Proposals to the City of Harrisonburg before 2:00 PM Eastern Time on February 22, 2013. Further information or questions can be addressed to Seth Hedstrom at shedstrom@berrydunn.com. Questions will only be accepted in writing and pertinent questions will be answered by posted Addendum.

Until the final award, the City reserves the right to reject any and/or all proposals, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of said City will be realized herein. No bid may be withdrawn for a period of at least 180 days after the actual date of opening thereof.

Note: A non-mandatory pre-proposal conference will be held on Friday, January 25, 2013 at 9:00 AM Eastern Time. The pre-proposal conference will be held in the Community Development Building Classroom, 409 South Main Street, Harrisonburg, Virginia 22801. Vendors are encouraged to notify the designated point of contact in advance of their planned participation in the pre-proposal conference.



1.0 RFP Introduction and Background

1.1 Introduction

This Request for Proposals (RFP) is intended to solicit proposals from proposers capable of satisfying the City of Harrisonburg's needs for software and professional services to implement a RACS. Proposers' responses will be evaluated and ranked based on the criteria described in this RFP. If a system(s) is available that meets the City's needs, the City may then enter into contract discussions with the selected proposer. In addition to soliciting written responses, this document provides information to assist proposers in preparing their responses and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the proposers;
- Specifies the desired format and content of proposals in response to this RFP;
- Outlines the City's evaluation and selection procedures;
- Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
- Establishes a performance standard for the selected proposer.

This RFP and the selected proposal in response to this RFP will be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the successful proposal. For purposes of this RFP, the term "vendor," "offeror," and "proposer" are considered to have the same meaning.

1.2 About Harrisonburg

The City of Harrisonburg was established in 1780 and was named for Thomas Harrison, who donated the land for the Rockingham County Court House, which became the permanent county seat of Rockingham County in 1781. The City was incorporated in 1849 and was proclaimed a city of the first class in April 1990. It now encompasses 17.3 square miles and serves a population of approximately 51,200.

The City lies in the geographic center of the Shenandoah Valley of Virginia. The Blue Ridge Mountains on the East and the Alleghenies on the West provide protection so the area is markedly free from climates extremes and disturbances. The Valley floor itself is at an elevation of 1,000 feet while the City's elevation is 1,329 feet. The City is equidistant from Washington, D.C. (124 miles), Richmond, Virginia (116 miles), and Roanoke, Virginia (111 miles).

The City is operated under the Council-Manager form of government. The City Council is the governing body, which formulates policies for the administration of the City. It is comprised of five members elected on an at-large basis to serve four-year terms. The City Council appoints a City Manager to serve as the City's chief administrative officer. The City Manager is responsible for implementing the policies of the City Council, directing business and administrative procedures and appointing departmental officials and certain other City employees.

The City prepares a budget in accordance with Section 60 of the *City Charter* and Section 15.2-2503 of the *Code of Virginia*, 1950, as amended. The *City Charter* requires the City manager to submit a balanced budget to the City Council at least sixty days prior to the beginning of each fiscal year (July 1). City Council is required to convene a public hearing regarding the City Manager's proposed budget. City Council appropriates funds for expenditures and establishes tax rates sufficient to produce the revenues needed to pay such expenditures. The *City Charter* also requires the annual budget and the annual appropriation ordinance to make a provision for a reasonable contingency fund.

Budgetary control is maintained at the department level as delineated in the appropriation ordinance. The City Manager is authorized to transfer budgeted amounts within funds other than capital projects funds. Supplemental appropriations, transfers between funds and transfers within capital projects funds require the approval of City Council. All appropriations lapse at year-end except appropriations for capital projects funds and the Community Development Block Grant (CDBG) Fund. Appropriations for capital projects funds are valid until the end of the



project and CDBG fund appropriations are valid until the grant period is completed. Encumbrances outstanding at year-end are generally reappropriated in the following fiscal year.

1.3 Project Objectives

The City of Harrisonburg is planning to replace its current revenue management environment consisting of a mix of manual and paper-based processes with a RACS. In doing so, the City seeks to address several challenges in the current environment, including but not limited to:

- Reliance on manual and paper-based process;
- Lack of a centralized customer file;
- Limited or inadequate functionality in current systems;
- Reliance on customized systems;
- Lack of a robust, centralized cashiering system;
- Limited online and citizen self-service functionality;
- Limited document management capabilities in existing systems;
- GIS could be further leverages; and
- Credit card acceptance is limited.

In order to address these challenges and others, the City has initiated an enterprise-wide project to adequately plan for, select, and implement a RACS. Section 2.0, Project Scope, outlines the features and functionality desired in a future RACS as well as the professional services activities to be a part of implementation.

1.4 City’s Consulting Partner

The City has retained Berry, Dunn, McNeil & Parker (BerryDunn) as a consulting partner for this project. The role of BerryDunn is to provide information and analytical services to support this project. BerryDunn is also the primary point of contact for vendors for the purposes of this RFP.

BerryDunn will be facilitating activities as part of the procurement, but will have no direct participation in evaluation scoring. Evaluations and resulting decisions will be made solely by the City of Harrisonburg.

1.5 No Obligation

The inquiry made through this RFP implies no obligation on the part of the City of Harrisonburg.

1.6 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the City will follow. The City has performed extensive planning work and has planned to meet the dates described below. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

Table 01: RFP Schedule of Events

Event	Estimated Date
Request for Proposals Published	January 11, 2013
Pre-Proposal Vendor Conference	January 25, 2013 at 9:00 AM Eastern
Deadline for Questions From Vendors	February1, 2013 at 2:00 PM Eastern
Final Addendum for Questions Published	February 8, 2013
Deadline for Proposal Submissions	February 22, 2013 at 2:00 PM Eastern
Vendor Short List Published	March 22, 2013
Pre-Demonstration Vendor Conference(s)	April 9, 2013



Event	Estimated Date
Vendor Demonstrations	Week of April 29, 2013
Notice of Intent to Award Published	May, 2013
Begin Contract Negotiations	May, 2013

1.7 Pre-Qualification of Vendors

The City has not employed a pre-qualification process. No vendors are either pre-qualified or precluded from responding to this RFP.

1.8 Minimum Qualifications

In order for proposals to be evaluated and considered for award, proposals must be deemed responsive. To be deemed responsive, the submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

1.9 Partnerships

Proposers are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Vendors engaged in a partnership relationship shall submit a single proposal in response to this RFP. Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. It is expected that any item in the proposal response guidelines that relates to an individual vendor’s capabilities shall be responded to for each vendor in the partnership relationship.

1.10 Incurred Expenses

Neither the City of Harrisonburg nor any of its offices or employees shall be responsible for any cost incurred by a proposer in preparing and/or submitting a proposal response or participating in presentations as part of the evaluation procedure.

1.11 Questions and Inquiries

BerryDunn shall be the sole point of contact for the purposes of this RFP. The following table provides the primary contact information.

Table 02: Point of Contact

Point of Contact
Seth Hedstrom, Senior Consultant shedstrom@berrydunn.com

Questions and inquiries related to this procurement, including questions and inquiries related to technical issues are to be submitted in writing via email and directed to Seth Hedstrom using the contact information in Table 02 above.

All questions and inquiries related to this RFP must reference the RFP or attachment page number and section. Questions shall be concise and numbered. In accordance with the RFP Schedule of Events in Section 1.6, all questions must be received in writing no later than February 1, 2013 at 2:00 PM Eastern Time. Questions and answers will be publicly published to the City’s website in accordance with Section 1.14, Amendments and Addenda. Only questions and answers publicly published through addendum shall be binding.



Proposers shall not contact any City staff with any questions or inquiries. Unauthorized contact with any personnel of the City may be cause for rejection of the proposer's response. The decision to reject a proposal is solely that of the City.

1.12 Clarification and Discussion of Proposals

The City may request clarifications and conduct discussions with any proposer who submits a proposal. Proposers must be available for a presentation to the City on specific dates if selected for software demonstrations.

1.13 Pre-Proposal Vendor Conference

A Pre-Proposal Vendor Conference will be held on January 25, 2013 at 9:00 A.M. Eastern Time. The pre-proposal conference will be held at the Community Development Building Classroom, 409 South Main Street, Harrisonburg Virginia, 22801.

The format of the Pre-Proposal Vendor Conference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, vendors will be able to ask questions related to the RFP or the overall process. The City will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Conference, the City will issue an addendum with all questions asked and their respective answers.

Participation in the Pre-Proposal Vendor Conference is not mandatory. Vendors are encouraged to notify the City's point of contact in advance of their planned participation in the pre-proposal conference.

1.14 Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the City's website. The City will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on February 8, 2013.

Only questions and answers documented in an addendum shall be binding.

Each addendum issued will contain an acknowledgement form which shall be signed and returned with proposers' responses.

The City reserves the right to revise the RFP prior to the deadline for proposal submissions on February 22, 2013. Revisions shall be documented in an addendum and publicly published to the City's website.



2.0 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired RACS.

Table 03: Functional Areas

No.	Functional Area
1	General and Technical
2	Real Estate
3	Business Licenses
4	Personal Property
5	Business Personal Property
6	Taxes
7	Income Tax and Estimated Income Tax
8	Cashiering

The List of Functional and Technical Requirements contained in Attachment B contains the detailed functionality the City requires within each functional area in a future system(s).

2.2 City and Project Staffing

The City intends to have a part-time Project Manager through implementation. Additional City resource planning has not been completed and will be based on the resource estimates and staffing plan provided by the vendor.

2.3 Number of Users

The following user counts by module contained in Table 04 are estimates and are provided for planning purposes only.

Table 04: Number of Users

No.	Functional Area	Total Users	Concurrent Users
1	General and Technical	4	4
2	Real Estate	2	1
3	Business Licenses	9	4
4	Personal Property	8	4
5	Business Personal Property	8	4
6	Taxes	8	4
7	Income Tax and Estimated Income Tax	8	4
8	Cashiering	8	8

The estimated total of users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas.

2.4 Current Application and Database Environment



A variety of applications and databases exist in the current environment to support the revenue management business processes. While several of the applications are specific to revenue management, several others cross functional areas and may represent integration points in the future environment that includes a RACS. The following sub-sections further describe the applications and databases currently in use.

1. Revenue Management Applications

The City currently utilizes several programs within Pentamation for revenue management that have been heavily customized over the past years. Separate programs exist, known as “GRS,” “Miscellaneous Tax,” and “Miscellaneous Receipts.” All of these work in conjunction with the cashiering program in Pentamation. The following table identifies the Pentamation program that relates to each tax/fee type currently collected in the City.

Table 05: Pentamation Revenue Management Programs

No.	Tax/Fee Type	Revenue Management Program
1	Utility Consumption	Miscellaneous Receipt
2	Right of Way Fee	Miscellaneous Receipt
3	Cigarette Tax	Miscellaneous Tax
4	Admissions Tax	Miscellaneous Tax
5	Income Tax	Miscellaneous Tax
6	Meals Tax	GRS

In addition to those tax/fee types listed in the table above, other types utilize separate MS Excel or manual and paper-based processes.

2. Financial Management

The City currently utilizes the FinancePlus financial management application from SunGard. Modules include those of a typical software package and include General Ledger, Budgeting, Purchasing, Payroll, and Human Resources.

3. Computer Assisted Mass Appraisal (CAMA)

The City’s Computer Assisted Mass Appraisal (CAMA) application is the Manatron SMDA 2000 program in a FoxPro database. The CAMA application is used to manage all assessment activity and maintain values. The City has long used the Manatron application; however, there is a long-term directive to evaluate its replacement.

4. Utility Billing

Utility Billing is currently managed by the Billing Division in the Department of Public Utilities for all water and sewer accounts using a SunGard product, version ACIS 4.2 in an Informix SE database. The department manages approximately 16,000 accounts. In the current environment, there is a large amount of manual data management required to interface utility billing information with the City’s financial system.

5. Commonwealth of Virginia Applications

The City currently sends data to two different applications managed by the Commonwealth. The IRMS application is used to receive both local uncollectable taxes and delinquency tax data from Virginia localities. There is a need by the City to receive back account numbers for delinquent tax data. The Commonwealth’s DMV system receives delinquent vehicle data as part of the DMV Stop process. The City must then receive back the confirmed stops.



6. Geographic Information System (GIS)

The City currently uses ESRI's Arc GIS server, version 10.1, in a SQL database. There is currently limited integration between revenue management applications and the GIS database; however, the City does have a focus on GIS development in all functional areas. It has been identified that GIS may be the tool used to establish a central address database whereby tax identifications within a future RACS are linked to parcel identifications in GIS.

7. Microsoft Office Tools

The City currently relies upon Microsoft Office Tools for several business processes. These include Word, Excel, and Outlook, in mixed versions of 2007 and 2010. Examples include several instances where MS Excel spreadsheets are tracking the receipt of tax/fee filings and payments. It is anticipated that this reliance will be greatly reduced in the future RACS environment, but there will be a need for these tools for discrete tasks outside of regular business processes.

8. Additional Applications and Databases

In addition to those primary applications and databases described in the preceding sub-sections, the City also utilizes several other applications and databases to a lesser degree. Potential interfaces may be needed to these additional applications and databases in the future environment. These are further described in the Potential Interfaces worksheet in the Functional and Technical Requirements.

2.5 Current City Technical Environment

The following sub-sections describe these areas of the City's technical environment.

1. Network Infrastructure

The network WAN/LAN environment consists of eight (8) main campuses connected via fiber. Main fiber connection speeds are 1gb while sub-campus connections are 100mb. All fiber connections terminate to the main server room in the City Municipal, the location of our current RACS systems. A primary offsite disaster recovery facility is connected via 1gb fiber. Various smaller offsite locations connect or will connect via SonicWall VPN technology. All locations requiring access to the RACS systems are located on the City WAN/LAN. The environment supports 300+ computers as well as multiple printers and other networkable devices.

2. Hardware and Operating Systems

The City has standardized on HP ProCurve routers and equipment to support and manage the WAN/LAN environment. In regards to City-owned servers and systems the City began a major virtualization effort in 2011 to better utilize City resources and centralize management/administration. The virtualization effort utilizes VMware on EMC VNXe systems. The IT department supports a mix of operating environments on servers including a mix of UNIX flavors as well as Windows 2008 server. The desktop environment maintains a mix of Windows XP as well as Windows 7 operating systems. XP is being attritioned out and should be virtually eliminated within three years. Additionally users standardly utilize Microsoft Office 2007 as standard productivity tools with some minimal use of Microsoft Office 2010 within isolated units in the organization. HP and Dell are the primary vendors for desktop and laptop hardware. There are currently no definitive plans for widespread deployment of tablets for productivity purposes within the organization although discussions continue and a deployment strategy is likely within 18 months.

2.6 Functional Area Statistics

Information related to the volume of transactions and other metrics of business processes are available on the City's website.



2.7 Gap-Fit Analysis

As part of the pre-implementation tasks, the vendor will analyze the Functional and Technical Requirements (included in Attachment B) and provide a detailed deliverable and presentation to the City demonstrating how it intends to address each requirement. This gap-fit analysis will identify areas where the City may be required to change existing business processes or potentially customize the RACS to accommodate unique process requirements. In the event the vendor proposes a software modification to meet a requirement, the vendor will provide the City with a detailed specification and cost of the proposed change.

To conduct the gap-fit analysis, the City expects that the vendor will review all business and technical requirements with City staff in a series of onsite meetings. The vendor will review and confirm all requirements and update the requirements list with any necessary changes to ensure the vendor and the City have a common understanding of all business and technical requirements. The gap-fit analysis will be a critical point in the City-vendor relationship in that the City intends for this exercise to provide the opportunity for both parties to gain consensus on expectations and challenges involved in the system implementation. The City should come away from this analysis with a clear understanding and agreement of how the vendor intends to address its specific system needs and determine if any additional resources are needed.

2.8 Implementation Project Plan

As part of the Project Scope, the selected vendor must develop and provide the City with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

1. **Project Objectives:** This section should include overall project objectives.
2. **Project Deliverables and Milestones:** This section should include a list of deliverables and milestones of the project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of the City.
3. **Project Schedule (MS Project):** This section of the Project Plan should identify the dates associated with deliverables and milestones described in Section 3 of the Project Plan. In addition, the Project Plan should reflect project predecessors, successors and dependencies. The City requires the use of Microsoft Project to develop and maintain the project schedule, resource plan and Gantt chart.
4. **Project Management Processes:**
 - a. **Resource Management:** This section of the Project Plan should describe City resources, proposer resources, and the overall project team structure and should include an organizational chart. Each role identified for the vendor, any subcontractors, and the City should also include a description of the responsibilities related to the identified project role as well as the communication process for each party.
 - b. **Scope Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage project scope and the process used to request changes to project scope. It is the City's desire to use the proposed RACS "as is" and, as such, any changes must be reviewed and approved by the City's Executive Project Team.
 - c. **Schedule Management:** This section of the Project Plan should describe the approach the proposer will use in order to manage the project schedule and the process used to submit requested changes to the schedule. The proposer must ensure that the project schedule is kept current and report any missed milestones to the City.
 - d. **Risk Management:** This section of the Project Plan should describe the approach the proposer will use to document existing project risks, report them to the team, and provide recommendations for mitigating the risk.



e. **Quality Management:** This section of the Project Plan should describe the approach the proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.

5. **Bi-Weekly Status Reports:** This section of the Project Plan should describe the approach the vendor will use to provide bi-weekly status reports throughout the course of the project. This section should describe the layout of the bi-weekly status report and the expected delivery mechanism that will be used to provide the report to the City and review it on a bi-weekly basis with the City's project manager and appropriate project staff.

Proposers shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.9 Requirements Traceability Matrix

As part of the Project Scope, the selected vendor must develop and maintain a Requirements Traceability Matrix (RTM) to track and report to the City which Functional and Technical Requirements have been satisfied during each phase of the project. The RTM is created by associating requirements with the work products that satisfy them. It is the City's intention that the vendor will maintain the RTM (throughout the life of the project) along with collaborative input from the City. As part of the "go-live" acceptance process for each phase, the City and vendor shall agree that each requirement in the RTM for that phase has been satisfied. Attachment B includes a list of the Functional and Technical Requirements requested by the City.

2.10 Vendor Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the Vendor Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.11 City Project Team Resource Management

Proposers shall provide a preliminary Resource Plan for the City Project Team as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.12 Communication Management Plan

A project of this size and complexity represents a tremendous investment and associated risk for any organization. Thus, the City anticipates the need to be able to provide frequent and regular progress updates and status reports to various City leaders, staff, and stakeholder groups.

As part of the Project Scope, the selected vendor must provide a detailed communication plan that includes discussion of key implementation metrics that will be used to track progress; types of communication methods (i.e., memo, email, one-on-one meetings, project team meetings, stakeholder group meetings, online web progress reporting tools, etc.) that the vendor will use; frequency of these communications; and key vendor points-of-contact with overall responsibility for ensuring these communications are provided as scheduled. This will become a part of the Implementation Plan.

Additionally, the City expects that the vendor will make Key Personnel and staff available for certain meetings either on-site or via teleconference or web-conference that may be required should major issues arise during the implementation that significantly impact the schedule, budget, or implementation of the RACS.

2.13 Business Process Change Management Plan

As stated in the project objectives above, the City wishes to maximize its use of the new RACS capabilities and anticipates that this goal will require it to undertake business process changes that may or may not have a significant impact on City operations and personnel.



As part of the Project Scope, the selected vendor must develop and provide a detailed Change Management Plan. This plan should include a list of the business processes that the vendor recommends changing and a detailed description and flowchart of the recommended new processes, the anticipated benefits to the City of these changes, and how the vendor proposes to manage this change process. Workflow diagrams will be provided to the selected vendor.

2.14 Software Customization Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Software Customization Plan that includes anticipated customizations and their impact to the overall project schedule, budget, and final success. This software customization plan should describe the process that the City and the vendor will engage in for accepting the software modifications. While it is the City's intent to utilize the vendor system's existing capabilities and embedded best-practice business processes, it recognizes that there will be some critical work processes that require some amount of software customization.

2.15 System Interface Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of Attachment B, Functional and Technical Requirements. During the gap-fit analysis, vendors will conduct the work necessary to gain an understanding of the existing environment and the complete list of interfaces that will need to be developed. Attachment B contains a list of the potential interfaces at this time.

Proposers shall provide a preliminary System Interface Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.16 Data Conversion Plan

As part of the Project Scope, the selected vendor will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The City would like to understand how the proposer will approach developing the data conversion plan, and what processes will be undertaken by the proposer's project team to convert existing data as well as to interface with identified source systems. A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by City or proposer) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The proposer is expected to assist the City in the conversion of both electronic and manual data to the new system. It is expected that the City will be responsible for data extraction from current systems and data scrubbing and that the proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Proposers should plan to have converted data ready for the User Acceptance Testing phase of the project.

Proposers shall provide a preliminary Data Conversion Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

2.17 Testing Plan

As part of the Project Scope, the selected vendor will develop and provide a Testing Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. It is the City's expectation that the Testing Plan govern all phases of the project and that the vendor will also provide assistance during each testing phase involving City users. The vendor will develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The vendor will also provide a plan for stress testing of the system that will occur during or after UAT.

2.18 Quality Assurance Plan

As part of the Project Scope, the selected vendor will provide a Quality Assurance Plan that describes how the desired levels of quality will be achieved through implementation. The Plan should identify resources from both the



vendor and the City who will be involved in the processes of quality planning, quality assurance, and quality control. The City expects that vendors have an existing Quality Assurance Plan that it employs as part of its standard implementation.

2.19 Pre- and Post-Implementation Support Plan

As part of the Project Scope, the selected vendor will develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Vendors should describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the vendor's response should clarify these potential services and highlight the level of support that has been proposed.

2.20 Training Plan

As part of the Project Scope, the selected vendor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the software and/or implementation vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end-users).
2. The role and responsibility of the City staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end-users, and technology personnel.
4. Proposed training schedule for City personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (The vendor should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The vendor must be very clear about exactly what training courses are included in the cost of the proposal.
6. The knowledge transfer strategy proposed by the software and/or implementation vendor to prepare City staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the implementation by the vendor including, but not limited to, detailed system user manuals, "Quick Reference" guides, online support, help desk support, user group community resources, and others as available.

It is the City's intention that the selected vendor will coordinate the training of City personnel in the use of its application and that satisfactory implementation of an approved training plan will be a key component of this project's deliverables.

Documentation, including training manuals and agendas, will be provided by the proposer before each training session with City staff.

2.21 Deliverables Dictionary

As part of the Project Scope, the selected vendor will develop and provide a "Deliverables Dictionary." The City anticipates the Deliverables Dictionary will be a listing of key project deliverables that includes a brief explanation of the deliverable, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposer's project plan. The Deliverables Dictionary, at a minimum, should include the items described in this section.

Proposers shall provide a Deliverables Dictionary as part of responses in accordance with the Submittal Response Format described in Section 4.0.

Proposers shall also complete Attachment E, Ownership of Project Deliverables.

2.22 System Documentation



As part of the Project Scope, the selected vendor will develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. The selected vendor shall provide documentation in web-based and PDF forms for each application module.

Proposers shall provide sample System Documentation as part of responses in accordance with the Submittal Response Format described in Section 4.0. In addition, proposers shall provide an overview of the system documentation that will be provided as part of system implementation.

2.23 Decision Matrix

The City will work collaboratively to develop a Decision Matrix for the life of the RACS implementation project. There will be instances during the project where key decisions will need to be made. The decisions will be made based on information provided by both the selected vendor and the City. The decisions could potentially impact future phases of the project and it will be important for the City and proposer to track the facts that influenced key decisions. The vendor project manager and City project manager will work collaboratively to maintain a Decision Matrix.

2.24 Risk Register

As part of the Project Scope, the selected vendor will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., project portal) and be regularly updated. For each risk identified, the vendor shall be responsible to develop an impact summary and a mitigation strategy in a timely fashion.

2.25 Business-Oriented Workflow Diagrams

As part of the Project Scope, the selected vendor will develop and provide documented business-oriented workflow diagrams. The diagrams will depict the to-be business processes in a future environment that leverages the software to be implemented. Such diagrams shall be developed as part of initial system configuration activities as part of business process change management. The City desires these diagrams to be used for the purpose of system documentation, with a level of customization to the diagrams based upon the City specific environment. The level of detail should include primary activities but not step-by-step routines.



3.0 Proposal Evaluation and Award

3.1 Evaluation Process

The City's Evaluation Committee will initially review and evaluate each proposal received to determine the proposer's ability to meet the requirements of the City. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the vendors that are best suited to meet the needs of the City based on the scoring of the evaluation criteria. These vendors will form the Vendor Short List.

The City, at its sole discretion, reserves the right to have system demonstrations with those proposers on the Vendor Short List. Demonstrations will be conducted at City offices. Time limitations and demonstration requirements will be provided with the notification. Each Evaluation Committee member will score the demonstration.

A Pre-Demonstration Vendor Teleconference will take place on April 9, 2013 for those vendors that have been invited to demonstrate their software. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and vendors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference individually with each vendor.

Demonstrations will be assigned a portion of the overall Technical Capability score. The City may elect, at its sole option, not to conduct discussions or demonstrations with respondents. Demonstrations will involve a scripted demonstration as well as a demonstration "lab."

The City may request additional information or clarification of proposals and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria set forth above.

3.2 Evaluation Criteria

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 purchasing agent shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the purchasing agent determine in writing and in his or her 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.

The evaluation criteria in the following table are intended to be the basis by which each proposal will be evaluated, measured, and ranked. The City hereby reserves the right to evaluate, at its sole discretion, the extent to which each proposal received compares to the stated criteria. The recommendation of the Evaluation Committee shall be based on the evaluations using the criteria.



Table 06: Evaluation Criteria

Criteria	Description	Maximum Score
Functional & Technical	This criterion considers both the qualifications of the personnel proposed to provide the services solicited by this RFP and the products that are proposed to be used in performing the services solicited by this RFP. In evaluating the proposer's products, the City will consider the business benefits and the business process improvements as a result of implementing the proposer's products.	35 points
Approach	This criterion considers the proposer's understanding of the scope of work and the quality and clarity of the proposer's written methodology and description of the proposed approach to accomplish the work.	20 points
Experience	This criterion considers (1) the proposer's past performance on any City contracts, (2) the results of reference checks, and (3) the proposer's experience in providing the services solicited by this RFP as set forth in the proposer's response.	20 points
Cost	This criterion considers the price of the services solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers.	25 points

3.3 Best and Final Offer

A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the City. Such process may be initiated following the publishing of the Vendor Short List, ongoing contract negotiations or at any other evaluation process step.

Additional processes of scope and cost clarification may be employed as part of the evaluation process.

3.4 Notice of Award

After the completion of contract negotiations, the Purchasing Division will issue a written Notice of Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Award.

Successful proposers named in the Notice of Award are advised not to begin work or enter into subcontracts relating to the project until both the successful proposer and the City sign the contract.



4.0 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by proposers submitting proposals:

1. The deadline for proposal submissions is established in Section 1.0, RFP Introduction and Background. The proposal deadline is February 22, 2013 at 2:00 PM Eastern Time. Proposals received after this deadline will not be accepted and will be returned to proposer.
2. Proposers shall submit ten (10) hardcopies of the Technical Proposal and ten (10) hardcopies of the Cost Proposal under separate covers to the City at the address contained in Table 10. One (1) hardcopy of the Technical Proposal and one (1) hardcopy of the Cost Proposal should be clearly marked as "Original," and the remaining copies should be clearly marked "copy."
3. Technical Proposals should be provided in three-ring binders with tab separators. Technical Proposals shall not include extraneous marketing materials.
4. Proposers shall submit two (2) electronic versions of the Technical Proposal and two (2) electronic versions of the Cost Proposal on separate CDs to the City along with hardcopy proposals. Documentation that is provided in Adobe PDF shall be in a searchable format. Any attachments provided in the RFP package in MS Excel format shall be completed and returned by vendors in the same format.
5. Mailed proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number.
6. The mailing address for proposals is contained in the following table.

Table 07: Proposal Mailing Addresses

City Mailing Address
City of Harrisonburg Purchasing Department; Room 201 Attn: Pat Hilliard 345 South Main Street Harrisonburg, VA22801

7. The following table contains the organization guidelines for proposal responses.

Table 08: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 1	Transmittal Letter and Executive Summary	4.2
Tab 2	Project Approach and Software Solution	4.3
Tab 3	Implementation Methodology	4.4
Tab 4	Company Background and History	4.5
Tab 5	Key Proposed Personnel and Team Organization	4.6
Tab 6	Project Roles and Responsibilities	4.7
Tab 7	Project Schedule	4.8
Tab 8	Functional and Technical Requirements Response	4.9
Tab 9	Data Conversion Plan	4.10



Proposal Tab No.	Technical Proposal Section	RFP Sec. No.
Tab 10	Quality Assurance Plan	4.11
Tab 11	Deliverables Dictionary	4.12
Tab 12	Sub-Contracting	4.13
Tab 13	References	4.14
Tab 14	Site Visit References	4.15
Tab 15	Response to Narrative Questions	4.16
Tab 16	Exceptions to Terms and Conditions	4.17
Tab 17	Attachments: Required Forms	4.18
Separate Cover	Price Proposal	4.19

4.2 Cover Page and Executive Summary

The first tab of the proposal should contain the Cover Page of the RFP and Executive Summary. The Cover Page shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s).

A signature on the Cover Page hereby provides the City of Harrisonburg acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a proposal in response to this solicitation, a proposer shall be deemed to have accepted all specifications, terms, and general conditions and requirements set forth in these specifications, terms, general conditions, and requirements unless otherwise clearly noted and explained in this RFP.

The Executive Summary should provide a brief summary of the proposal contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

Tab 1 should not exceed four pages.

4.3 Project Approach and Software Solution

The second tab of the proposal should include a description of the proposed approach for providing the services described in Section 2.0, Scope of Work. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in Attachment B in narrative format. The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.

Marketing materials should not be submitted on the proposed functionality.

Proposers shall describe any assumptions made in proposals in detail. These should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during implementation and support phases.

4.4 Implementation Methodology

The third tab of the proposal should include a comprehensive description of the proposed implementation methodology for the project. The description should include how the proposer has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.



As part of the third tab of the proposal, vendors shall include a proposed project schedule.

Proposers should also include a sample Project Plan as part of the third tab.

4.5 Company Background and History

The fourth tab of the proposal should include a comprehensive narrative history of the firm, including the development of its experience in providing services similar to those described in Section 2.0, Scope of Work. The following points should be addressed in the third tab of the proposal.

1. Total number of employees;
2. Office locations;
3. Total number of active clients;
4. Total number of active government clients;
5. Total number of active city government clients;
6. Total years offering government RACS;
7. Largest active government installation including population;
8. Smallest active government installation including population; and
9. Other products offered by company.

If a partnership with third-party companies is a part of a proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a proposal, prime or third-party.

4.6 Key Proposed Personnel and Team Organization

The fifth tab of the proposal should include the resumes of the proposed project personnel as well as the structure of the proposed Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this project for all primary roles. Resumes shall include the following information:

1. Name and title;
2. Role on the project;
3. Description of project roles and responsibilities;
4. Home office location;
5. Listing of past projects where resource implemented the proposed product;
6. Listing of past projects where resource implemented other software products;
7. Educational background;
8. Professional registrations and memberships; and
9. Additional relevant information.

The City has a preference to key personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The City reserves the right to require background checks be conducted on any individual conducting work as either an employee of the vendor or on the vendor's behalf.

4.7 Project Roles and Responsibilities

The sixth tab of the proposal should include the proposed resource levels for the City and Vendor Project Teams. The tab shall include the completed Resource Hours Worksheet contained in Attachment D. This worksheet shall be provided in MS Excel format.



Vendors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the City Project Team and a second worksheet is provided for the Vendor Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

4.8 Project Schedule

The seventh tab of the proposal should include the proposed project schedule including major milestones, activities, and timing of deliverables. The project schedule shall be in a Gantt chart format developed in Microsoft Project.

4.9 Functional and Technical Requirements Response

The eighth tab of the proposal should include the proposed capability to provide the City’s requirements as defined in Attachment B, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in Attachment B. Vendor shall provide the completed worksheets in MS Excel format.

When providing responses to the requirements in Attachment B, proposers shall use the response indicators contained in the following table.

Table 09: Requirements Response Indicators

Indicator	Definition
S	Feature/Function is included in the current software release.
F	Feature/Function will be available in a future software release.
C	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications.
T	Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system.
N	Feature/Function cannot be provided.

If a response indicator of “F” is provided for a requirement that will be met in a future software release, the proposer shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the proposer shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the proposer shall identify this third-party system and include a cost proposal to secure this system.

4.10 Data Conversion Plan

The ninth tab of the proposal should include the proposed Data Conversion Plan that will ensure the City’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the City and the vendor, organized by module.

4.11 Quality Assurance Plan

The tenth tab of the proposal should include the proposed Quality Assurance Plan. This Plan should be based on the proposer’s standard approach for achieving quality assurance.

4.12 Deliverables Dictionary



The eleventh tab of the proposal should include a listing of the key project deliverables that includes a brief explanation of the deliverables, any pertinent information and connection to other deliverables, and a cross-reference to the deliverable in the proposed Project Plan provided in Tab 3. The Deliverables Dictionary should include all items described in Section 2.0, Scope of Work, as well as the vendor’s typically provided deliverables.

As part of the eleventh tab, proposals should also identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 5 should be appropriate based on the roles identified for each project deliverable.

Table 10: Deliverables Ownership Roles

Role	Summary
Lead	The party ultimately responsible for the development of the deliverable.
Assist	The party provides active assistance in development of the deliverable.
Participate	The party provides passive assistance in the development of the deliverable.
Owns	The party is solely responsible for the development of the deliverable.
Share	Both parties share equal responsibility for the development of the deliverable.
None	The party has no role in the development of the deliverable.

A sample format of how the ownership of project deliverables should be included in the vendor’s proposal is included in Attachment E, Ownership of Deliverables.

4.13 Sub-Contracting

The twelfth tab of the proposal should identify any of the required services that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

1. Summary of service;
2. Reasons for sub-contracting;
3. Proposed sub-contractor;
4. Detailed sub-contractor responsibilities;
5. Sub-contractor name;
6. Sub-contractor location;
7. Sub-contractor experience;
8. Previous use of sub-contractor; and
9. Any additional relevant information.

4.14 References

The thirteenth tab of the proposal should identify the proposer’s references for the project. Proposers shall provide at least five (5) City government clients with whom the proposer has worked during the past three (3) years that are of similar size and complexity to the City of Harrisonburg. References shall be from City governments that have been live with the current software version for a minimum of two (2) years.

Proposers shall complete a Vendor Reference Form for each of the references as contained in Attachment A.



In the event the proposer cannot provide the required references, substitution of other organizations should be made to ensure five (5) total references are provided. Proposers shall indicate how these substitute references deviate from the requested characteristics.

If possible, the City prefers references that were managed by the same project manager recommended for the City. This section of the RFP response should also include an affirmative statement that the proposer grants its consent for the City to contact the proposer's references for purposes of evaluating the proposer for this project and acknowledges that any information obtained from the proposer's references will not be disclosed to the proposer.

This tab should also include the name and contact information of three (3) former clients that have elected to leave the vendor. The vendor should describe why the client left, and what steps the vendor has taken to correct the issues that resulted in the client's departure.

4.15 Site Visit References

The fourteenth tab of the proposal should include the contact information for three (3) similarly-sized City governments with which the City may conduct site visits.

4.16 Response to Narrative Questions

The fifteenth tab of the proposal should include the proposer's response to the following narrative questions. The total tab length shall not exceed ten pages.

1. Based on information provided in this RFP and experience in working with other cities, what is the proposer's perspective on the most significant risks to this project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the project?
3. How do you propose to keep the project on task?
4. Provide a clear description of project management responsibilities between the City and the Vendor.
5. What is the earliest you can begin implementation after contract signing?
6. Please describe your organization's recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.
7. What other system modules or products would the proposer recommend to be complementary to the Project Scope as described in Section 2.0?
8. Describe how your software product can allow workflow routines to be configured to limit the number of approvals needed for like items.
9. What strategic decisions or direction is your firm taking or making related to the product being proposed today?
10. What is the name and current release number of the product being proposed?
11. When will the next release be available?
12. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?
13. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
14. What other applications will the product being proposed integrate with or have integrated with in the past?
15. What sets your firm's product being proposed apart from your firm's competitors?
16. Can the product being proposed be deployed in a decentralized or centralized manner?

4.17 Exceptions to Terms and Conditions

The sixteenth tab of the proposal should include any exception the proposer takes to the terms and conditions set forth in this RFP. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

4.18 Required Forms

The seventeenth tab shall include all required forms included in Attachment F.



4.19 Price Proposal

The proposer's Price Proposal should be provided under separate cover from all tabs of the proposer's Technical Proposal. The Price proposal shall consist of two sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Proposers shall not modify the worksheets in any way. Vendors shall provide the completed cost worksheets in MS Excel format.
2. The proposer's standard travel and expense policy.
3. Agreement with Payment and Retainage. The proposer shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP. If a proposer does not agree with all items, a description should be provided of those items for which exception is taken.



5.0 Contract Terms and Conditions

5.1 Contract Type

The resulting contract from this procurement shall be a not-to-exceed contract. The initial contract price will be based upon prices submitted by the selected vendor, subject to contract negotiations with the City, and shall be firm for the total number of years of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through adjustment clause. The City must be notified in a timely manner of all price increases.

5.2 Contract Review

The vendor will meet with the City's Contract Administrator not less than once per quarter to conduct a contract and performance review of the vendor. These meetings will be either in person in Harrisonburg, Virginia, or via teleconference or web-conference with not less than two in-person meetings per year. This contract and performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.3 Contract Changes

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Any increase will be based on the vendor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City, (1) the request may be granted; (2) the contract may be cancelled and solicitation may be re-advertised; or (3) continue with the contract without change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt of vendor's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. The vendor will be required to send notice to all users of the contract. All services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for price increase, the vendor will be notified and the contract will continue without change.

5.4 Contract Approval

This RFP does not, by itself, obligate the City to award a contract. The City's obligation will commence following the City's approval of a contract. Upon written notice to the vendor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the vendor, even work done in good faith, if it occurs prior to the contract start date set by the City.

5.5 Contract Dispute

In the event of contract dispute, dispute proceedings will be held in the Commonwealth of Virginia. Mediation will be a mandatory first step in the event of a dispute, prior to any legal action.

5.6 Payment and Retainages

The City understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the City's expectations for payments and retainage associated with these costs are described.



1. Software Licensing Cost

Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the proposer shall:

- Explain all factors that could affect licensing fees;
- Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
- Indicate which product versions, operating platform(s), are included for each price;
- Indicate whether a product is for “server” or “client,” as applicable; and,
- Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the proposer shall show any applicable discounts separately from the prices for products and services. The City requests that the proposer provide separate prices for each functional area/module in the proposed solution. In addition, the City expects software maintenance costs will not increase in the first five years starting from beneficial use of each module. The City will provide payments associated with software license fees on a milestone basis described in the following table.

Table 11: Software Licensing Payment Milestones

Project Milestone (for each phase of the implementation)	License Payment (% of Total)	Associated Test
Project Kick-Off and Project Plan Approval	20%	Kick-Off Meeting has been completed and the City has signed off on the Project Plan deliverable.
Initial System Implementation	20%	Identified users can access the off-the-shelf system from all work stations.
System Configuration Complete	25%	The City has provided formal acceptance that all business requirements have been successfully configured and end-users can access the configured test environment. End-users are fully trained to undertake UAT activities.
Approval of Go-Live	20%	The City has signed off on the UAT test results.
Acceptance of System	15%	The City has signed off on at least two months of system operations and reporting.

2. Implementation Services Cost

Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the City will be charged for services as incurred.

The City will pay eighty-five percent (85%) of the implementation service costs on a monthly basis as incurred on the project. Fifteen percent (15%) of the implementation service costs will be retained (as a “hold-back”) until successful completion of the associated project phase. The fifteen percent (15%) hold-back will be paid to the vendor upon City acceptance of the system (see above for associated test criteria) and sign-off at phase completion.

Costs for the proposed solution should be submitted on the Cost Worksheet (Attachment C). It is important to note the following:

- The City will not consider time and materials pricing. Proposers shall provide firm and fixed pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or



- other;
- The proposer shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
- In the event the product or service is provided at no additional cost, the item should be noted as "no charge;"
- In the event the product or service is not being included in the proposal, the item should be noted as "No Bid;" and,
- Proposer shall make clear the basis of calculation for all fees.

All travel expense costs must be included in the proposer's not-to-exceed price cost. The City will not make a separate payment for reimbursable expenses. Per Force Majeure, City shall not be liable for additional travel costs incurred due for any reason outside the City's control. The City expects all expenses will be billed in alignment with GSA/IRS Federal Per Diem rates for Virginia.

3. Annual Maintenance Cost

Annual maintenance costs include the annual maintenance and support fees for the application environment. The City will not pay maintenance fees on functional areas until City sign-off has been provided to approve live operation for one year after go live. The City expects software maintenance costs will not increase in the first five years upon live operation.

5.7 Taxes and Taxpayer Information

The awarded vendor must provide a valid W-9 form within five (5) days of notification of award. The City is exempt from paying local, state, or federal taxes.

5.8 Federal Requirements

The vendor must comply with all known federal requirements that apply to the proposal, the evaluation, and the contract.

5.9 Confidential Information

Any written, printed, graphic, or electronic or magnetically recorded information furnished by the City for the proposer's use are the sole property of the City. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning City employees, products, services, prices, operations, security measures, and subsidiaries.

The proposer and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with City approval, and only to the extent necessary to perform the work under the agreement. This prohibition also applies to the proposer's employees, agents, and subcontractors. On termination of the agreement, the proposer will promptly return any confidential information in its possession to the City.

5.10 City Property

The use of any and all City property must be approved in advance.

5.11 Warranty

A warranty is sought for both the software and implementation services. It is assumed that proposers have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as part of the overall procurement process.

5.12 Source Code



Selected vendors shall place source code for the software modules licensed by the City in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by City at no additional cost to the City). The source code shall be kept current with the releases / version of the software in live use at the City. The source code shall revert to the City for the City's use if the vendor files for bankruptcy or protection from creditors in a court of law. The City shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the vendor going out of business or no longer supporting the software being licensed, the vendor shall provide appropriate source code to the City. The same applies if the vendor is merged or acquired and the software is no longer supported. Once the City obtains the source code, it shall be a perpetual license, and there shall not be any additional fees due, even if additional licenses are deployed.

5.13 Insurance Requirements

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

Worker's Compensation -	Statutory requirements and benefits.
Commercial General Liability -	\$1million combined single limit
Automobile Liability -	\$1million combined single limit
Excess Liability -	\$1 million

5.14 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the forfeiture by Proposer of all benefits of the Contract; ii) the retainage by City of all services performed by Proposer and iii) the recovery by City of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

5.15 Pending and Recent Litigation

Proposers must disclose any pending or recent litigation they are involved in as a company. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

5.16 Proposer's Certification

By signature on the proposal, the proposer certifies that it complies with:

1. The laws of the Commonwealth of Virginia and is licensed to conduct business in the Commonwealth of Virginia;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. A condition that the proposal submitted was independently arrived at, without collusion; and,



5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the proposer in default.

5.17 Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the City will send a written request to all proposers deemed susceptible for award asking proposers to hold their price firm for a longer specified period of time.

5.18 Amendment/Withdrawal of Proposals

Proposers may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to a request of the City. After the deadline, proposers may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The Purchasing Division may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the proposer's bid bond or other bid type of bid security, if one was required.

5.19 Alternate Proposals

Proposers may not submit alternate proposals for evaluation.

5.20 Sub-Contractors

Subcontractors may be used to perform work under this contract. If the proposer intends to use subcontractors, the proposer must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the City's request:

1. Complete name of the subcontractor;
2. Complete address of the subcontractor;
3. Type of work the subcontractor will be performing;
4. Percentage of work the subcontractor will be providing;
5. Evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid Commonwealth of Virginia business license;
6. A written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract; and
7. A copy of the prime-contractor/sub-contractor contract verifying the prime-contractor has the sole responsibility for any and all services under this RFP and is financially liable, without exception, to the City for all services contracted by the proposer under this RFP.

The proposer's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the contract administrator designated by the City.

5.21 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the proposer must submit a copy of the joint venture agreement that identifies the principals involved and its rights and responsibilities regarding performance and payment.

5.22 Right of Rejection



The City reserves the right to reject any proposal, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The City may reject any proposal that is not responsible to all of the material and substantial terms, conditions, and performance requirements of this RFP.

The City reserves the right to reject any proposal determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

5.23 Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the proposal Evaluation Committee are permitted with any proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

5.24 Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the City is subject to making records available for disclosure.

5.25 Protests

An interested party may file a protest regarding any aspect of this solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with City policy.

5.26 Contract Negotiation

After final evaluation, the City may negotiate with the offerors of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFP. If any proposer fails to negotiate in good faith, the City may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held at City of Harrisonburg office locations at a date and time to be determined.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

5.27 Failure to Negotiate

If the selected proposer:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the proposer and the City, after a good-faith effort, cannot come to terms; then

The City may terminate negotiations with the proposer initially selected and commence negotiations with the next highest-ranked proposer. At any point in the negotiation process, the City may, at its sole discretion, terminate negotiations with any or all proposers.

5.28 Non-Collusion Statement



Proposers shall complete and sign the non-collusion statement and include it with their proposal. See Attachment F for a blank Non-Collusion Statement form.

5.29 Standards of Conduct

The City of Harrisonburg conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city.



GENERAL TERMS AND 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.

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.

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>.



Attachment A: Vendor Reference Form

See MS Word document *"Harrisonburg VA RACS RFP – FORMS.docx"*

Vendors shall complete a Vendor Reference Form for each provided reference in accordance with Section 4.14 of the RFP.



Attachment B: Functional and Technical Requirements Worksheet

See MS Excel spreadsheet "Harrisonburg VA RACS RFP- WORKSHEETS.xlsx"



Attachment C: Cost Proposal Worksheet

See MS Excel spreadsheet "Harrisonburg VA RACS RFP - WORKSHEETS.xlsx"



Attachment D: Resource Hours Worksheet

See MS Excel spreadsheet "*Harrisonburg VA RACS RFP - WORKSHEETS.xlsx*"



Attachment E: Ownership of Proposed Deliverables

See MS Word document "Harrisonburg VA RACS RFP – FORMS.docx"



Attachment F: Forms

See MS Word document *"Harrisonburg VA RACS RFP – FORMS.docx"*