



**REQUEST FOR UNSEALED PROPOSALS (URFP)
NON-PROFESSIONAL SERVICES**

ISSUE DATE: March 2, 2020

URFP No. 20-138

TITLE: Electronic Learning Management System

COMMODITY CODE: 92091, 92400, 20866

ISSUED BY:

City of Chesapeake
Purchasing Division
306 Cedar Road, 5th Floor
Chesapeake, Virginia 23322

USING DEPARTMENT:

City of Chesapeake
Chesapeake Integrated Behavioral Healthcare
224 Great Bridge Blvd
Chesapeake, Virginia 23322

PERIOD OF CONTRACT: ONE YEAR FROM DATE OF CONTRACT EXECUTION WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS UPON THE WRITTEN AGREEMENT OF THE PARTIES.

The City of Chesapeake, Virginia will receive Unsealed Proposals for the above solicitation until 3:00 PM local time on Tuesday, March 31, 2020. Unsealed proposals are to be emailed to ctaylorpage@cityofchesapeake.net or delivered to the office of the Procurement Administrator in the Purchasing Division, 5th Floor, City Hall Building, 306 Cedar Road, Chesapeake, Virginia, 23322. Any unsealed proposal received after the specified time and date will not be considered.

Inquiries For Information Should Be Directed To: Candice Taylor-Page, Procurement Specialist II at: ctaylorpage@cityofchedapeake.net or 757-382-6376. All questions must be submitted via e-mail before 5:00 pm, EST, Thursday March 12, 2020 URFP documents may be examined at the office of the Purchasing Division, located on the 5th Floor, City Hall Building, 306 Cedar Road. Electronic copies of URFP documents in PDF format are available for download on the Onvia Demandstar web site at www.demandstar.com or eVA's website at <https://eva.virginia.gov/>.

It shall be the responsibility of the offeror to monitor the City's website and above noted procurement websites for published addenda, if any. Fully executed addenda must be returned with proposal.

UNSEALED PROPOSALS ARE TO BE EMAILED TO ctaylorpage@cityofchesapeake.net. IF UNSEALED PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PURCHASING DIVISION AT THE ADDRESS SHOWN ABOVE. IF HAND-DELIVERED, DELIVER TO: CITY HALL, PURCHASING DIVISION, 306 CEDAR ROAD, 5TH FLOOR, CHESAPEAKE, VA.

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

In Compliance With This Request for Unsealed Proposals And To All The Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers, And Agrees To Furnish Services requested in the solicitation (URFP).

THIS SECTION IS TO BE COMPLETED BY OFFEROR'S AUTHORIZED REPRESENTATIVE.

NAME AND ADDRESS OF FIRM:

Date: _____

By: _____ (Sign in Ink)

Name: _____ (Please Print)

_____ Zip Code: _____

Title: _____

FEI/FINT NO: _____

Phone _____ Fax _____

E-mail: _____

Website: _____

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Section I – Required General Terms and Conditions

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****Attachments must be fully executed and submitted with the URFP Proposal**

The City of Chesapeake does not discriminate against faith based organizations in accordance with Code of Virginia Section 2.2-4343.1 or against any contractor, bid, or offeror because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by State law relating to discrimination in employment.

I. PURPOSE

The purpose of the Unsealed Request for Proposal is to obtain proposals from qualified Offerors to provide Chesapeake Integrated Behavioral Healthcare (hereinafter "CIBH") a web-based Learning Management System and hosting services, including the software, solution, migration, and technical support to deliver high quality clinical and non-clinical training for employees and guest users. This solicitation is to license training products to employ a dynamic and scalable LMS product that includes providing off-site hosting services.

II. BACKGROUND

CIBH is a non-profit organization dedicated to providing exceptional behavioral health care services to the citizens of Chesapeake, Virginia. CIBH is located at 224 Great Bridge Boulevard, Chesapeake, Virginia. The facility is licensed by the Commonwealth of Virginia to provide behavioral health care and substance use disorder services. CIBH has approximately 307 employees. CIBH has an annual budget of approximately \$27 million. Revenue sources include SAPT Block Grant, MH Block Grant, state general funds, local funds, Medicare, Medicaid, and self-pay.

CIBH currently has an LMS license agreement with Trilogy to install, register and use Trilogy Training Products to access and to use online storage facility for electronic training records and any related content and services made available by Trilogy. LMS Administrators and CIBH employees access the LMS using an Internet Explorer web browser. The CIBH administrator has setup the LMS and courses are made available to employees. The LMS is designed to manage the registration and delivery of online training for users and automate the administration, tracking, and reporting of employee training, to include attendance data for compliance and elective training, as required. The LMS was tailored to CIBH needs and timelines. The data stored by Trilogy includes but is not limited to CIBH's employees (current, retired and terminated) name, testing dates, department, supervisor, date of hire, email address, user name, passwords, employee identification number, address, telephone number, facsimile number and grades.

CIBH currently has three hundred (300) seats and the current course library, developed and uploaded by CIBH staff, consists of Virginia Licensure and Department of Behavioral Healthcare and Developmental Services required courses, including but not limited to clinical skills courses, Abuse and Neglect, Addictions, Children, HIV/AIDS, Suicide, Crisis Intervention, Employment Law Compliance (HIPPA, OSHA) and Regulatory, Workforce and Management Practices. The licensed seats are modified annually with Trilogy. Online courses growth is inevitable throughout the contract. The online courses are available 365/24/7 and are administered by audio, video and other innovative technology to enhance the learning experience. Trilogy provides delivery, management, archiving and tracking of online learning with the following features:

- Automated enrollment
- Single click course upload
- SCORM compliant
- Customizable interface
- Support
- Smart bookmarking
- Custom reporting
- Retesting
- Manual course assignment
- Email
- Status notification messages
- Completion certificates
- Centralized environment
- Search and sortable lists

- Status, scores, interactions, and
- Bulk enrollment
- Wait list functionality
- Document posting and sharing gradebook
- Instant importing
- Message board

CIBH employees receive credit for courses by listening to and/or reading the entire presentation. Upon completion of courses that require competency to be evidenced by a post-test, the employee is given a test and must post a satisfactory score on the post course evaluation. If the participant does not post the passing grade or higher, they are allowed to retake the test repeatedly based upon the settings set by the System Administrator.

The selected vendor must transfer existing services from Trilogy, training database files and existing online training courses. A vendor's ability to transfer the data from Trilogy is a core specification requirement.

III. STATEMENT OF NEEDS

LMS is a mechanism to develop, deliver, and track training compliance for required and elective modules that will provide seamless uploads and transfer of information to ensure employee files are accurate with minimal data entry and errors. The CIBH Quality Assurance Department is the primary System Administrator for LMS.

- A. General Requirements: The qualified Bidder must perform all day-to-day monitoring and reporting activities in accordance with the industry best practice and/or software provider recommendations for an adequate LMS, and will provide the following services:
1. Integrate electronic data stored in Trilogy to the new LMS software;
 2. Highly interactive *secured hosted environment*, multimedia training provided via the World Wide Web and accessible 365/24/7 for both training and administrative purposes;
 3. Provide 365/24/7 access and the use of online storage facility for electronic training records;
 4. Provide, at no additional charge, all user manuals, training materials, reference manuals, administration guides, and any other materials necessary for the proper and successful use of the LMS. Said materials must be delivered to CIBH, Quality Assurance Department, 224 Great Bridge Blvd., Chesapeake, VA 23320;
 5. Provide initial training to include but not limited to the System Administrator and other designated CIBH staff members;
 6. Train, track and store learning milestones of users;
 7. The Contractor will set up database access with employee logins and passwords;
 8. On-line learning catalog of courses that are easy to use and related to the field of public *Behavioral Health* including but not limited to the following topics, Clinicians, Administrative Support Staff, Case Managers, Crisis Intervention, OSHA, Corporate Compliance/Employment Law, Confidentiality/Privacy and Health;
 9. The course modules will include areas in Substance Abuse, Intellectual Developmental Disabilities, Mental Health, and Skilled Nursing

10. Provide at a minimum the equivalent number of courses offered by CIBH's current provider;
11. Program instructional format for self-pacing. The LMS will have the capabilities to: stop, pause, reverse and interrupt. The LMS should resume at the point of the content where the user stopped, paused or interrupted the program. Available on-line tutorials to guide the users through the system; and,
12. Provide on-site, telephone and web-based customer and technical support as needed.

B. Specific Requirements: The Bidder will provide a web-based LMS that provides the following services under this contract, but are not limited to the following services:

1. Business Requirements:

A. System Implementation:

1. Data Migration. Provide an Application Service Provider (ASP) solution that will allow access to the software through a web browser using HTML. The use of the ASP model should minimize software integration issues and improve reliability, scalability, and security.
2. Integration. The LMS will offer opportunities to import and export customer customizable files, including but not limited to existing training and compliance records.
3. Implementation. The System Administrator will have the ability to setup the Learning Management System and how courses are made available to our staff. Implementation is tailored to our organization's needs and timelines.

B. Support Services. Provide technical assistance, during normal business hours 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, at a minimum via telephone or email; also prefer availability of a call center after 5:00 p. m. EST.

1. Initial Implementation Phase;
2. Roll-out Phase; and,
3. User Acceptance/Sign-off Testing Phase.

C. Training. Provide initial training to the System Administrator and designated CIBH staff members.

2. Technical Architecture and System Requirements:

A. System Performance.

1. Provide a built in authoring tool to allow the System Administrator the ability to create interactive e-learning content to comply with industry standards. Furthermore, the training modules provided are competency based and have blended learning capabilities;
2. 100% browser based for the learner and the System Administrator;
3. Ability to keep track of bookmarks, scores and result of individual questions;
4. Access to extensive multi-level course library containing elective course ideal for the CIBH;

5. Option for access to a continuing education and comprehensive library for the following areas; nursing, mental health, substance use, and intellectual developmental disability;
 6. Ability to place learners in folders/groups in a hierarchical structure;
 7. Assign courses to all learners, specific learners, and/or newly registered learners;
 8. Launch and track courses;
 9. Auto course assignment and self-registration capabilities;
 10. Non-employee access to assigned training modules;
 11. A service level that meets/exceeds 99% accessibility and operability, 24/7/365;
 12. We expect that the hosting provider will proactively recommend changes and improvements to the environment to address ongoing application performance as specified; details are completed in final negotiations of contract;
 13. We expect all suggested or recommended sites for data center facilities in either the United States or a European country;
 14. Provide full disaster recovery within four hours at a geographically separated location;
 15. Provide the process, procedures and appropriate connectivity to ensure the seamless transition from the primary to backup site in the event of a disaster; and,
 16. The hosting partner is responsible for the backing up/restoration of data in agreement with the CIBH's defined policy.
- B. Content Standards.
1. Permits courses in video and Microsoft Word/PowerPoint based, flash animation, high level graphics, rich Media, articulate or other authoring files, the ability to converted and upload documents to LMS.
- C. Technology Standards.
1. Provide sufficient bandwidth at the hosting facility to accommodate all routine traffic plus some percentage of spike activity (defined as during contract negotiations).
- D. Security and Access Control.
1. Provide access to all folders/groups within multiple non-sequential hierarchical structures, and to other users only within their own hierarchy;
 2. Provide options to grant multi-level security access to allow identified personnel within divisional structure to assist with ongoing monitoring and maintenance of applications. The identified personnel may only have access to maintain content within their assigned folder/group;
 3. Provide adequate logical security to prevent access by non-authorized parties;

4. Industry standard policy/procedure and methodologies to address all aspects of risk management including, but not limited to, economic, political and geographical aspects; and,
5. Provide on an annual basis, SAS 70 — Level 2 Audit reports for facilities utilized in the hosting of the CIBH data.

E. Customization.

1. Provide CIBH with the ability to customizable course and curricula based on needs that have editing capabilities, if the CIBH structure changes.

F. User Interface.

3. Functional Requirements:

A. Course, Catalog, and Curriculum Management.

1. The ability to allow public access to LMS courses;
2. Permit the System Administrator to enroll and remove users in courses and events, and mark users as complete; and,
3. Provide customization of training courses per employee and the ability to upload courses.

B. Internal and External Resource Management.

1. Permits System Administrator to add users and activate or de-activate users (automated upload).

C. Course Registration.

1. Permits the System Administrator to integrate existing course content, create new online courses, and assign curricula based on various parameters such as position.

D. Course Delivery.

1. Development multiple interactive online courses;
2. Skill and Competency Management;
3. Course Testing, Assessments, and Evaluations;
4. Accreditation, Certification, and Compliance Training; and,
5. Course Development and Management.

E. Reporting.

1. Provide a comprehensive reporting system;
2. Permits the System Administrator to retrieve raw data and easily manipulate the data into reports on user status and training activity;
3. Provides non-complaint users and provide reports to supervisors in dashboard lay out; and,

4. Designated divisional personnel may have the capabilities to run reports on user status and training activity specific to persons within their group.

IV. PREPARATION AND SUBMISSION OF PROPOSALS

A. General Instructions:

- a. In order to be considered for selection, Offerors must submit a complete response to this URFP by email to Candice Taylor-Page at ctaylorpage@cityofchesapeake.net. Email Subject line should state: RFP # 20-138 Electronic Learning Management System Proposal. Offerors can also deliver or response the attention of:

Candice C. Taylor-Page
 City of Chesapeake
 Purchasing Division
 306 Cedar Road
 City Hall – 5th Floor
 Chesapeake, VA 23322
 RE: URFP 20-134

Unsealed proposals are due March 31, 2020 at 3:00 P.M. eastern time.

The cover page must be signed by a person authorized to legally bind the offeror. Also, if invoking protection under section 2.2-4342 of the Code of Virginia relating to proprietary information and trade secrets, please a redacted version in electronic form. No other distribution of the proposal shall be made by the offerors.

- b. Late Proposals. No proposal received after the date and time specified for receipt of offers will be considered. The time a proposal is received in hand is determined by the time stamp of the email or if delivered, by the proposal receipt of the time stamp clock at the Receptionist Desk in the City's Purchasing Division office. Proposals received late will be not be accepted. City of Chesapeake is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery, inter-office mail or incorrect/undeliverable email address. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.

B. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the firm. All information requested should be submitted. Failure to submit all information requested may result in the City of Chesapeake requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the URFP. Emphasis should be placed on completeness and clarity of content. Proposals that are not substantive may be considered non-responsive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in the proposal.
- c. Proposals should be organized in the order in which the requirements are presented in the URFP. All pages of the proposal should be sequentially numbered. Each paragraph in the

proposal should reference the paragraph number of the corresponding section of the URFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the URFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the URFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the URFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the URFP requirements are specifically addressed.

- d. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- e. Ownership of all data, materials, and documentation originated and prepared for the City of Chesapeake pursuant to the URFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.
- f. All proposals submitted in response to this URFP will become the property of the City of Chesapeake and are not returned. However, if any portion of the proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract if requested, at the vendor's expense.
- g. Offerors who submit a proposal in response to this URFP may be required to give an oral presentation/interview of their proposal. This provides an opportunity for the offeror to clarify or elaborate on its proposal. This is a fact finding and explanation session only and does not include negotiation. The city's Purchasing Division will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

C. Offeror's Understanding of the Requirements:

- a. Offerors are responsible to inquire about and clarify any requirement of this URFP that is not understood. Oral requests for information will not be accepted.
- b. All inquiries must be submitted Candice Taylor-Page via email at ctaylorpage@cityofchesapeake.net or 757-382-6376. Please include URFP number 20-138, Electronic Learning Management System in the subject line.

D. Specific Proposal Instructions:

- a. Proposals should be as thorough and detailed as possible so that the City of Chesapeake

may properly evaluate the Offeror's capabilities to provide the required goods or services. Offerors are required to submit the following items as a complete proposal:

Tab 1: Forms

Return the URFP cover sheet completed and signed as required, including required attached forms and addenda acknowledgments, if any.

- a. Completed and signed cover sheet
- b. Litigation Disclosure Form
- c. Certification of Compliance with Immigration Laws and Regulations
- d. State Corporation Commission Form (SCC)
- e. Offeror Data Sheet
- f. Price Proposal

Tab 2: Qualifications, Experience and Expertise Of Offeror

- 1) Written narrative statement to include:
 - a. Narrative description of the major content of your proposal and an explanation of your level of understanding of the City's requirements as listed in Section III, Statement of Needs.
 - b. Clear understanding and explanation of the technical approach that will be undertaken for the project.
 - c. Documented experience with providing required services to municipalities.
 - d. State the resources Offeror will utilize, to include the experience, qualification and expertise of the individual(s) assigned to perform the services specified in the URFP.

Tab 3: Specific Plan and Methodology to Perform Services/Resources

- a. An introduction with an overview of Offeror's solution being offered in response to the Statement of Needs.
- b. Describe the staff and other resources which will be assigned to this contract.
- c. A detail of any assistance, equipment, or other items the Offeror will require the City to furnish under the Contract.
- d. A statement explaining why the Offeror's proposed solution would be the most advantageous to the City.

A statement explaining process/procedures for conflict resolutions or how issues will be treated and resolved as they arise. Describe the firm's technical support model. Please include availability of support and method(s) utilized

Tab 4: Proposed Price Schedule

- 1) Offeror shall complete Attachment E Cost Proposal. Failure to complete Cost Proposal will cause Offeror's proposal to not be evaluated.

Tab 5: Additional or Miscellaneous Information

- 1) Resumes and other specific items or data requested in the URFP that is not include under a specific Tab.

2) Required license(s) and certificate(s), if any.

3) Identification and Delivery of Proposal:

- a. The signed URFP response should be emailed to ctaylorpage@cityofchesapeake.net and clearly marked with the:
- Vendor’s name and complete mailing address
 - URFP Number 20-138
 - RFP Title: Electronic Learning Management System
 - Closing Date: Tuesday, March 31, 2020 at 3:00 P.M.
- b. If an URFP response is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the response to be disqualified. URFP responses delivered that require an “Additional Postage Due” payment will not be accepted.
- c. URFP responses are to be emailed to ctaylorpage@cityofchesapeake.net or delivered to the designated location identified on the cover page.
2. .

V. EVALUATION, SELECTION AND AWARD PROCESS

A. Evaluation: Unsealed proposals received will be opened and may be evaluated and ranked by the issuing Procurement Officer or End User(s) in lieu of an evaluation committee. Proposals will be opened and may be evaluated upon receipt. The evaluation will be based upon the information provided in the proposal; additional information that may be requested for clarification or during negotiation; or information obtained from references and independent sources.

The evaluation of proposals will be based on the offeror’s response to the criteria. Offerors will specifically address the criteria in their response. Offerors will describe any deviations or exceptions to the specifications, requirements or terms and conditions.

The City of Chesapeake reserves the right to reject any or all proposals if it is conditional or incomplete in their judgment.

B. Evaluation Criteria: Unsealed proposals will be evaluated using the following criteria and weight factors in selecting a contractor for negotiation and award of a contract:

Criterion	Weight
1. Qualifications, experience and expertise of the Offeror in providing the services, especially those provided for municipalities.	40 pts.
2. Specific Plan and Methodology to perform provide a web-based Learning Management System and Hosting Services	30 pts.
3. Reference from other clients	15 pts.
4. Costs for Services	15 pts.
TOTAL POINTS	

- C. Oral Presentations: Offerors who submit a proposal in response to this URFP may be required to give an oral presentation and engage in discussion of their proposal. This will provide an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The City will schedule the time and location of these presentations. If oral presentations are conducted, the evaluation criteria will be same as that for the written proposal.
- VI. Award: Award of a contract shall be at the sole discretion of the Chief Procurement Officer. Selection shall be made of the offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Unsealed Request for Proposals, including price, if so stated in the URFP. Negotiations shall be conducted with the offeror(s) so selected. Price is considered but need not be the sole determining factor. After negotiations have been conducted with the offeror(s) so selected, the department and Chief Procurement Officer shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City of Chesapeake may cancel this Unsealed Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, §2.2-4359D). Should the City of Chesapeake determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. PRE-PROPOSAL CONFERENCE

A pre-proposal conference is not scheduled.

ATTACHMENT A**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION
LAWS AND REGULATIONS**

Section 54-72.2 of the Chesapeake City Code requires that any person or entity doing business with the City of Chesapeake, including its boards and commissions, shall include a sworn certification by the contractor or Contractor of compliance with all federal immigration laws and regulations. These laws include the Federal Immigration Reform and Control Act, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and Section 40.1-11.1 of the Code of Virginia, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

Type or print legibly when completing this form.

1. Legal Name of Contractor or Contractor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

E. Corporation (Provide full name and address of all officers)

3. Doing Business As:

If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:5. Physical Business Address:6. Primary Correspondence Address (If different from physical address):7. Number of Employees:8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes_____

No_____

Under penalties of perjury, I declare on behalf of the contractor/Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia. I further declare on behalf of the contractor/Contractor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this ____ day of _____, 201__ on behalf of _____ as evidenced by the following signature and seal:

Name of Contractor/Contractor: _____

Printed Name of Signatory: _____

Signature: _____

Date: _____

STATE OF _____:

CITY / COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____ . He/She is personally known to me or has produced _____ as identification.

Notary Public

Registration No.: _____

My commission expires: _____

ATTACHMENT B**LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last seven (7) years?

Yes No

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION FORM

AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Pursuant to Code of Virginia, §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 must indicate by selecting one of the following reasons why the bidder or offeror is not required to be so authorized:

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

OR-

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

OR-

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

OR-

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

OR-

If the business entity has not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (The City of Chesapeake reserves the right to determine in its sole discretion whether to allow such waiver).

**ATTACHMENT D
OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____ Email: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____
D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT E

Project Price Proposal

<u>Description</u>	<u>Cost</u>
Professional Service Fees for Software Implementation and Project management. Include all third party services.	\$
Yearly Fee for Unlimited Users	\$
Training Services	\$
Project Expenses (Travel, per diem, per City of Chesapeake Policy Based on GSA Travel)	\$
Annual Operations and Maintenance Cost for Year 1 & 2. Include any Third Party Costs.	\$

Price Proposal for Annual Software Maintenance for Years 3 - 5

	<u>Maintenance & Support Cost</u>
Year 3	\$
Year 4	\$
Year5	\$

****COST SHOULD INCLUDE A FIXED PRICE FOR ALL GOODS AND SERVICES DESCRIBED IN THE URFP**

APPENDIX A

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS

- 1) PROCUREMENT ORDINANCE
- 2) APPLICABLE LAWS AND COURTS
- 3) ANTI-DISCRIMINATION
- 4) ETHICS IN PUBLIC CONTRACTING
- 5) IMMIGRATION REFORM AND CONTROL ACT OF 1986
- 6) DEBARMENT STATUS
- 7) ANTITRUST
- 8) MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
- 9) CLARIFICATION OF TERMS
- 10) PAYMENT
- 11) CLAIMS
- 12) NO WAIVER OF LEGAL RIGHTS
- 13) PRECEDENCE OF TERMS
- 14) QUALIFICATIONS OF BIDDERS/OFFERORS
- 15) TESTING AND INSPECTION
- 16) ASSIGNMENT OF CONTRACT
- 17) CHANGES TO THE CONTRACT
- 18) DEFAULT
- 19) TAXES
- 20) DRUG-FREE WORKPLACE
- 21) EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
- 22) AVAILABILITY OF FUNDS
- 23) BID/PROPOSAL PRICE CURRENCY
- 24) AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH
- 25) TERMINATION OF CONTRACT
- 26) LITIGATIONS WITH THE CITY
- 27) PRIOR DEFAULTED CONTRACTS
- 28) CRIMINAL CONVICTIONS
- 29) INDEMNIFICATION
- 30) USE OF BRAND NAMES
- 31) ADVERTISING
- 32) AUDIT
- 33) BID/PROPOSAL ACCEPTANCE PERIOD
- 34) CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
- 35) CANCELLATION, REJECTION OF BIDS OR PROPOSAL; WAIVER OF INFORMALITIES
- 36) E-VERIFY PROGRAM
- 37) SMALL BUSINESS SUBCONTRACTING
- 38) SUBCONTRACTS

1. **PROCUREMENT ORDINANCE:** This solicitation is subject to the provisions of the City of Chesapeake Procurement Ordinance and Chesapeake Purchasing Policies and Procedures Manual. A copy of the City's ordinance and Chesapeake Purchasing Policies and Procedures Manual is available for review at the purchasing office or accessible on the Internet at <http://www.cityofchesapeake.net/government/city-departments/departments/Purchasing-and-Procurement.htm> .
2. **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 City of Chesapeake, Virginia, or the United States District Court for the Eastern District of Virginia, if independent federal jurisdiction exists. The Contractor shall comply with all applicable federal, state

and local laws, rules and regulations. This solicitation is governed by provisions of Chapter 54 of the Chesapeake City Code, and any revisions thereto, which are hereby incorporated into this contract by reference. Contact the Purchasing Division at (757) 382-6359, for more information. The City Code may be read online at <http://www.municode.com>.

3. **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 (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia, § 2.2-4343.1E*).
4. **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 bidders/offerors, supplier, manufacturer or subcontractor in connection with their bids/proposals, 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.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/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.
6. **DEBARMENT STATUS:** By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
7. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the City of Chesapeake 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 services purchased or acquired by the City of Chesapeake under said contract.
8. **MANDATORY USE OF CITY FORM:** Failure to submit a bid on the official City form provided for that purpose shall be a cause for rejection of the bid/proposal. Modification of or additions to any portion of the Bid/proposal may be cause for rejection of the bid/proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder/offeror withdraw or modify nonresponsive portions of a bid/proposal 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.
9. **CLARIFICATION OF TERMS:** If any bidders/offerors has questions about the specifications or other solicitation documents, the bidders/offerors should contact the buyer whose name appears on the face of the solicitation no later than 5 working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.
10. **PAYMENT:**
 1. To 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 City contract number and/or 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 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, regardless of which City department is being billed.
- 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. 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 charges are not reasonable, the City shall promptly notify the Contractor, in writing, 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 30 days of notification. The provisions of this section do not relieve a department 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 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 Purchasing department 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 7 days following receipt of payment from the City, except for amounts withheld as stated in (a)(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 interest to a subcontractor shall not be construed as an obligation of the City.

11. **CLAIMS:** All claims, disputes, demands and other matters in question arising out of or relating to the contract, except for claims which have been waived by the Contractor's acceptance of final payment, will be addressed in accordance with the provisions of the Virginia Public Procurement Act and as stated herein; provided, however, the provisions of Section 2.2-4366 of that Act will not be applicable without the separate express written consent of the City.

A written statement describing the act of omission or commission by the City or its agents that allegedly caused damage to the Contractor and the nature of the claimed damage shall be submitted to the City at the time of occurrence or beginning of the Work upon which the claim and subsequent action are based. If such damage is deemed certain in the opinion of the Contractor to result from his acting on an order from the City, he shall immediately take written exception to the order. Submission of a notice of claim as specified shall be mandatory. Failure to submit such notice shall be a conclusive waiver to such claim for damages by the Contractor. An oral notice or statement will not be sufficient nor will a notice or statement after the event.

If the Contractor's claim contains data that cannot be verified by the City's records, the data shall be subject to a complete audit by the City or its authorized representative if they are to be used as a basis for claim settlement. If the Contractor wishes to make claim for an increase in the Contract Price or Contract Time, he shall submit all

supporting data to the City within twenty (20) Days from the time of initial occurrence. Failure to submit such data within twenty (20) Days shall be a conclusive waiver to such claim by the Contractor.

All claims, disputes, and other matters relating to or arising out of the Agreement or the Contract Documents pertaining to the performance of the Work and claims in respect to changes in the Contract Price or Contract times shall be submitted to the City in writing. Written Notice of each such claim, dispute or other matter shall be delivered by the Contractor to the City promptly (but in no event later than twenty (20) days) after the start of the occurrence or event giving rise thereto, and written supporting data shall be submitted to the City promptly, (but not later than twenty (20) days) after the start of such occurrence or event and monthly thereafter for continuing events unless the City and Contractor mutually agree to extend the time required to submit the written Notice to allow for the submission of additional accurate data in support of such claim, dispute or other matter. The City shall submit any response to the Contractor within twenty (20) days after receipt of the Contractor's last submittal (unless the City requests reasonable additional time to evaluate the claim).

Within thirty (30) days of the last submittal, senior representatives of the City and the Contractor, having authority to settle the dispute, shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to exercise their reasonable and good faith efforts to expeditiously resolve the dispute. The City's and Contractor's representatives will participate in good faith during the negotiation and will each have authority to approve changes in the Contract Time and Price, if any.

In the event a mutually acceptable agreement cannot be reached through negotiation within twenty (20) days of the good faith negotiation, (or mutually agreeable longer period), or if either party will not meet within thirty (30) days of the delivery of the last submittal, the City or Contractor may declare, by written Notice, delivered to the other party, that the negotiation was unsuccessful.

In the event that the negotiation process is unsuccessful, a formal proceeding may then be instituted by either party in a forum of competent jurisdiction within the City of Chesapeake, Virginia. The parties' Contract and their performance obligations shall be governed, interpreted and enforced pursuant to the laws and regulations of, and in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of law principles thereof. All disputes arising out of or relating to this Agreement, the Contract Documents, or the performance obligations of the parties shall be brought in the Chesapeake Circuit Court or Federal Court in Virginia having jurisdiction over the location where the Work will be or has been performed. The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the City and the Contractor may otherwise agree in writing.

12. **NO WAIVER OF LEGAL RIGHTS:** Neither the acceptance by the City or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. The City reserves all rights, privileges, immunities and defenses available to it at law.
13. **PRECEDENCE OF TERMS:** The 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.
14. **QUALIFICATIONS OF BIDDERS/OFFERORS:** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidders/offerors to perform the services and the bidders/offerors shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect bidders/offerors physical facilities prior to award to satisfy questions regarding the bidders/offerors capabilities. The City further reserves the right to reject any bids/proposals if the evidence submitted by, or investigations of, such bidders/offerors fails to satisfy the City that such bidders/offerors is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
15. **TESTING AND INSPECTION:** The City reserves the right to conduct any test or inspection it may deem advisable to assure goods and services conform to the specifications.
16. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

17. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the terms or conditions of the contract. Any additional services to be provided shall be of a sort that is ancillary and directly related to the contract services, or within the same product or service categories as were included in the contract award. Any 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 contract.
 - B. The Purchasing Division 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, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Division of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Division's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Division decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Division a credit for any savings. Said compensation shall be determined by one of the following methods:
 - i. By mutual agreement between the parties in writing; or
 - ii. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Division's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - iii. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Division with all vouchers and records of expenses incurred and savings realized. The Purchasing Division shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Division within 30 days from the date of receipt of the written order from the Purchasing Division. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Claims clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Division or with the performance of the contract generally.
18. **DEFAULT:** In case of failure to deliver 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.
19. **TAXES:** Sales to the City are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The City's excise tax exemption registration number is 54-072-1442.
20. **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.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

21. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:** 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 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 the requirements of this section.
 - d. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
22. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this solicitation.
23. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid prices in US dollars.
24. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may avoid any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
25. **TERMINATION OF CONTRACT:** The City may terminate the contract for cause or for convenience after giving 30 days’ notice in writing to the Contractor. The written notice by U.S. Mail shall state whether the termination is for convenience or cause. If mailed, the notice shall be mailed certified return receipt requested to the address listed on the bid/proposal, unless notice of a change of address has been provided to the Purchasing Division.
- a. **Termination for Cause:** If the Contractor should breach the contract or fail to perform the services required by the contract, the City may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the Contractor or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City’s forbearance by not terminating the contract because of a breach of contract shall not constitute a waiver of the City’s right to terminate, nor shall the City’s acquiescence in any future act or omission by the Contractor. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the City for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the City will use the address provided to the City listed in the bids/proposals. It shall be the

Contractor's responsibility to notify the City in writing within 10 days of knowing a change of address. The written notice shall include the City's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the City reserves the right, in its sole discretion, to terminate for cause any other open contract that the Contractor has with the City.

b. **Termination for Convenience:** The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by contractor and subcontractors, at such time and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the City, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. .

c. **DELIVERY OF MATERIALS:** Contract termination shall not relieve the Contractor of the obligation to deliver to the City all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials or other deliverables to the City within 30 days of the Notice of Termination of the Contract. Failure to do so may result in an action for "breach of contract" or "failure to perform".

d. **COMPENSATION DUE THE CONTRACTOR:** In event of termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the City. Said fees which have been earned shall be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the City.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the Chesapeake City Council.

26. **LITIGATION WITH THE CITY:** The City in its sole discretion may choose not to make an award to an bidders/offerors who is in litigation with the City at the time of bids/proposals evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidders/offerors is in litigation with the City at the time of the bids/proposals evaluation.
27. **PRIOR DEFAULTED CONTRACTS:** The City in its sole discretion may choose not to make an award to an bidders/offerors who has previously defaulted on a contract with the City or has been debarred by another public entity. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the bidders/offerors has previously defaulted on a contract with the City.
28. **CRIMINAL CONVICTIONS:** The City in its sole discretion may choose not to make an award to an bidders/offerors if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of a felony or a misdemeanor involving moral turpitude in the past 10 years.
29. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or is caused in whole or in part by any negligent act, errors, omissions, recklessness, or intentionally wrongful conduct of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by of a person or entity indemnified hereunder. This paragraph shall not require indemnification for a particular claim, cost, loss or damage to the extent caused by or

resulting solely from the negligence of the City, its agent or employees. In any and all claims against the City or any of the City's consultants, agents, officers, directors, or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts. Further, if the contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify, defend and hold harmless the City as stated above.

30. **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 City, 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.
31. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the City of Chesapeake will be used in product literature or advertising. Without prior written approval from the proper authority of the City, the Contractor shall not state in any of its advertising, product literature, or other promotional materials that the City of Chesapeake or any department or agency of the City has purchased or uses its products or services.
32. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for 5 years after final payment, or until audited by the City, whichever is sooner. The City auditors shall have full access to and the right to examine any of said materials during said period.
33. **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bids/proposals in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bids/proposals may be withdrawn at the written request of the bidders/offerors. If the bids/proposals is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
34. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the City's written consent and only in accordance with federal, state, and City Code. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the City of any breach or suspected breach in the security of such information. Contractors shall allow the City to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
35. **E-VERIFY PROGRAM:** Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with the City of Chesapeake for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

36. **CHESAPEAKE BUSINESS LICENSE**: All firms doing business with the City are required to be properly licensed in accordance with the City of Chesapeake's "Business, Professional, and Occupational Licensing (BPOL) Tax" ordinance. Wholesale and retail merchants not located in Chesapeake are exempt from this requirement. For questions concerning the applicability of the BPOL tax, contact the Commissioner of the Revenue at 757-382-6738.
37. **SMALL BUSINESS SUBCONTRACTING**: Unless the bidders/offerors is registered as a DSBSD-certified (formerly DMBE) small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall not exclude DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. No bidders/bidders/offerors or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids/proposals. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
38. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the Purchasing Division. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Purchasing Division the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

SECTION II
SPECIAL TERMS AND CONDITIONS

1. ACCEPTANCE AND TESTING
2. BEST AND FINAL OFFER (BAFO)
3. CERTIFICATION TESTING PERIOD – SYSTEMS, SOLUTIONS, OR SOFTWARE
4. DEMONSTRATIONS
5. LIMITATION OF USE – SOFTWARE
6. OWNERSHIP
7. SAFETY
8. SOFTWARE UPGRADES
9. INSURANCE
10. PRICE ESCALATION/DE-ESCALATION

1. **ACCEPTANCE AND TESTING:** Final acceptance will be based on the successful delivery and performance by the contractor of its contractual commitments at the location(s) designated in the contract, including completed and successful acceptance testing as agreed to between the City and the contractor. Acceptance will be in conformance with the functional, performance, operational, compatibility, acceptance testing criteria and other parameters and characteristics of the services, solution, software, hardware and deliverables, as authorized by the contract and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the City and the contractor.
2. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best And Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.
3. **CERTIFICATION TESTING PERIOD – SYSTEMS, SOLUTIONS, OR SYSTEMS:** The system, solution and/or software specified in the contract shall be considered ready for testing upon receipt of documentation from the contractor that a successful system audit or diagnostic test was performed at the site demonstrating that the system meets the minimum design/performance capabilities stipulated in the purchase agreement. The day testing period shall commence on the next calendar day following receipt of this documentation. Upon request, the procuring agency will provide written confirmation of its acceptance following successful completion of the certification period. Such acceptance may not be conclusive of complete conformance in all respects to the contract specifications and other requirements, or the nonexistence of potential latent defects.
4. **DEMONSTRATIONS:** By submitting a bid or proposal, the bidder or offeror certifies that the specified hardware, software, solution or system is in productive use and capable of demonstration in the proposed configuration. The City reserves the right to require bidders or offerors to demonstrate the functionality of proposed hardware, software, solution or system to its satisfaction prior to making an award decision. Such demonstration is intended to show that a vendor's products will perform in a completely satisfactory manner and that they will meet or exceed the performance specifications contained in the solicitation. Failure by a vendor to promptly comply with a request for demonstration could result in their bid being rejected. Failure to reject shall not relieve the vendor of its obligation to fully comply with all requirements of the contract.
5. **LIMITATION OF USE – SOFTWARE:** The City's right to use software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the City shall have at a minimum: unlimited use of the software on the equipment computers for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another City site should the system be entirely transferred to that location; the right to allow access by City third-party governmental or commercial agents solely for the business of the City, the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the City's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the City. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the City, the contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.

6. **OWNERSHIP:** Contractor warrants that it has the right to perform and provide all contractual obligations and provide all needed services, software and hardware without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
7. **SAFETY:** By entering into a contract, Contractor/Consultant/Contractor certifies that it has carefully evaluated the work site (or, for work subject to indefinite quantity and indefinite delivery, shall do so prior to the execution of task orders) and scope of work for safety risks it may present, and, shall abide by all safety procedures required by Federal and State Occupational Safety and Health Standards.
8. **SOFTWARE UPGRADES:** The City shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the City's current version and the price the contractor sells or licenses the upgraded software under similar circumstances.
9. **INSURANCE:** By signing and submitting a bids/proposals under this solicitation, the bidders/offerors certifies that if awarded the contract, it will have the following insurance coverage 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 bidders/offerors further certifies that it and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. The City must be named as an additional insured on the Acord insurance certificate reflecting Commercial General Liability and any other required insurance coverages. Coverages afforded under the required policies listed below shall not be cancelled by Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required by this contract is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the City with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfies the insurance obligations required in this contract within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 - b. Employer's Liability \$100,000 each accident, \$100,000 each disease & \$500,000 disease policy limit.
 - c. Commercial General Liability - \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.
 - d. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
 - e. Specific Profession/Service Limits:

Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$3,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate
 - f. Excess Liability, including Employer's Liability, Automobile Liability, and Commercial General Liability - \$5,000,000 aggregate. The City of Chesapeake must be named as an additional insured and so endorsed on the policy, requiring a documented endorsement from the insurance carrier.
10. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the Contractor's cost of materials/labor not to exceed the increase in the following index: CPI. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at

the end of this period and each 365 days thereafter and only where verified to the satisfaction of the purchasing office.

Contractor shall give not less than 90 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 90-day notification period. Documentation shall be supplied in general with the Contractor's request for increase which will verify that the requested price increase is general in scope and not applicable just to the City of Chesapeake.

The purchasing office will notify the using department and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fulfill all task orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.