OCTOBER 2021

NOTICE TO PUBLIC
RFP #202115
COMPUTER ASSISTED MASS APPRAISAL (CAMA) SYSTEM

The City of Winchester, Virginia will accept proposals until 2:00 p.m. local time on October 20, 2021 in the office of the Finance Department - Purchasing Division, 15 North Cameron Street, 2nd Floor - Rouss City Hall, Winchester, VA 22601. This RFP is intended to contract with a qualified vendor who will provide, support and maintain a Computer Assisted Mass Appraisal (CAMA) System that meets the requirements listed herein and is in the best interests of the City of Winchester. The Contract will be administered by the Innovation and Information Services Department.

Copies of this Request for Proposal may be viewed and downloaded from the City's web page: http://www.winchesterva.gov/purchasing/itbrfp

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way affect the equipment/materials/service of cost thereof. Should an offeror find discrepancies in or omissions from the specification or request for proposal, he/she should notify the Purchasing Agent and obtain clarification prior to submitting the proposal. Only questions answered by formal Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the City may require, to revise or amend the specifications prior to the date set for opening proposal; the opening date may be postponed if deemed necessary by the City’s Purchasing Agent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. In addition, the City reserves the right to accept or reject any proposals, in whole or in part, to waive any informality and cancel the bid at any time prior to award, in the best interest of the City.

One (1) original hardcopy, one (1) original electronic copy in .pdf format on CD or USB memory stick are to be submitted in a sealed envelope bearing the Offerors company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to:

City of Winchester
Finance Department - Purchasing Division
15 North Cameron Street, 2nd Floor - Rouss City Hall
Winchester, Virginia 22601

BY Michael Marzullo, CPPB
Purchasing Agent
RFP #202115

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A. INTRODUCTION AND PURPOSE

INTRODUCTION:
The City of Winchester (City), founded in 1744, is the oldest Virginia City west of the Blue Ridge Mountains. Located at the northern entrance to the Shenandoah Valley, the City is the medical, commercial, governmental, and financial center for the surrounding area, and is the county seat of Frederick County. The City encompasses 9.3 square miles and is located at the crossroads of U.S. Highways 11, 17, 50, 522, Interstate 81 and State Route 7. Interstate 66, terminating 11 miles south of the City at Interstate 81, provides a third transportation artery to Washington, D.C., 72 miles to the southeast. The City's 2007 population was estimated at 26,000 with 7,650 single family attached and detached homes and over 4,000 multi-family dwelling units.

The City seeks to procure a comprehensive document scanning and workflow platform that will provide the City’s employees with the ability to manage, organize and disseminate scanned documents/images. The desired system must operate in an expeditious manner and operate in an intuitive manner that reduces the system’s training curve.

PURPOSE:
The City of Winchester, Virginia is soliciting sealed proposals from qualified firms to provide all labor, supervision, equipment, software, hardware, technical support, training, and quality controls to install, support and maintain enterprise level Computer Assisted Mass Appraisal (CAMA) System. The Contract will be administered by the Innovation and Information Services Department.

This Request for Proposal (RFP), plus the resulting agreement, shall be consistent with, and governed by the Act, the Virginia Public Procurement Act (VPPA).

TECHNOLOGY ENVIRONMENT:
The Innovation and Information Services Department supports the City’s computer systems, software applications that use the computer systems and the network.

The City of Winchester uses several different platforms to deliver computing services throughout the government. The primary platforms are supported by the IBM iSeries, Microsoft Windows Server (2012/2016) and Microsoft Windows Desktop (10). The City’s information system consists of one (1) iSeries 8202-E4D, fifteen (15) file/application servers, five hundred (500) desktop/laptop computers and eighty-five (85) switches and routers. Computer Assisted Mass Appraisal (CAMA) System must be compatible with the City’s system.

SCHEDULE OF EVENTS:
1. RFP Distribution
   October 2021
2. Proposal Submissions Due (Part I)
   October 20, 2021 at 2:00 P.M. local time
3. Interviews (Part II), if necessary
   November 2021
4. Award of Contract
   TBD

CONTRACT TERM:
The original contract term shall be twenty-four (24) months upon Award. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to contractor. The parties understand and agree that the City, at its sole option, may renew this Contract for four (4) additional twenty-four-month periods.
B. SCOPE OF SERVICES

The following are the minimum statements of need for the City:

1.1. General
A. A new CAMA System will provide the foundation for building an effective city-wide land records management system. The system will establish an easily maintained and flexible information center for property record data with the intention of reducing redundancy while providing an accurate inventory of real estate records. The implementation of a new system will lead to high quality assessments and more equitable taxation.
B. The new CAMA System will be fully supported, user friendly, customizable, turnkey, use best practices, and link to the City’s new Tax and Revenue Management System (TBD).
C. The City is looking for a system that will calculate real property values between City-wide reassessments. The City typically hires an Offeror every six (6) years to conduct a City-wide reassessment.
D. The City would like to pay for a CAMA System that only included modules that the City would use. The City understands that many CAMA Systems may have modules built into them that the City has no plans of using. The City does not want to eliminate or discourage Offerors from offering such systems or participating in this procurement. However, the City would like Offerors to discuss their ability to only charge this City for modules that it plans on using and/or will use. Offerors should discuss in their proposals if they can turn on and off specific modules in their CAMA System or if the City is required to pay for the entire package.

1. CONTRACT ADMINISTRATION:
a. The City will assign an Owner’s Representative to be the Contract Administrator and they may authorize a designee delegated to perform these duties as outlined: ordering, monitoring of progress, review and acceptance, quality assurance, invoice payment and scheduling of services.
b. Acceptance:
   i. The City has ten (10) business days from time of completion to accept the project work and ensure compliance to all City specifications, and state and federal laws.
   ii. If work is rejected in whole or in part due to poor quality or workmanship, then City shall outline in writing the problem and notify the Contractor.
   iii. Time requirement:
      a) When the Contractor is notified in writing by the City of non-acceptance, the Contractor shall have five (5) business days to correct the problem. The Owner Representatives or designee may extend this period if agreed upon in writing by both parties.

2. ADDITIONAL SERVICES (TASK ORDERS): Additional task order assignments beyond the initial project work may be required as the City believes it to be in the best interests of the local government. and the functionality of the CAMA system.
C. SELECTION PROCEDURE
This Request for Proposals is divided into two parts:

- Part I - Written Submission of Firm Experience and Qualifications; and
- Part II - Interviews and Presentations from Part I short-listed firms, only.

In general, the selection of a firm will be conducted by the following process:

**PART I**
1. Statements of firms’ experience and qualifications shall be submitted in the form defined under Submittal Requirements (Section D).
2. The Evaluation Committee, composed of City, will evaluate, and rank all firms.
3. Firms will be evaluated and ranked in accordance with the Part I – Evaluation Criteria (Section E).

**PART II**
1. Based on the results of the process to this point, the highest ranked firms may be invited to make a presentation to the Evaluation Committee. The Evaluation Committee may also conduct formal interviews with these firms.
2. The Evaluation Committee will complete the final evaluation and rank the firms as set forth in Evaluation Criteria (Section E), to award one (1) firm whose qualifications and proposed services are deemed most meritorious.

D. SUBMITTAL REQUIREMENTS

**GENERAL INSTRUCTIONS:**
1. RFP Response: To be considered for selection, offerors must submit a complete response to this RFP. One (1) original hardcopy, one (1) original electronic copy on a CD or USB memory stick in .pdf format and five (5) copies of the original hardcopy are to be submitted in a sealed envelope bearing the company name, mailing address, the RFP name, the RFP number, the date and the time due mailed or delivered to: City of Winchester, Finance Department - Purchasing Division, 15 North Cameron Street, 2nd Floor-Rouss City Hall, Winchester, Virginia 22601. No other distribution of the proposal shall be made by the offeror. Offerors must clearly label the original with the word “ORIGINAL” on the cover and must clearly label all copies with the word “COPY” on the cover.

2. Late Proposals: It is the responsibility of the firm to ensure the Purchasing Agent receives the submittal by the proposal due date and time. Late Proposals will be returned to offeror unopened, if the container is properly identified with the firm’s return address.

**PROPOSAL PREPARATION:**
1. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agent 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 by the Purchasing Agent. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subjected 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 the public disclosure under the Virginia Freedom of Information Act.
Act; however, the offeror must invoke the protections of §2.24342F 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 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 secrets 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 will result in rejection of the proposal.

**PART I – SUBMITTAL CONTENT:**

Written proposals **shall** contain the following information:

1. List the most relevant projects completed or contracted by the firm within the last five years that demonstrates similar services outlined within the Scope of Work. Include short descriptions, dates, and client references (include client contact person, address, and phone number) of these representative projects. The City prefers to see local government projects that will outline the complexity of similar work schedules.
   a. Summary qualifications of key individuals (and office location for each) to be assigned to the work. A Principal In-Charge or Service Manager must be assigned. Full resumes may be attached as an appendix. Resumes must exhibit qualifications and experience of the individual in the type of work to be conducted with emphasis on similar projects.

2. Firm shall confirm in writing that they are not currently on any debarment or suspension list of any local, state, or federal government. Any firm found to be listed shall be rejected as non-responsive to this RFP.
   a. Furnish a detailed background of your company’s knowledge and experience in the installation of your software within local governments. Explain your firm’s experience with, if any, with programming to Central Square Naviline, or similar system(s).

3. A new CAMA System will provide the foundation for building an effective City-wide land records management system. The system will establish an easily maintained and flexible information center for property record data with the intention of reducing redundancy while providing an accurate inventory of real estate records. The implementation of a new system will lead to high quality assessments and more equitable taxation.

4. The CAMA System will be fully supported, user friendly, customizable, turnkey, use best practices, and link to the City’s new Tax and Revenue Management System.

5. The City is looking for a system that will calculate real property values between City-wide reassessments.

6. The City would like to pay for a CAMA System that only included modules that the City would use. The City understands that many CAMA Systems may have modules built into them that the City has no plans of using. The City does not want to eliminate or discourage Offerors from offering such systems or participating in this procurement. However, the City would like Offerors to discuss their ability to only charge this City for modules that it plans on using and/or will use. Offerors should discuss in their proposals if they can turn on and off specific modules in their CAMA System or if the City is required to pay for the entire package.

7.shall successfully be proven to interface with Central Square Naviline. Firms shall provide proof in the form of a list for all government. All CAMA systems not proven or capable to interface enterprise resource systems, may be rejected as non-responsive to this RFP.

8. Provide a complete description of the applications and systems being offered.
9. Provide an itemized listing of all unit cost prices for your proposed system, including but not limited to software, hardware, licenses, installation, peripherals, and training required to implement your solution. If you offer a cloud solution and a premise solution, then pricing for each system proposed shall provide all the annual maintenance/warranty costs associated with the system for two (2) years. Ensure any additional unit costs for goods or services are incorporated within your pricing proposal. Outline all recurring fees, fixed rates, and hourly rates to be used to complete the Scope of Services. For purposes of pricing evaluation, the City will require a lump sum total cost for a complete system, including labor, equipment, implementation, training, warranty and 2-yr maintenance. Additionally, please provide an annual maintenance price for Year 4 to contract expiration.

10. Enclose a detailed, comprehensive project timeline, including but not limited to design phase, implementation phase, milestones, administrator training, end-user training, and other various phases and more. For purposes of the timeline, please assume a January 2022 start date.

11. Provide your firm’s maximum amount of time needed to respond to a request for consulting services.

12. Provide your firm’s maximum amount of time needed to respond to technical support, i.e. system malfunctions or repairs or scheduled maintenance.

13. Provide your most favorable warranty documentation.

14. Verify that required insurance coverage is available (insurance certificates need not be submitted until the award stage).

**PART II – SUBMITTAL CONTENT:**

Interview and presentation will consist of two optional sections at the City’s sole discretion:

1. Presentation by Firms and Formal Interview (Optional): In the event the City requests an interview, questions that may be asked are: Summarize the firm’s familiarity with and knowledge of the City of Winchester and the capabilities of the firm to meet the needs of the City. Presentation may depict how staff will be organized to accomplish the work and where they will be located. Demonstrate the availability of resources for the successful completion of the task orders, including office locations and percentage of time that the project manager and staff members will be allocated to the City. The presentation shall include a demonstration of the proposed document management system with the primary purpose to show the system interface with Central Square Naviline, while the secondary purpose is to show the system interface with PC applications. Demonstrations will be required in-person depicting a workstation environment. The City will further assess the firm’s availability of resources, knowledge of the firm, ability to meet times lines, system compatibility and quality control procedures. Question and Answer period will follow. These conditions are subject to change.

2. Identify any requested Amendments to the City’s Standard Agreement.

**E. EVALUATION CRITERIA**

The Evaluation Committee will evaluate each firm on the basis of the following criteria. The Committee will develop a composite ranking of each firm and rank the firms from first to last.

**PART I - Evaluation Criteria**

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<th>Criterion</th>
<th>Score (Pts)</th>
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<tr>
<td>Experience and qualifications of key individuals to be assigned to the work</td>
<td>15</td>
</tr>
<tr>
<td>Qualifications and experience of the firm in performing similar services, with local governments</td>
<td>20</td>
</tr>
<tr>
<td>Firm’s understanding and methodology to meet the City’s needs</td>
<td>25</td>
</tr>
<tr>
<td>Firm’s experience, understanding and expertise to interface with</td>
<td></td>
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</tbody>
</table>
Central Square Naviline, or similar systems 15
- Total Project Price and Future Maintenance Price 20
- Quality and Completeness of the Proposal 5

PART II - Evaluation Criteria
- Final adjustments to Part I criteria may be made by each member of the Selection Committee upon conclusion of the interview.
- References: Three (3) references may be interviewed before the Selection Committee selects up to two (2) firms to begin negotiations.

Compensation: Offeror will not be compensated for the cost of proposal preparation whether or not an award is consummated.

Investigations: The Evaluation Committee may make such reasonable investigations, as it deems proper and necessary to determine the ability of the firm to perform the work. The Evaluation Committee and/or its representative(s) reserves the right to inspect the firm’s physical premises prior to award to satisfy questions regarding the firm’s capabilities.

F. QUESTIONS
Questions regarding this solicitation must be submitted in writing at least five (5) days prior to the proposal due date. The City will issue a written addendum to any inquiries that alter the scope of the proposal. All other contacts with City personnel concerning this solicitation are discouraged. Submit all inquiries via e-mail to Tyler.Schenck@winchesterva.gov

G. SPECIAL TERMS AND CONDITIONS:

a. AWARD: 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 evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City of Winchester may cancel this 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 Winchester 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.

b. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Winchester, whichever is sooner. The City, its authorized agents, and/or City auditors shall have full access to and the right to examine any of said materials during said period.

c. PRODUCT INFORMATION: The bidder/offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the City of Winchester to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid/proposal to be considered nonresponsive.

d. RENEWAL OF CONTRACT: This contract may be renewed by the City of Winchester for four (4) additional twenty-four (24) month periods under the terms and conditions of the original contract. Price increases may be negotiated only at the time of renewal providing measurable and supporting documentation for the escalation can be given to the City. De-escalation can be enacted at any time
during the Contract or any renewal of the Contract. Written notice of the City of Winchester’s intention
to renew shall be given approximately 90 days prior to the expiration date of each contract period.

e. **RENEWAL OF MAINTENANCE:** Maintenance of the hardware or software specified in the resultant
contract may be renewed by the mutual written agreement of both parties for an additional four (4) two-
year period(s), under the terms and conditions of the original contract except as noted herein. Price
changes may be negotiated at time of renewal; however, in no case shall the maintenance costs for a
succeeding one-year period exceed the prior year’s contract price(s), increased or decreased by more
than the percentage increase or decrease in the Other Service category in Table 6 of the CPI-W section
of the US Bureau of Labor Statistics Consumer Price Index, for the latest twelve months for which
statistics are available.

f. **COOPERATIVE PROCUREMENT:** Any successful Bidder/Offeror, may at his sole discretion, allow
any public body, locality, authority, agency, and school board of the Commonwealth to participate in the
Invitation to Bid for the purpose of combining requirements to increase efficiency or reduce
administrative expenses.

g. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from
this bid/proposal, no indication of such sales or services to the City of WINCHESTER will be used in
product literature or advertising. The contractor shall not state in any of its advertising or product
literature that the City of Winchester has purchased or uses its products or services.

h. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At
the end of the (90) days the bid may be withdrawn at the written request of the bidder. If the bid is not
withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

i. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely
supervising and directing the work under this contract and all subcontractors that he may utilize, using
his best skill and attention. Subcontractors who perform work under this contract shall be responsible
to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions
of his subcontractors and of persons employed by them as he is for the acts and omissions of his own
employees.

j. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the
Purchasing Agent or designee. In the event that the contractor desires to subcontract some part of the
work specified herein, the contractor shall furnish the Purchasing Agent, or designee 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.

k. **CONFIDENTIALITY (City):** The City agrees that neither it nor its employees, representatives, or
agents shall knowingly divulge any proprietary information with respect to the operation of the software,
the technology embodied therein, or any other trade secret or proprietary information related thereto,
except as specifically authorized by the contractor in writing or as required by the Freedom of
Information Act or similar law. It shall be the contractor’s responsibility to fully comply with § 2.2-
4342F of the Code of Virginia. All trade secrets or proprietary information must be identified in writing
or other tangible form and conspicuously labeled as “proprietary” either prior to or at the time of
submission to the City. If enacted, then Contractor is responsible for providing a redacted copy of their
proposal to the Purchasing Agent.

l. **CONFIDENTIALITY (Contractor):** 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 will not be divulged without the individual’s and
the City’s written consent. Any information to be disclosed, except to the City, must be in summary,
statistical, or other form which does not identify particular individuals.

m. **DEFINITION - EQUIPMENT:** As used herein, the terms equipment, product, or system shall include
hardware and software (when applicable) and any materials or supporting documentation. Such
documentation may include but is not limited to: users’ guides, operations manuals with part lists, copies
of all applicable warranties, and any other pertinent information necessary for the proper operation and maintenance of the equipment being acquired.

n. DEFINITION - SOFTWARE: As used herein, the terms software, product, or software products shall include all related materials and documentation whether in machine readable or printed form.

o. DEMONSTRATIONS: By submitting a bid or proposal, the bidder or offeror certifies that the specified equipment 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 equipment 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.

p. EXCESSIVE DOWNTIME: Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 24 hours, the contractor agrees to pro-rate maintenance charges to account for each full day of inoperability. The period of in operability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than one (1) consecutive calendar day, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within one (1) day following the request for replacement.

q. MAINTENANCE: Upon expiration of the specified warranty period and at the City’s option, the contractor shall provide up to one (1) additional one-year period of on-site maintenance (including labor, parts, and travel) at the prices set forth in the pricing schedule. Maintenance shall not include external electrical work, providing supplies, and adding or removing accessories not provided for in the contract. Maintenance shall also not include repairs of damage resulting from: acts of God, transportation between city locations, negligence by city personnel, or other causes not related to ordinary use in the production environment in which installed. Each successive year of maintenance may be ordered by the City in writing within ninety (90) days prior to expiration of the existing maintenance period.

r. OPERATIONAL COMPONENTS: Unless otherwise requested in the solicitation, stated equipment prices shall include all cables, connectors, interfaces, documentation for all components, and any other items necessary for full systems operation at the user site. This does not include consumable supplies such as paper, tapes, disks, etc., unless such supplies are expressly identified in the pricing schedule.

s. PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

t. FINAL INSPECTION: At the conclusion of the work, the contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor’s sole expense prior to final acceptance of the work.

u. QUALIFIED REPAIR PERSONNEL: All warranty or maintenance services to be performed on the items specified in this solicitation as well as any associated hardware or software shall be performed by qualified technicians properly authorized by the manufacturer to perform such services. The City reserves the right to require proof of certification prior to award and at any time during the term of the contract.

v. RELOCATION OF EQUIPMENT: Should it become necessary to move equipment covered by the contract to another location, the City reserves the right to do so at its own expense. If contractor supervision is required, the City will provide prior written notice of the move at least thirty (30) days in advance, in which case the contractor shall provide the required services and be reasonably compensated
by the City. Both the compensation to be paid and any adjustment to the maintenance terms resulting from the move shall be as mutually agreed between the parties. Regular maintenance charges shall be suspended on the day the equipment is dismantled and resume once the equipment is again certified ready for operational use.

w. **TERM OF SOFTWARE LICENSE:** Unless otherwise stated in the solicitation, the software license(s) identified in the pricing schedule shall be purchased on a perpetual basis and shall continue in perpetuity. However, the City reserves the right to terminate the license at any time, although the mere expiration or termination of this contract shall not be construed as an intent to terminate the license. All acquired license(s) shall be for use at any computing facilities, on any equipment, by any number of users, and for any purposes for which it is procured. The City further reserves the right to transfer all rights under the license to another City agency to which some or all of its functions are transferred.

x. **TITLE TO SOFTWARE:** By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

y. **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.

z. **WARRANTY (COMMERCIAL):** The contractor agrees that the equipment, software, goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the City of Winchester by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

aa. **TASK ORDERS (TIME AND MATERIAL BASIS):** For each additional Task Order, the contractor shall furnish the City with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor’s hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor’s actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the City determines that the estimated price is not fair and reasonable, the City has the right to ask the contractor to reevaluate the estimate. If the revised estimate is determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor’s estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.
H. CITY OF WINCHESTER REQUIRED GENERAL TERMS AND CONDITIONS

A. APPLICABLE LAWS AND COURTS
B. ANTI-DISCRIMINATION
C. ETHICS IN PUBLIC CONTRACTING
E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
F. DEBARMENT AND SUSPENSION STATUS
G. ANTITRUST
H. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS
I. CLARIFICATION OF TERMS
J. PAYMENT
K. PRECEDENCE OF TERMS
L. QUALIFICATIONS OF BIDDERS OR OFFERORS
M. TESTING AND INSPECTION
N. ASSIGNMENT OF CONTRACT
O. SEVERABILITY
P. CHANGES TO THE CONTRACT
Q. DEFAULT
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These General Terms and Conditions are required for all sealed and unsealed written or verbal solicitations issued by the City of Winchester for procurements that are subject to the Winchester City Code unless changed, deleted or revised by the City Attorney.

A. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this Agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute following the Winchester City Code, Chapter 21-61. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Winchester 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*).

In every contract over $10,000 the provisions in 1. and 2. 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.

2. 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.

C. **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.

D. **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.

E. **DEBARMENT AND SUSPENSION STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Federal Government, Commonwealth of Virginia, or by any City, Town or County 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.

F. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Winchester 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 of Winchester under said contract.

H. **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official City form provided for that purpose may be a cause for rejection of the bid/proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection.
of the bid/proposal; however, the City of Winchester reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid/proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer 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 Purchasing Agent, or designee.

J. 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 state 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 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, regardless of which 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.
   
   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 of Winchester 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 thirty (30) days of notification. The provisions of this section do not relieve an agency 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 of Winchester for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      
      (2) To notify the agency 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 of Winchester, 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 of Winchester.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT time and attendance TUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT 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 and take precedence.

The City’s procurement, Contractor’s response and written negotiation summary shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the City’s procurement, the Contractor’s response, written negotiation summary and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Contract
2. Negotiation Summary
3. City’s Procurement Document(s)
4. Contractor’s Response
5. Other Documents

L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City of Winchester 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 of Winchester all such information and data for this purpose as may be requested. The City of Winchester 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 of Winchester 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 of Winchester 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.

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

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

O. **SEVERABILITY OF CONTRACT:** In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

P. **CHANGES TO THE CONTRACT:**

1. A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent of the amount of the contract or ten thousand dollars ($10,000), whichever is greater, without the advance written approval of the City Council. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer (Winchester City Code 21-44).

2. Changes can be made to the contract in any of the following ways:

   a. 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.

   b. The City of Winchester 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 of Winchester a credit for any savings. Said compensation shall be determined by one of the following methods:

      1. By mutual agreement between the parties in writing; or
2. 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 City of Winchester’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

3. 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 City of Winchester with all vouchers and records of expenses incurred and savings realized. The City of Winchester 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 City of Winchester within thirty (30) days from the date of receipt of the written order from the City of Winchester. 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 Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the City of Winchester Code. 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 City of Winchester or with the performance of the contract generally.

Q. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Winchester, 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 of Winchester may have.

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

S. **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 of Winchester 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.

T. **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.

U. **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 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 bidder or offeror further certifies that the contractor 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.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**
1. 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 Winchester 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. The insurer must have an A.M. Best rating of A- or better.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The City of Winchester must be named as an additional insured and so endorsed on the policy by the insurer. A notation on the certificate of insurance is not sufficient.

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)</td>
<td>$1,925,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia.</td>
<td></td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
</tr>
</tbody>
</table>

V. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the Purchasing Agent will publicly post such notice on the City of Winchester’s web site (www.winchesterva.gov/purchasing) for a minimum of 10 days.

W. 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.

X. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in
employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

Y. **AVAILABILITY OF FUNDS:** In the event that funds are not appropriated for this Contract for any City fiscal year, following the City’s current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the City providing written notice to the Contractor prior to the date of termination. The City shall not consider termination of the Contract pursuant to this section default. Upon such termination, the City shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

Z. **LICENSES AND PERMITS:** Contractors will be responsible for all licenses and permits, if required. Any person, firm, or corporation responding to the City’s procurement which is required to have a current and valid City of Winchester business license and, in fact, does not, will not be considered a "responsive bidder" as such term is defined by the Code of Virginia §2.2-4301, as amended. Any bid received from such an entity may be rejected, at the City's sole option, for that reason alone. In addition, the successful bidder or offeror will be required to produce affirmative evidence, satisfactory to the Purchasing Agent, or designee that it has such a license, or is not required to have such a license, prior to approval and execution of any contract to perform the work herein described.

AZ. **TERMINATION:**
   a. Termination for Convenience: The City of Winchester may terminate a contract, in whole or in part, whenever the City OF Winchester determines that such termination is in the best interest of the City of Winchester, without showing cause, upon giving ten (10) days written notice to the vendor.
   b. Termination for Default: When the vendor has not performed or has unsatisfactorily performed the contract, the City of Winchester may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the City of Winchester. The Vendor will be paid for work satisfactorily performed prior to termination.

BZ. **HOLD HARMLESS:** Bids/Proposal shall provide that during the term of the contract, including warranty period, for the successful bidder/offeror indemnifying, defending, and holding harmless the City, its officers, employees, agent and representatives thereof from all suits, actions, claims of any kind (including claims for attorney’s fees) brought on account of any personal injuries, damages, or violation of rights sustained by any person or property in consequence of any neglect in safeguarding contract work, or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyrights.

CZ. **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 will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. 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 agency 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.

DZ. **BID PRICE CURRENCY:** Prices are to be stated in US dollars unless otherwise specified in the solicitation.
I. CONTRACT
202115

THIS CONTRACT was made and entered into this _____ day of ________, 2021, by and between __________________________________________, F.I.N. or S.S. Number ______________________ (“Contractor”), and the CITY OF WINCHESTER, VIRGINIA, a political subdivision of the COMMONWEALTH of VIRGINIA (“City”).

WHEREAS, the City has previously issued Request for Proposal 202115 (RFP#“202115”), dated August 2021, to provide a DOCUMENT management system and maintenance, as more fully described and requested within the RFP, and is hereby fully incorporated in its entirety;

WHEREAS, Contractor has submitted a Proposal in response to the RFP dated ____________, signed by _______________________ which states pricing, qualifications and services, and are hereby fully incorporated in its entirety;

WHEREAS, if applicable, Contractor and City have negotiated compensation, terms and conditions in response to the RFP, and the Negotiation Summary is hereby fully incorporated in its ENTIRETY.

WHEREAS, the City’s procurement and the Contractor’s response shall form part of the Contract. In the case of conflicts, discrepancies, errors or omissions among the City’s procurement, the Contractor’s response, and the main body of the Contract, the documents and amendments to them shall take precedence and govern in the following order:

1. Main Body of the Contract;
2. Negotiation Summary;
3. City’s procurement; and
4. Contractor’s response.

NOW, THEREFORE, FOR AND IN consideration of the mutual covenants and agreements herein contained, the parties covenant and agree as follows:

1. The Contractor shall provide the City the services outlined in RFP #202115, which is incorporated in its entirety herein by reference. The City shall pay the Contractor the assigned pricing. The Contractor shall forward an invoice for such work to the requesting department, or designee on or about the first and fifteenth days of each month during the term of this Contract. The City shall pay such invoice in accordance with the Prompt Payment Act provisions of the Virginia Public Procurement Act, which are incorporated herein by reference.

2. The term of this Contract shall be twenty-four (24) months from date of Award. The City reserves the right to cancel and terminate this Contract, without penalty, upon ten (10) days written notice to Contractor. The parties understand and agree that the City, at its sole option, may renew this Contract for seven (7) additional twelve (12) month periods.
3. APPLICABLE LAW AND VENUE: The parties agree that this contract for services shall be construed under and in accordance with the laws of the Commonwealth of Virginia. Any dispute arising from the performance or non-performance of this agreement shall be resolved or otherwise litigated in the Circuit Court for the City of Winchester, Virginia or the Fourth Circuit Federal District Court in Harrisonburg, Virginia.

4. If any provision of this agreement is found to be illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of this agreement.

5. The Contractor has, at the time of its execution of this contract, provided the City with a Certificate of Insurance showing that it has currently in force all of the insurance required by RFP #202115. Contractor covenants that such Certificate shall remain in full force and effect throughout the term of this contract, and that it will promptly notify the City in the event, such insurance is no longer in effect for whatever reason.

IN WITNESS WHEREOF, the parties have signed this instrument on the date indicated below, with one (1) fully signed original delivered to Contractor and one (1) fully signed original delivered to the City.

CONTRACTOR:     CITY OF WINCHESTER:

BY: ______________________   BY: __________________________
TITLE: ________________   TITLE: ________________
DATE: ________________   DATE: ________________