



Title: Cumberland County Computer Aided Dispatch (CAD), Mobile Client, Law Enforcement Records Management Software (RMS) Solution

Issue Date: February 3, 2017

Due Date: February 13, 2017 by 2:00 pm (EST)

By Mail: Cumberland County
Attn: Vivian Seay Giles
P.O. Box 110
Cumberland, VA. 23040
In Person: 1 Courthouse Circle
County Administration
Cumberland, VA. 23040

Pre-proposal Meeting: A pre-proposal conference will not be held

Inquiries: Questions related to this project should be directed to Shawn Howard, Information Technology Director by phone at 804-492-5398 or by email at showard@cumberlandcounty.virginia.gov

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

In compliance with this Request for Proposal (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

ACKNOWLEDGE RECEIPT OF ADDENDUM: #1 _____ #2 _____ #3 _____ #4 _____ (Please Initial)

SHIPPING TERMS: ALL PRICES QUOTED F.O.B CUMBERLAND COUNTY, VIRGINIA.

Name and Address of Company:

FEI/FIN# _____

Signature: _____
Name (Printed): _____
Title: _____
Phone Number: _____ Fax Number _____
Email: _____



**CUMBERLAND COUNTY
REQUEST FOR PROPOSAL #02-03-2017
CUMBERLAND COUNTY COMPUTER AIDED DISPATCH (CAD),
MOBILE CLIENT, LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE
(RMS) SOLUTION**

I. PURPOSE

The purpose of this Request for Proposal is to solicit sealed proposals through competitive negotiation to replace Cumberland County's Computer Aided Dispatch, Mobile Client, Law Enforcement Records Management Software (RMS) Solution (from this point forward collectively referred to as CAD). Specifically Cumberland is seeking to compile a list of three or more firms that would be available to provide such services to the County in a timely manner, thereby reducing the Agency's cost and time for advertising and developing multiple RFPs.

II. BACKGROUND

1. Cumberland County is located in central Virginia between Farmville and Richmond. The county has a population of approximately 9,800.
2. Cumberland County Sheriff's Department is the main law enforcement for Cumberland County. The department includes seventeen sworn deputies, six full time dispatchers and seven part-time dispatchers.
3. Cumberland County is serviced by three volunteer fire departments and two volunteer rescue squads.
4. The county currently uses DAPRO Systems CAD/RMS.

III. STATEMENT OF NEED

Cumberland County needs a CAD system to provide Computer Aided Dispatch, law enforcement records management system and mobile client and field reporting solution for receiving calls for emergency services from the public and to dispatch the appropriate law enforcement, fire and emergency medical units in response.

The services that the CAD may be required to perform are:

1. Remote Access: The Contractor shall comply with the Cumberland County Vendor Remote Access requirements as set for the by the Cumberland County Information Technology Department.
2. Information: Information shall not be removed from Cumberland County Government offices or computers unless the information's owner has approved such removal in advance. This includes, but is not limited to, portable computer hard disks, portable memory devices (including USB drives), floppy disks, CD-ROMs, magnetic tape cartridges, and paper documents.
3. Authorized Tools and Programs: Except as authorized in writing by Information Technology, the Contractor shall not download, install or run security programs or utilities that reveal weaknesses in the security of a system. For example, Contractor

shall not run password cracking programs, network reconnaissance/discovery software/applications, key loggers, packet sniffers, network mapping tools, port scanners or any other non-approved programs while connected in any manner to the Cumberland County network infrastructure.

B. Implementation Services

1. **Product Configuration:** The Contractor shall describe the process for configuring the software solution, including multiple user environments, internal and external interfaces, telecommunication links, and security. The Contractor shall describe the data conversion from the Dapro system to new system.
2. **Consulting Services:** The Contractor shall describe consulting service offerings and shall include titles and hourly billing rates of typical positions that provide this support, including third party providers. The Contractor shall describe any data conversion services provided. The Contractor shall give suggested hardware requirements for work stations and servers.
3. **Training:** The Contractor shall describe its training offerings for implementation and ongoing support of their software solution. The training program should include offerings for the following: 1) project implementation team (system architecture, interface configuration, data import/export, etc.); 2) application administrators (configure, monitor, and administer the system and reporting capabilities); and 3) end users.
4. **Project Management Services:** The Contractor shall describe its project management services. These services should include: resource management; project monitoring; configuration management; quality assurance; test planning; post-implementation support; and documentation.

The Contractor shall provide a Project Manager for the project, who should be prepared to draft and submit project plans and project status reports, and attend regular status meetings

C. Operating Environment

1. **Background:** Cumberland County servers are run in a Virtual Environment running VMWare.
2. **Hardware and Software:** The Contractor shall describe the hardware and software platform and database required for the software solution, including support for high availability and site resiliency and any elevated user permissions required to run the software solution. The Contractor shall describe in detail bandwidth and transport requirements, any special firewall or NAT requirements, current level of IPv6 support or if not currently supported the timeline to implement IPv6.
3. **Multiple Environments:** The Contractor shall describe its system architecture using written and graphic means, including if the software solution supports multiple environments, with the ability to run concurrently for development, testing, training, and production. The Contractor shall allow the County to have multiple instances of the software solution installed without incurring additional costs (development, test, training, and production).

4. Maintenance and Support: The Contractor shall describe their software solution technical support options, including options and costs for the following:
 - a. Cost for of service contract for 3, 4 and 5 years from initial purchase.
 - b. Application support shall be designed to achieve a 100% operational rate
 - c. Support for the CAD and mobile client systems (including all modules and extensions) shall be on a 24x7x365 basis
 - d. Detail other support options, including information on how these coverages will be provided:
 1. Staff support (on-site, remote technical support)
 2. Help desk/hot lines (business hours and off-hours, toll free)
 - e. Guaranteed response time objectives (RTO's), along with the escalation process if RTO's are not met.
5. Standards and Interfaces: The Contractor shall describe their method(s) for data and application integration and interfaces, such as support for web services and various XML protocols.

D. Advanced Technology

1. Automated Vehicle Location (AVL): The Contractor shall detail how their software solution integrates with AVL technology, including installation, maintenance requirements (include specifically what vendor supports and does not support), program updates, account management, GPS signal capture/dissemination, historical log files, and integration to CAD, mobile, and GIS. In addition information shall be provided on hardware and software requirements, including server and network (router), GPS receivers supported (identify recommended GPS device), antennae, and wireless connections. Additional costs associated with implementing AVL technology shall be provided.
2. Geographic Information System (GIS)
 - a. General: The County's GIS is based in a Windows operating environment using ESRI server and desktop suite of GIS software licensed through an Enterprise License Agreement. Cumberland County Public Safety maintains and is the authoritative source for numerous data layers, including parcel, street, and address data. This master spatial data repository is stored in SQL Server enterprise geodatabase.
 - b. Integration: The Contractor shall describe how their software solution integrates to GIS, including ESRI software version compatibility, data formats (including if data must be converted from the enterprise Sql database), issues that are anticipated based on the County's existing street centerline and address data models, ability to support for routing functions, and geocoding services used (and hierarchy of services). The Contractor shall describe how their software solution validates location records assigned in the CAD to authoritative street and address data in GIS. The Contractor shall describe support for service oriented architecture (web, map, and data).
 - c. Next Generation 911 Technology (NG911): The Contractor should describe how

their solution complies or will comply with NG911 technology.

d. National Information Exchange Model (NIEM) based standards: The contractor shall describe how their software solutions conform to NIEM based standards such as what is found in the LEITSC's guidelines for CAD to CAD and CAD to RMS interoperability which can be found at: <http://www.theiacp.org/technology/operationaltechnologies/CADRMS/tabid/831/Default.aspx>.

3. Disaster Recovery: The Contractor should describe their experience with drafting and implementing disaster recovery plans and programs, including details on any disaster recovery solutions that are available from the Contractor. The County has established a back-up E911 center.
4. Tablets, Smartphones, Browsers: The Contractor should describe if their software solution operates at any level on tablets or smart phones using the iOS, Android, or Windows operating system. If the software solution has a browser-based or app component the Contractor should describe what browsers are supported (IE, Safari, Firefox, Chrome).

E. Software and Hardware Acceptance

1. General: All hardware and software shall be fully installed, configured, optimized, and tested prior to acceptance by the County. The Contractor shall describe their quality assurance procedures and user acceptance testing processes.
2. Acceptance Test Plan: The Contractor shall develop an Acceptance Test Plan in coordination with the County, which shall provide details for the acceptance testing process. The Acceptance Test Plan shall be approved by both the Contractor and the County. The Acceptance Test Plan shall address testing of all software, hardware, network, interfaces, and data conversion that the Contractor may provide or utilize as part of their solution. The Contractor shall describe their acceptance testing program, including forms, approvals, functionality testing, stress testing, disaster recovery, and response time elements for testing the performance of the product.

F. Software Upgrades and Patches

1. General: The Contractor shall describe their post-implementation software support, including how upgrades and patches are installed (test, production, quality control) and a summary of what their software maintenance agreement covers (responders should not simply attach their software maintenance service contracts).
2. Third Party Software Requirements: The Contractor shall fully document all third party software requirements, including those that must be pre-installed or are installed as part of the Contractor's software package. The Contractor shall describe how it coordinates with third party software providers to ensure that the third party software is kept current and that security related releases are current for all required third party software. If Java is required, the Contractor shall describe how their software remains compatible with the latest major release of Java and how minor Java upgrades are incorporated.
3. Product Roadmap: The Contractor shall describe the product roadmap for the next

two (2) planned releases of the proposed software solution.

G. Documentation Requirements: The Contractor shall provide a list and description of all documentation provided as part of the implementation of their software solution, including overview descriptions of all major functions, detailed step-by-step operating procedures for each screen and activity, and technical reference manuals. The description shall include the format of the documentation (website, hard copy, or electronic), the currency of the documentation, and any restrictions on the County reproducing the documentation for its own use.

H. Source Code Escrow

1. General: The Contractor shall furnish the County with Source Code for the Licensed Software. The Contractor shall describe its solution for meeting this requirement, but solutions may include depositing the software source code with a vendor approved by the County naming Cumberland County as a beneficiary or the Contractor may utilize the County's Department of Information Technology as the Escrow Agent.
2. Escrow Updates: The Contractor shall provide details on the format of the source code, if instructions for use are provided for the source code, and currency of the source code.
3. Release of Source Code to the County: The Source Code deposited in escrow pursuant to this Contract shall be released to the County only upon the occurrence of any of the following events:
 - a. If the Contractor dissolves or otherwise goes out of business;
 - b. If the Contractor makes a general assignment for the benefit of creditors or voluntarily or involuntarily becomes bankrupt and does not cure such bankruptcy within ninety (90) calendar days; or
 - c. If the Contractor decides to discontinue maintenance and/or support services for its latest version of the Licensed Software.

I. Reporting and Auditing

1. Auditing: The Contractor shall describe its auditing capabilities, including details on tracking attempts to login, access, create, delete, or change accounts, permissions, or audit logs. Details on what information is captured and stored in audit files and how long that information is retained shall be provided.
2. Reporting: The Contractor shall describe how auditing information is retrieved by authorized users, including formats, timing, and any automated reporting capabilities within the software solution.

IV. PROPOSAL SUBMISSION GUIDELINES

A. Proposals shall contain the following information, in the order listed:

1. Cover page of this RFP, which contains:
 - a. Acknowledgement of all addenda (if any).
 - b. Requested contact information.

- c. Original signature of an agent authorized to bind the company.
 - d. Company FEI/FIN number
 - 2. Completed SCC required form (**Attachment A**).
 - 3. Completed Contractor's References: A **minimum** of Six (6) references for which Offeror has completed services comparable to those described in this RFP. For each reference, detail:
 - a. Name of firm;
 - b. Address of firm;
 - c. Name, title, address, e-mail address, and phone and facsimile numbers of a contact for the firm;
 - d. Number of years Offeror has served the firm; and
 - e. Brief summary of scope of services provided.
- B. Proprietary Information--Ownership of all data, materials, and documentation originated and prepared for Cumberland County pursuant to the RFP shall belong exclusively to Cumberland County 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 will result in rejection of the proposal.
- C. Offeror must submit one (1) original and three (3) copies of each proposal to Cumberland County. Each copy must contain an original signature. All pages of the RFP should be numbered. No other distribution of the proposal shall be made by the Offeror.
- D. Offeror must also submit a copy of the RFP, any addenda, attachments and other documentation on a Flash Drive which must be Microsoft Windows compatible.
- E. Submit Proposals in a sealed envelope or package. Clearly label the shipping/ mailing packaging as well as the outside of your sealed envelope or package with the proposal item number, closing date and time, and your firm's name and address. **Proposals received by telephone, telegraph, facsimile, or any other means of electronic transfer shall not be accepted.** Proposals will be received on or before February 13 at 2:00 p.m. to Vivian Seay Giles at County Administration unless otherwise modified by subsequent Addenda.

The official time used for the receipt of responses is determined by reference to the clock designated by the Administration department. The Administration department shall determine when the Proposal Receipt Deadline has arrived and shall announce that the deadline has arrived and that no further proposals or proposal modifications will be accepted.

V. CLARIFICATION OF TERMS

Please direct any questions or requests for documents to Vivian Giles at vgiles@cumberlandcounty.virginia.gov or by phone 804-492-3578. Deadline to contact Vivian

Giles for concerns, questions or requests is February 12, 2017 at 4:30 p.m. All questions or requests for information should be submitted on a Request for Information so that all offerors may benefit from the same information.

VI. INSURANCE

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage set forth below at the time the contract is awarded. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor must submit to Cumberland County Administration Department certificates of insurance prior to beginning of work. It is the responsibility of the contractor to immediately notify Cumberland County should any policy be cancelled or changed. Failure to notify Cumberland County shall constitute a material breach of contract.

A. Minimum Insurance Coverages and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. Automobile Liability - \$1,000,000 combined single limit.
4. Miscellaneous Error and Omissions \$1,000,000 per occurrence
5. Umbrella/Excess Liability - \$5,000,000

VII. RECEIPT AND OPENING OF PROPOSALS

A) It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposal and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

B) Proposals will be opened February, 2014 at 2:15p.m. in the Cumberland County Administration Building basement Conference Room and their contents made public for the information of those submitting proposals and others interested who may be present either in person or by representative. The officer or agent of the owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.

C) The provisions of § 2.2-4342 of the Code of Virginia, as amended, shall be applicable to the inspection of proposals received.

VIII. EVALUATION OF CRITERIA

Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria:

- Expertise, experience, and qualifications of the CAD's personnel in each discipline that may provide services relevant to the RFP.
- Expertise, experience and qualifications of any special consultants proposed.
- Geographic location of the CAD's office where work will be performed in relation to the project location(s).
- CAD's plan to respond to requests for services and ability to complete any Project Orders in a timely manner.
- Expertise and past experience of the CAD in providing services on other term contracts or on projects of similar size, scope and features as those required for the Scope of Services on this RFP.

- CAD's willingness to provide services on the small projects associated with Term Contracts for a reasonable fee as determined by the agency.
- CAD's recent (past 5 years) experience / history in designing project within the established "design-not -to -exceed" budget.
- Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.
- Size of the firm relative to the size of the project(s).
- Financial Responsibility as evidenced by the CAD carrying Professional Liability Insurance.
- Generally, the CAD's overall suitability to provide the services for the Term Contract within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the CAD's previous clients, references and others.

IX. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award the contracts as a Result of this solicitation, Cumberland County will publicly post for inspection in the County Administration office and on the Cumberland County website at www.cumberlandcounty.virginia.gov/bidsprops

X. AWARD

After evaluation of the Proposals received in response to the RFP, Cumberland County shall engage in individual discussions and interviews with proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. At the conclusion of the informal interviews and on the basis of the information provided and developed in the selection process to this point, the Cumberland County shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Cumberland County Board of Supervisors may decide which, in its opinion, has made the best proposals, and shall award the contracts to those offerors. Cumberland County 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). 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.

XI. PREPROPOSAL CONFERENCE

A Pre-proposal conference will not be held.

XII. GENERAL TERMS AND CONDITIONS

A. 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 Cumberland County. Cumberland County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-

4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

B. ANTI-DISCRIMINATION

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, family status or any other basis prohibited by state or federal 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 paragraph 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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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 entering into a written contract with Cumberland County, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in Cumberland County, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

E. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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 Cumberland County 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 Cumberland County under said contract.

G. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A contractor organized as a stock or nonstock 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.

H. PROHIBITION OF ALCOHOL AND OTHER DRUGS

§2.2-4312 of the Code of Virginia shall be applicable. It provides as follows:

“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 in accordance with this chapter, 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.”

(b) The Contractor shall also establish, maintain and enforce policies which prohibit the following acts by all Contractor, Subcontractor and Supplier personnel at the Site:

- (1) The manufacture, distribution, dispensation, possession, or use of alcohol, marijuana or other drugs, except possession and medically prescribed use of prescription drugs; and
- (2) The impairment of judgment or physical abilities due to the use of alcohol, marijuana or other drugs, including impairment from prescription drugs.

XIII. SPECIAL TERMS AND CONDITIONS

A. AGENCY'S RIGHT TO ISSUE RFP'S AND PROJECT ORDERS

The Owner reserves the right, at its sole discretion, to issue RFPs for similar work, for other disciplines or types of work, and for other projects as the need may occur. The contractor may have only one CAD term contract in effect with an agency or its subsidiaries or branches at any time. The Owner also reserves the right to issue project orders to other A/Es under term contracts at its sole discretion, based on its evaluation of each CAD's qualifications, expertise, current workload, capabilities, performance record, location or distance to the project, and other factors as may be pertinent to the particular project. The Owner also reserves the right under the provisions of this Contract to issue a project order to the CAD to provide services of a similar type or discipline covered by this RFP to a subsidiary, branch or state agency in the same geographic area.

B. CONTRACT TERM

Under the provisions mentioned in this RFP, the term of any contract awarded hereunder shall begin March 1, 2017 and will expire February 28, 2018. Cumberland County shall have

the option, at its sole discretion, to renew the contract for two additional one-year terms, the term for each of which shall begin on the anniversary date of the effective date of the original contract.

C. AUDIT

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment.

D. PAYMENT

Invoices for each individual project shall be submitted by the contractor to the Cumberland County Finance Department and shall be paid in accordance with state and federal law. All invoices shall be in strict accordance with the terms of any contract awarded in response to this Request for Proposals. The fees for the services on each project shall be negotiated individually on a lump sum basis considering the scope of services required, the estimated man-hours required for each skill level/discipline, and the labor rates agreed upon listed in the contract. If an estimate of time cannot be reasonably estimated, the CAD may be directed to proceed with the work on an hourly basis with a “not to exceed” amount. The compensation shall be determined by the CAD’s certified record of man-hours expended by classification, skill level and discipline, and the hourly rates for each as listed in the contract. The contract prepared will document the negotiated acceptable labor rates for the various CAD classifications, skill levels and disciplines. These rates will be used by the County for arriving at a lump sum fee total. If a project is to be performed on a lump sum basis, the County shall determine a lump sum based on the scope of service required, the estimated man-hours required for each classification, skill level and discipline, and the labor rates agreed upon during the contract negotiations.

E. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified by written notice received from offerors prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on the proposal form itself, on the envelope in which the proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal.

F. PROPOSAL BINDING

Offeror must agree that this proposal be binding and may not be withdrawn for a period of ninety (90) days after the scheduled closing date of this RFP.

G. ATTACHMENTS

- a) State Corporation Commission Form

Attachment A

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the 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.

NOTE:

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