City of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL 03-25

ENTERPRISE ASSET MANAGEMENT (EAM) AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE

Proposals Due by Wednesday, November 12, 2024, at 02:00 P.M. EST

ISSUED BY:
TJ Ellison, CPPB
Principal Buyer
Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8436
Fax: (240) 314-8439

ISSUED ON: October 2, 2024

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD-V Outreach Program
It is the intent of the City of Rockville to increase opportunities for minority, female, disabled, or veteran (MFD-V) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations, including subcontracting or mentoring opportunities. Suggested changes and MFD-V enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are strongly encouraged. Any questions regarding MFD-V outreach or questions/concerns regarding the City's bidding process should be addressed to Pat Ryan, pryan@rockvillemd.gov or 240-314-8434.

Statement of "No Proposal Submittal"

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to the buyer listed in this RFP by **email only to tellison@rockvillemd.gov**.

I/WE HAVE DECLINED TO PROPOSE TO **RFP 03-25**, titled **Enterprise Asset Management (EAM) and Customer Relationship Management (CRM) Software** for the following reason(s): [Please place a check mark (✓) next to the reason(s) as applicable]

(✓)	Reason
	Proposal requirements too "restrictive".
	Insufficient time to respond to Request for Proposals.
	We do not offer this service.
	Our schedule would not permit us to perform.
	Unable to meet requirements.
	Unable to meet insurance or bond requirements.
	Scope of Services unclear (please explain below).
	Other (please specify below).

REMARKS:

_____

_____

_____

Are you a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business? _____ Yes _____ No

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email Address: _____

_____   _____
Authorized Signatory   Printed Name

_____   _____
Title   Date

CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

REQUEST FOR PROPOSAL 03-25

ENTERPRISE ASSET MANAGEMENT (EAM) AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE

RECEIPT AND HANDLING OF PROPOSALS
Sealed proposals will be received electronically via a City designated bid/proposal receipt software solution until 02:00 P.M. EST on Wednesday, November 12, 2024. The offeror assumes full responsibility for the timely delivery of a proposal via the designated solution.   Proposals delivered in any other fashion will not be considered. Properly submitted proposals will be opened in a virtual environment after the time set for receipt of proposals.

Submission of a proposal electronically is consent by the bidder to conduct any or all elements of the procurement by electronic means, in accordance with the terms of this request for proposals.

Proposals presented after the proposal receiving deadline will not be received for any reason. The official time clock for receiving proposals will be that of the City's third party software solution provider's located at Rockville City Hall.

ATTENTION: OFFERORS ARE HEREBY NOTIFIED THAT THE CITY'S THIRD PARTY SOFTWARE SOLUTION PROVIDER'S COMPUTER SERVER TIME MAY DIFFER FROM THAT OF OTHER ELECTRONIC DEVICES, COMPUTER SOFTWARE AND COMPUTER HARDWARE THAT MAY BE USED TO ELECTRONICALLY SUBMIT THE PROPOSAL. OFFERORS ARE RESPONSIBLE FOR ALLOWING ADEQUATE TIME TO SUCCESSFULLY DELIVER THE PROPOSAL TO THE REQUIRED ELECTRONIC LOCATION BY THE REQUIRED TIME.

In accordance with Chapter 17 of the City's Procurement Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

REQUEST FOR PROPOSALS (RFP) DOCUMENTS
The RFP documents are available via the City's Collaboration Portal **only** at:

 Contract Insight - Collaboration Portal (rockvillemd.gov)

PRE-PROPOSAL MEETING AND WALK-THROUGH
A virtual, telepresence pre-proposal meeting will be held on October 16, 2024, at 2:00 P.M. EST. Offerors must register below in order to attend the meeting. This meeting is not mandatory; however, offerors are strongly encouraged to attend. Individuals interested in viewing the vicinity of the work are encouraged to do so independently, and in a socially distanced manner, prior to the pre-proposal meeting. Offerors shall assume complete responsibility and liability for any and all visits.

Register for Virtual Pre-Proposal Meeting Here: Register

SUBMITTAL OF QUESTIONS
Technical and contractual questions pertaining to this RFP may be directed to **TJ Ellison, Principal Buyer**, via the City's Collaboration Portal no later than **2:00 P.M. EST on October 22, 2024**. Oral answers to questions relative to interpretation of requirements or the proposal process will not be binding on the City.

To ensure fair consideration for all offerors, any interpretation made to prospective offerors will be expressed in the form of an addendum to the requirements, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed offeror. Such addendums, if issued, will posted at the City's Collaboration Portal listed below:

[Contract Insight - Collaboration Portal (rockvillemd.gov)](rockvillemd.gov)

Please note, that it is the proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

PROJECT DESCRIPTION
The purpose of this Request for Proposals (RFP) is to solicit proposals for the modernization of the City's Enterprise Asset Management ("EAM") and Customer Relationship Management ("CRM") systems and processes, to not only replace the City's current technology, but to provide a holistic, transformative solution to help the City of Rockville provide world-class asset management/work order services and customer relationship management services.

AWARD
Award will be made to the qualified offeror obtaining the highest weighted score combining price and technical qualifications. Additional information regarding award criteria can be found within the Evaluation and Award Section of this document.

AGREEMENT
The successful offeror shall be required to complete a two-party agreement. The City reserves the right to make changes to the sample agreement, where no change to the agreement form by the successful offeror will be considered. By submitting an offer in response to this Request for Proposal (RFP), an offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and any subsequent Contract based on the aforementioned two-party standard form agreement. Part or all of this RFP and the successful proposal may be incorporated into any subsequent Contract.

NOTICE TO OFFERORS/PROPOSERS
"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY
Bidders must be qualified to bid in the state in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

EXPENSES ASSOCIATED WITH RESPONSE

The City of Rockville will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

W-9 FORM REQUIRED

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Purchasing Division.

NO CONTACT POLICY

Unless otherwise stated, any contact with any City official, employee, agent, or other representative concerning this Request for Proposals other the assigned buyer or procurement representative is prohibited. Any such unauthorized contact may disqualify the proposer from this procurement.

TABLE OF CONTENTS

SECTION I

Introduction/Overview

A. **Purpose/Overview**

The purpose of this Request for Proposals (RFP) is to solicit proposals for the modernization of the City's Enterprise Asset Management ("EAM") and Customer Relationship Management ("CRM") systems and processes, to not only replace the City's current technology, but to provide a holistic, transformative solution to help the City of Rockville provide world-class asset management/work order services and customer relationship management services. The solution presented to the City will be in the form of a (City hosted) software product or off premise (Vendor hosted) Software as a Services (SaaS) products for the proposed solution. The Selected Respondent must deliver a comprehensive EAM/CRM solution that tracks and monitors work orders and service requests throughout the city while also providing a solution that empowers the City to provide convenient, user-friendly access for staff and residents to connect, communicate, and collaborate efficiently within the City and throughout the community. It's a critical and equal goal to improve our Asset Management functionality with the desire to improve our Customer Relationship experience in the process.

By means of this solicitation, the City seeks a partner to help transform the way Rockville interacts with their government, how staff interacts with each other and to improve each person's experience interacting with and within the City and the City's various assets. Vendors with proven EAM & CRM software and demonstrated experience designing public facing programs and processes that leverage that technology are invited to respond to this RFP. For the purposes of this RFP, Vendor shall mean any entity who submits a proposal in response to this RFP. Partnerships are encouraged for vendors who cannot meet all the requirements of this RFP.

1. **Background**

The City of Rockville has high standards for open, participatory government that is accessible to all Rockville. The City wants to fundamentally transform the way it interacts with its residents and staff to staff and is seeking a long-term partner who shares and can help deliver on that vision. Through this initiative the City wants to redefine the resident and staff experience with and within City government. This transformation includes the following components:

- A geographic location-based EAM and CRM;
- A high touch, personalized interaction when communicating with the City and within City departments;
- Continuous improvement of service delivery and responsiveness to residents and staff through monitoring and measuring performance;
- Web portal designed around staff and resident needs and perspective;

The City is looking for software and consulting services that will:
- Transform the way staff tracks assets, monitors activity, and delivers government services;
- Fully utilize the City's ESRI ArcGIS platform;
- Increase accountability for service fulfillment;
- Enhance transparency into City operations;
- Allow user-friendly reporting with drill down capabilities;
- Provide residents, employees, and management access to real-time data;
- Foster collaboration between City departments and among residents;
- Allow residents to participate in problem-solving and improved service delivery;
- Facilitate data driven decision making both by the City and its communities;
- Identify opportunities for improvement of City services;

1.2 City Operational Processes

Rockville is one of the five largest municipalities in Maryland and is the seat of Montgomery County Government. It occupies 13.03 square miles within the metropolitan Washington, D.C. area, is located 12 miles northwest of the nation's capital, with a population over 67,000. A major portion of the prestigious I-270 technology corridor is within the City's corporate limits. The City employs 640 full-time employees in 10 departments and has an annual budget for fiscal year 2024 of $157.2 million (total operating budget for all funds.)

The City of Rockville ("City") operates under the council-manager form of municipal government and derives its governing authority from a charter granted by the General Assembly of Maryland. The governing body is the Mayor and Council, which formulates policies for the administration of the City. The Mayor and Council are comprised of a mayor and six councilmembers all directly elected at large for four-year terms. The Mayor and Council appoint the City Manager to serve as the City's Chief Executive Officer.

The City of Rockville Public Works Department is responsible for the design, acquisition, construction, operation, maintenance, inspection, and renewal of several types of assets, including, but not limited to:

Water Utility:
- Distribution Mains (miles) = 174
- Water Meters = 13,000
- Water Valves = 2,700
- Fire Hydrants = 1450
- Water Treatment Plant = 1 (8 MGD)

Sewer Utility:
- Gravity Mains (miles) = 148
- Sewer Manholes = 4220
- Sewer Lateral = 13,000
- Lift Stations = 2

Stormwater Utility:
- Storm Mains (miles) = 98 miles
- Stormwater Manholes /Catch Basins = 6,000 (public)
- Stormwater Facilities = 1400 (public and private)

Street Utility:
- Streets (centerline miles) = 156
- Street Lights = 3,471
- Street Signs = 14,100
- Sidewalk (miles) = 285
- Pavement markings – 1,400
- Pavement striping – 103 miles

The City of Rockville Parks and Facilities Department is responsible for the operation, maintenance, preservation and improvement of

Parks and Facilities Services:
- Acreage = 1058

- Playgrounds = 48
- Tennis Courts = 43
- Pickleball Courts = 18
- Baseball/Softball Fields = 23
- Soccer/Multiuse Fields = 9
- Basketball Courts = 50
- Ping Pong, Dog Parks, Bankshot, Fitness Equipment, Shelters/Pavilions
- 68 City parks with associated assets including benches, lights, shelters, restrooms, tables, grills, bike racks.
- Over 65 City maintained facilities including offices, historic buildings, community centers, swim center, senior center, maintenance facilities, and park shelters and restrooms. Mechanical and structural components to include at a minimum roofing, HVAC, plumbing, fire prevention, structural and other facility maintenance features.
- The Parks and Facilities department is responsible for the maintenance and care of over 30,000 trees throughout City right-of-way as well as thousands of other park and woodland trees.
- Approximately 30 miles of trail systems including concrete, asphalt, mixed use and woodland trail.
- Various other tasks and locations as required.

The City of Rockville receives requests for service and/or interacts with the public in many ways. City Staff receive approximately 9,500 service and informational requests per month (not including police department). In general, they can be characterized in the following manner (both public-facing and internal service oriented):

- Directing concerns to correct departments
- Questions about city services or current projects
- Information/Knowledge inquires.
- Report a Concern/complaints/request for services via the website
- Verbal requests
- Maryland Public Information Act (Information/Knowledge Work)
- Feedback on issues/processes/results

B. Contract Term

The contract term is for an initial four-year period with up to four one-year renewals subject to the satisfactory performance of the Offeror and the annual availability of an appropriation.

The Offeror shall commit to providing the services at the rates submitted on the provided price sheet.

The City may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If such change causes any increase or decrease in the firm's cost of performance, an adjustment will be made in contract price, or in time allowed for performance, or both, and an amendment to the contract and modification to the purchase order shall be made. Any claims by the firm for such an adjustment must be made in writing prior to proceeding with the service for which an adjustment is requested. Nothing in this clause shall excuse the firm from proceeding with performance of this contract in accordance with its original terms and conditions and any approved changes.

C. Scope of Work

The purpose of this Request for Proposal (RFP) is to establish a contract with a qualified firm for a solution that includes Enterprise Asset Management Software and Customer Relationship Management Software Solution and

associated services. This solution can be comprised of two separate software solutions that are partnered or an inclusive solution. The City of Rockville will accept proposals for both an on-premises or cloud based (Vendor hosted) solution. Proposals for Alpha or Beta phase of development or custom developed systems will not be considered.

The City encourages responses from experienced firms or partnerships that have implemented Enterprise Asset Management and Customer Relationship Management systems in government agencies (Federal, State, County, City/Town and State Universities).

1.   Minimum Requirements

The following are mandatory minimum requirements for this procurement. Firms that do not meet these mandatory minimums will be deemed non-responsive and removed from the evaluation process.

- The software must currently be implemented and in use by government agencies in the United States.
- Proposed solution is not an Alpha or Beta or custom developed System.
- Proposed solutions must be 100% compatible with the City's use of Microsoft products including but not limited to the Microsoft 365 suite of products and modern web browsers.
- The proposed solution must have Application Programing Interface (API).
- Software Vendor has been in the business of providing software to the asset management industry for a minimum of 5 years.
- The EAM vendor must be an ESRI partner.
- Major version of software (e.g. X.XX) being proposed has been in production for a minimum of 1 year. Major version of software (e.g. X.XX) being proposed must be operating to provide a full range of permitting functions in at least 2 North American jurisdictions. Both implementations have been operational for at least 6 months.

2.   Proposed Solution:

The proposed solution must include (see proposal Questionnaire A and B for more detail) the ability to act as a central work order and service request solution for the intake, management and completion of all received requests within one central system.

The following is an overview of the essential software capabilities/requirements:

- *Request Management*
    - Intake requests from citizens and staff.
    - Provide multiple ways to take requests (smartphone, phone, website, mobile app, etc.).
    - Create intake scripting to provide consistent messages.
    - Providing a comprehensive, centralized, user-friendly knowledge base.
    - Provide a way to avoid duplicate or redundant requests.
    - Associate multiple tasks and work orders to requests.
- *Work Management*
    - Create and complete work associated to both assets and non-assets.
    - Easily create, assign, prioritize, and complete work activities.
    - Associated multiple requests and task to work orders.
    - Project activities with cost, to maximize the life of assets.
    - Set up/configure preventative maintenance schedules on assets and trigger work based on asset condition, time, and usage.
    - Generate auto-notifications via email related to assigned and completed work.

- *Asset Management*
  - Interact with authoritative asset data stored in City's ArcGIS servers and ArcGIS Online
  - Create, modify and track asset attributes in real time.
  - Associate multiple asset types to single master assets (ex. road segment and/or flood facility).
  - Provide analytics to track asset condition, criticality, and useful life.
  - Inspection results can update asset condition.
  - Set up/configure preventative maintenance schedules on assets and trigger work orders based on asset condition, time, and usage.
  - Create custom assets based on changing needs.
  - Associate asset to requests (service request), tasks, work order.
- *Resource Management*
  - Ability to track labor, equipment, and materials costs.
  - Allow for multiple labor rates.
  - Ability to expense equipment in either time or miles.
  - Manage materials based on location.
  - Bulk order, order tracking, and material location transfer.
  - Auto notifications via email for material reorder alerts.
  - Materials inventory management with quantity on hand and adjustable settings.
- *Mobile/Field Access*
  - Ability to use a variety of base maps.
  - Offline capability
  - Mobile application must be able to create and complete work, enter resources, create assets, and edit existing assets and attributes.
- *Reporting and Exporting Data*
  - Standard reports included.
  - Create and Edit Reports.
  - Allow for export to CSV.
  - Ability for field-level queries, sorts, and reports.
  - Ability to present various report or query information in GIS.
  - Ability to create "maps" based on pre-defined, or filtered criteria.
  - Real-time data updates.
- *Customer Relationship Management*
  - Intake location-based requests (service requests) and non-location-based requests (informational requests, general feedback and concerns, etc.) from residents and City staff through a website interface and mobile applications.
  - Intake service request calls from residents and staff on a centralized interface.
  - Validate requests against jurisdictional boundaries and provide rule-based request management for requests outside City boundaries.
  - Identify/group duplicate or redundant requests.
  - Be able to easily convert a request into a work/service request directly attached to existing/generated asset, assign out the request to staff, and track workflow to resolution enabling staff to "close the loop" with the customer.
  - Assign "service level agreements" ("SLAs") to each request type (I.e., the number of days the customer can expect until resolution) and track/report on City staff's performance against SLAs.
  - Allow public a high level of visibility into requests and responses to facilitate transparency, collaboration, and coordination within and between City departments, especially when a response involves more than one department.

- o Robust data and reporting capabilities that enable the City to quantify requests by type, department, geography, open vs. resolved status, and other variables for analysis and informed planning and decision-making.
- *Capital Projects and Maintenance Scenario Planning*
  - o Create and modify work order/project with work plans and activities.
  - o View roll-up of work order activities for project/program level cost and progress tracking.
  - o Review costs versus completion status to monitor project and/or program schedule, progress, and budgeting.
  - o Generate real-time project/program status reporting that provides budget and completion status.

3. Installation Requirements

Vendor shall collaborate with the City's Information Technology team to install necessary software within the city's infrastructure or utilizing SaaS infrastructure.

The proposed solution must be implemented according to a schedule determined and coordinated with IT and the Public Works/Recreation and Parks Departments to optimize productivity and minimize disruption.

Vendor shall work with the City's IT Department to resolve any installation and/or setup functionality problems prior to data migration and initial training.

4. Warranty, Maintenance and Support, Licensing

Licensing
Vendor shall be responsible for all licensing required to complete the City of Rockville EAM and CRM solution project including any end-user licensing requirements as outlined. Proposed solutions software license shall be either a perpetual solution or on an annual/maintenance fee schedule.

General Warranties
Vendor represents and warrants that it owns all rights, title, and interest in and to the Software, or that in the case of any third-party software that it has the right to grant a sublicense to use such third-party software.

Vendor shall warrant and guarantee further that the software and services furnished hereunder shall be free from material defects in workmanship and materials and that the same is properly designed, operable and equipped for the proposed use by the City and is in strict conformity with the specifications of this RFP.

Vendor further represents and warrants that any Services provided by Vendor under resulting contract shall be performed in a workmanlike manner and in accordance with the prevailing professional standards of the software industry. This warranty coverage shall include any modifications made to the Software by Vendor.

Vendor must provide an all-inclusive, 12-month extended warranty on components, equipment, hardware, and software and offer a maintenance/service contract thereafter. The entire system will be warranted upon formal acceptance. No partial warranties shall be accepted.

Viruses
Vendor warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to delivery to City and that Vendor will continue to take such step with respect to any code delivered to City to correct any identified error. City hereby warrants that it will use commercially reasonable virus detection computer software programs to test the Software licensed hereunder for viruses prior to installation and that City will continue to take such step with respect to any code delivered to City

to correct any identified error. Vendor warrants that it will maintain a copy of the current version and the one (1) immediately preceding version of the Software which have been tested as set forth herein. Upon City's request, Vendor agrees to make such copy of the Software available to City, for City's comparison with City's copy of the Software. Vendor further warrants to City that it is not the policy of Vendor to intentionally include disabling mechanisms or computer viruses into software provided to the City and that should such policy change, Vendor will advise City in advance and, upon City's request, will provide City with the code(s) necessary to defeat any such disabling mechanisms or computer viruses, intentionally inserted by Vendor or its employees into the Software.

Unauthorized Code
Unauthorized Code means computer instructions that alter, destroy, or inhibit the City's processing environment, including, but not limited to, data storage and computer libraries. Unauthorized Code includes, but is not limited to, programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and programs purporting to do a meaningful function but designed for a destructive function. During the Term, Vendor warrants that it shall take reasonable steps to test all releases furnished to City for the presence of Unauthorized Code. The determination of "reasonable tests" shall be based on then current industry standards for testing for such Unauthorized Code on the applicable hardware platform. However, City may not use said releases until City has similarly tested all releases on City's computers after delivery. If City notifies Vendor in reasonable detail of a breach of the foregoing warranties that occurred in the sixty (60) days prior to such notice, then Vendor shall provide a release conforming with this warranty as soon as reasonably possible but within ten (10) business days. This shall be city's sole remedy for any such breach, to the exclusion of all other remedies, even if such limitation causes this warranty or its remedy to fail of their essential purposes.

5. Database Specifications

Minimal database vendor and version must be Microsoft SQL Server 2022 or higher.

6. Network Infrastructure Requirements

The City's network backbone is 10g Ethernet. All desktops are connected to the network at 1g Ethernet bandwidth. Vendor must specify memory requirements on desktops and servers, number of CPUs required on server. Single sign-on support with Cisco Duo Authentication.

7. Security Requirements

Compatibility
Vendor warrants that the Software will be compatible with the City's technical environment, including hardware, operating system(s), software application(s), CPU's, and networks specified by City in the applicable Request for Proposal.

Latest Versions
All Software as delivered will be the most current release or version that Vendor has made commercially available to the City, unless the City, after being advised by Vendor of the availability of a newer release or version, expressly elects to acquire and deploy an older one.

The City is making a significant resource commitment in order to acquire the Software and not want to move involuntarily to a new version or system for at least two years after formal acceptance of the solution. Having acknowledged the foregoing, Vendor represents and warrants to City that it will continue to enhance the Software (meaning adding new features and functionality, in addition to ordinary course defect corrections), as long as City continues to receive Software support services from Vendor.

Future compatibility

Vendor warrants that all updates, upgrades, and revisions to the Software furnished hereunder will be implemented in such a manner as to maintain backward compatibility with the previous version or release of the Software furnished hereunder, under the Agreement, or under any other agreement issued pursuant to this Agreement, so that such previous versions or releases shall continue to be operable with the Software as updated, upgraded, or revised, in materially the same manner and with materially equivalent performance.

Vendor shall provide to City any and all modifications to each Application that may be required to enable such application to operate in conjunction with any new generally available releases and versions of the operating system, database and other computer programs with which the installed version of the Applications is designed to operate as soon as Licensor has installed and operated said modification for its own internal use or for the use of any one of Licensor's other commercial customers.

Software Enhancements and Coverage

Vendor will supply City with any improvements or modifications ("Enhancements") to the software which are announced by the Vendor to be generally available with or without charge to users of the Software, including all related user documentation. City will furnish access to City's equipment and Software for the installation or loading of the enhancements, which will be accomplished by the Vendor in cooperation with the City.

Vendor will provide its reasonable effort to correct or replace software and to remedy any programming error, which is attributed to the Vendor, and which significantly affects performance of the software. Such correction, replacement and service will be promptly accomplished after City has identified and notified Vendor or any such error in accordance with agreed reporting procedures.

City agrees to provide Vendor with audit trails and other data, and with sufficient support and test time on City's computer system to duplicate the problem and to verify that the error has been fixed.

Maintenance and Support Services

Software maintenance and support shall commence after one (1) year warranty period ends. The City expects that all maintenance and support services shall be included as part of the annual fees offered. Maintenance and support will be paid annually after the one (1) year warranty period ends.

Toll free telephone support should be provided 24 hours, 7 days a week for technical and functional product questions. Online support capabilities should also be provided 24 hours, 7 days a week with the ability to request support online and the ability to review support requests from other users.

Software fixes, patches and service pack releases must be supplied at no additional charge to the City and should be performed by the Vendor.

Vendor warrants to City that it shall perform the services and provide the deliverables required by resulting contract in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized information technology services firms in performing services of a similar nature. Further, Vendor represents, warrants, and covenants that it shall provide the services or create any deliverables using only proven current technology or methods unless otherwise mutually agreed by the parties.

8. SaaS (Vendor Hosted) Requirements

As used herein, "Software as a Service" shall mean a style of computing whereby Vendor delivers to the City, as a service, scalable and elastic IT-enabled capabilities (applications, development platforms, infrastructure, and/or other services) that reside outside the City and are accessible via the internet.

Vendor shall provide the computer power, storage, and networking infrastructure as necessary to run the SaaS application software and ensure the application is available to the City on-demand. Vendor assumes all responsibility for the computing environment supporting the hosted applications and ensuring the applications, databases, updates, and operating systems meet industry standards and applicable federal and state laws.

Vendor shall, at all times, provide secure physical facilities for storing the City's Data. Vendor shall use its best efforts to assure all such facilities will, to the maximum extent practicable, protect the City's stored Data from physical threats, natural disasters, hostile elements, and any form of intrusion or access by other parties.

The Vendor must demonstrate that it has implemented and will maintain appropriate technical and organizational measures, internal controls, and information security routines intended to protect customer data against accidental loss, destruction, or alteration; unauthorized disclosure or access; or unlawful destruction. Evidence of third-party audits by recognized auditors as independent validators of Vendor's compliance with regulatory (FISMA, NIST, PCI DSS, ISO 27001) policies and procedures for security, privacy, continuity and compliance may be required.

Vendor shall, at all times, provide the highest-level security, including, but not limited to, encryption technology, for all Data at rest and in transit and shall provide the most up- to-date and comprehensive storage processes and security methodologies that are appropriate for any such Data. Vendor shall provide the City an objective third party attestation that Vendor's application has been tested for common security vulnerabilities as articulated by the "OWASP Top-10". Upon request, Vendor shall provide to City a copy of Vendor's Information Systems security policy. Vendor shall assure its security processes and methodologies are consistent with any City Information Systems security policies. City is specifically authorized, at any time and at its own expense, to review, test, and retest all such storage and security measures, and Vendor shall assist the City in performing its reviews and tests. Vendor shall immediately cure any security deficiencies to the City's satisfaction.

The Vendor shall provide offsite Data backup storage via media or SaaS application via internet (i.e., Cloud), including rotation, retention, and periodic testing of data backups. Vendor shall use its best efforts to provide backup or replication procedures to assure the City's Data is secure and reasonably available at all times during City working hours. Vendor shall provide and implement testing and disaster recovery programs and shall demonstrate same to the City's satisfaction.

The Vendor shall arrange for prompt retrieval of accurate, reliable, and auditable Data storage records and records of destruction as the City may require.

Vendor shall preserve the Data for any record retention periods as the City may specify. Unless otherwise instructed by the City to destroy any Data, Vendor shall return all Data in a mutually agreed upon media state no later than seventy-two (72) hours following termination of the City Services Contract or other predetermined periodic schedule agreed to and attached to the Contract.

Vendor shall provide temporary hosting to allow access to hosted City data following the termination of the City Services Contract to ensure business continuity.

The City shall own all right, title, and interest in the City's Content and Confidential Information. The Vendor shall not reproduce, disclose, publish, sell, or otherwise use the City's Content in any form or manner. The Vendor has no rights of access to or use of the City's Content other than as strictly required to perform services pursuant to this Contract. Vendor's use or disclosure of the City's Content or any other Confidential Information without the City's express, written consent is prohibited and grounds for immediate contract termination.

The City herby designates the following as City's Confidential information: All City Content provided hereunder, including, but not limited to records, files, forms, documents and other content regardless of format; Meta-Data either described or embedded in the Content and City documents; current and prospective City employee and

applicant information, including, but not limited to, names, addresses, social security numbers, email addresses, and telephone numbers; and such other Confidential Information as may be designated by the City to the Vendor.

9. Security Incident or Content Breach Notification – SaaS

The Vendor shall inform the City of any security incident or content breach.
- Breach Reporting Requirements: If the Vendor has actual knowledge of or reasonably believes there has been a content breach that affects the security of any City content, the Vendor shall:
    o notify the City's IT department and the Contract Administrator as soon as practicable and in no event later than 24 hours after the breach, and
    o take commercially reasonable measures to address the data breach in a timely manner.
- The Vendor shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services.
- Unless otherwise stipulated, if a data breach is a direct result of the Vendor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Vendor shall bear the costs associated with the following:
    o the investigation and resolution of the content breach;
    o notifications to individuals, regulators or others as required by state and federal law;
    o a credit monitoring service required by state or federal law;
    o a website or a toll-free number and call center for affected individuals; and
    o completing all corrective actions as reasonably determined by the City.

10. Non-performance Premise and SaaS

In instances of software outage, City may be reimbursed for service time outage. A non-performance fee will be deducted based on the amount of outage time, if any, over the calendar year.
"Uptime" means all periods of time during which a user can log into the City's System, retrieve a form, and log out.
- Normal maintenance that is scheduled with approval of City will not be considered to be a system outage.
- Upon City's request, Vendor will make available City's downtime reports calculated on a monthly basis.
- Desired uptime is 24 hours a day, 7 days a week
- Annual or monthly hosting invoices will be adjusted for system availability issues as follows:
    o If uptime falls between 98 – 99.9% of the monthly desired uptime, City will receive a 10% discount on the monthly fees
    o If uptime falls between 90 – 97.9% of the monthly desired uptime, City will receive a 20% discount on the monthly fees
    o If uptime falls below 90% of the monthly desired uptime, City will receive a 100% discount on the monthly fees
- Vendor shall provide the City with a minimum of forty-eight (48) hours advance notice for scheduled maintenance, unless in the event of an emergency when notice shall be provided as soon as possible.

The City's desktops connect to the Internet through a single 1000MB/s fiber connection to our Internet Service Provider and backed up by a 100MB/s redundant connection (Upgrade to 1000MB/s underway). Our security is built on redundant firewalls. Rule base is vetted and approved by the City's IT department, rules must be specific as possible to prevent unauthorized access to the City's network and systems, and at a minimum we require destination IP, port, and protocol. Active Directory is utilized for authentication. The City leverages Direct Sync to publish Active Directory to Microsoft Azure for cloud-based authentication and is our preferred method of providing single sign on.

11. SaaS Data/Disaster Recovery Requirements

In the event that a hosted solution is proposed, the Vendor must indicate the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. The Service Provider will detail their solution to include:

- Procedures for off-site storage of information;
- Capabilities and availability of alternate processing, communications, and operations facilities;
- Plans for maintaining business processes, including communications with the City, the City's customers, and suppliers of goods and services.
- Estimated time to recover from disaster events, and service level expectations for business continuity following a disaster;
- Cost to the City, if any, for disaster recovery services; and
- Documented disaster recovery and business continuity plan, including dates of disaster recovery tests and schedule for future tests.

12. Preliminary Fit/Gap Analysis

The City may request that the leading Vendor(s) perform a preliminary Fit/Gap analysis as part of this Request for Proposal process, at no cost to the City. This Fit/Gap process may be used to help establish or negotiate Fixed Price terms and preliminary milestones for the implementation process, though milestones may be revised after any Fit/Gap process at the start of the project. The City may also request that the leading Vendor(s) consider adding critical features to the Vendor's software baseline.

13. Implementation

The City is seeking a Vendor that will provide a proven, effective, and carefully structured approach to implementation of the chosen system. In this context, implementation refers to all efforts required to provide a complete functioning system, and to prepare the City to use it effectively. This includes project management, project design, software installation/setup, software configuration, initial asset management setup, user interfaces, pilot testing, change management, data conversion/migration, end user/technical documentation, training, rollout and deployment, and post-implementation support. For each of the items listed here and, or further describe below, clearly describe how the firm would implement in the work plan and project approach.

14. Initial Asset Management Setup

The proposed vendor shall provide asset management setup and transition to assist in getting essential functions from existing systems onto the new software program. Vendor shall supply a set number or full service asset setup to ensure that the selected system is able to facilitate all asset management requirements. This should include unique asset setup, data migration and workflow generation.

15. Data Migration and Conversion

The proposed software solution should have the ability to capture and convert historical data up to 5-years or of similar length. Develop historical data bank to reference prior work experience with new system to use historical data as a reference. Vendor should have experience integrating variety of existing asset information into one singular system.

16. Training

The vendor will be required to train key circulation, technical services, system administration, and end users in the use of solution. Vendors shall document in the proposal response their training programs in detail, including description of training manuals, areas covered, number of people who will be trained, levels of staff and management to be trained, hours of training and other information that will allow for evaluation. The goal of training is to be able to

transition the software to the City without altering daily work activities and have all relevant staff able to use this program during their daily work routine.

- Training will be performed by the vendor.
- Training will be conducted at a City facility or virtual environment to be determined.
- The City requires user manuals, plus any other materials that are typically distributed during training.
- The City requires that manuals be available in electronic format with unlimited distribution within the City, and shall be supplied free of charge.
- The City requires unlimited interaction with the Vendors sales staff and technical support staff during installation planning, the installation phase, and follow-up immediately after such installation.
- Introductory operator/user/staff training shall be provided at no charge.
- Vendor to provide as-built documentation.
- Train-the-trainer training shall be provided, on overall system navigation and functionality to familiarize staff with overall software environmental and daily work function.
- Training shall include but not limited to: OMS system integration, request management, work management, asset management, resource management, app functionality, and administrator roles;

17. Proposal Questionnaires

Vendors are to read and completely answer each question contained within the Proposal Questionnaires with Sections II and III of this RFP. This includes written questions as well as a formal software matrix to determine suitability for required software. Proposal Questionnaires will be used to determine which proposed business model is in the best interest of the City. The City is the sole judge as to determining what is in the best interest of the City.

18. Pricing

Vendors shall complete the RFP price sheet and submit with RFP Response. Proposed pricing shall include all software, hardware and services required to provide the proposed fully functional solutions that meets or exceeds all requirements of this RFP.

Proposals shall be submitted on the forms provided. Should vendor need to provide additional information, they may do so by attaching additional sheet(s) to the proposal form

19. Payments

The City will pay the vendor for each phase of the contract as follows:

- Payment milestone(s) and receipt of invoice(s). Milestones percentages are subject to negotiation. The City will not issue payment upon execution of contract, but only for actual services performed and products received.
- Paid after delivery of the training has been completed and receipt of invoice. Percentage to be negotiated.
- Thirty-five percent (35%) upon Final System Acceptance and receipt of invoice. The system will be formally accepted when the software performs as proposed and successful correction of problems and any deficiencies noted during implementation.

Failure to successfully complete a milestone(s) or a portion thereof may result in the City adjusting payment(s) to reflect vendors performance.

D. Projected Project Schedule

The Contractor shall accept that time is of the essence in association with implementation of proposed software solution. It is expected that a proposed project schedule be presented at project kickoff.

TASK	TARGET DATE
RFP Issued	October 2, 2024
Pre-Proposal Conference Call	October 16, 2024
Offeror's technical questions accepted via Collaboration Portal	October 22, 2024 @ 2:00 pm EST
Addendum to RFP issued, if any	October 29, 2024
Proposals due to the City	November 12, 2024 @ 2:00 pm EST
Contractor interviews and demonstrations, if required	December 2024
Contract Award	January 2025

The Contractor is expected to provide implementation and go-live software product support within 12-months of contract award.

E. Procurement Contact

The sole point of contact at the City for purposes of this RFP, prior to the award of any contract is:
     TJ Ellison, CPPB
     City Hall – Procurement Department
     111 Maryland Avenue
     Rockville, MD 20850
     Telephone: (240) 314-8436
     Email: tellison@rockvillemd.gov

F. IT Contract Administrator

The designated contract administrator(s) following contract award will be:
    Steve Beavers, Application Development and Enterprise Systems Manager
    111 Maryland Avenue
    Rockville, MD 20850
    Telephone: (240) 314-8191
    Email: sbeavers@rockvillemd.gov

G. Subject Matter Experts

The designated Subject Matter Experts following award will be:

Enterprise Asset Management:
Mike Onzay, GIS Asset Data Manager
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8518
Email: monzay@rockvillemd.gov

Robert Beidler, Parks and Facilities Project Manager
14625 Rothgeb Drive
Rockville, MD 20850
Telephone: (240) 314-8704
Email: rbeidler@rockvillemd.gov

Customer Relationship Management:
Dave Gottesman, Assistant City Manager
111 Maryland Avenue
Rockville, MD 20850
Telephone: (240) 314-8105
Email: dgottesman@rockvillemd.gov

H. Confidential Information
The Contractor agrees that all confidential information shall be used only for purposes of providing the deliverables and performing the contract.

Some material to be reviewed by the Contractor in performance of a contract will be of a confidential or proprietary nature. The Contractor must not divulge such confidential or proprietary information to any party other than the authorized staff of the City, the City Council, or other City officials directly involved.

Where services require the Contractor to access the City's electronic information resources and/or it's electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

http://www.rockvillemd.gov/documentcenter/view/74

I. Compliance with Contract
The City of Rockville will decide all questions, which may arise as to the quality, or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the requirements, Request for Proposal, Offeror's proposal and contract, as well as, acceptable fulfillment of the contract on the part of the Offeror.

J. Proof of Compliance and Laws
When required, the Contractor shall furnish the City of Rockville with satisfactory proof of its compliance with any and all Federal, State and Local laws, statutes, ordinances, rules and regulations, as well as, any and all orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract.

K. Pre-Proposal Vendor Questions
Technical and contractual questions pertaining to this RFP must be submitted via the Collaboration Portal.

Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City.

To ensure fair consideration for all vendors, any interpretation made to prospective vendors will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed vendor. Such addendums, if issued, will be posted at the address listed below:

http://rockvillemd.gov/bids.aspx#bids

Please note, that it is the vendors responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

SECTION II

Request for Proposal

QUESTIONNAIRE A

Proposal Questionnaire A
Return this Section with your Response

A. Proposal Questionnaire Instructions

This document has been issued in a Word format to allow the responding firm the ability to provide the requested information, answer questions within the actual documents.

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, and presentations if requested. All proposals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Responses to proposal questionnaire and related documents, exhibits, etc. are to be organized in the same sequence as presented in the questionnaire. Supporting documents, exhibits, etc. not clearly identified to correlating question will not be evaluated. The evaluation committee shall have the final determination to what is considered "clearly identified".

The City emphasizes that you should concentrate on accuracy, completeness, and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

B. Mandatory Compliance – Questions 1 through 3

Firm expressly certifies that together with its sub-contractor(s) it fully meets or exceeds all the requirements listed below and that it has the commitment and resources to satisfy these requirements. A "No" response to any one question (1 through 3) will remove your firm from the evaluation process.

	Yes	No
1. The software must currently be implemented and in use by government agencies in the United States		
2. Proposed solution is not an Alpha or Beta or custom developed system.		
3. Proposed solutions must be 100% compatible with the City's use of Microsoft products including but not limited to MS SQL Server, MS Outlook, MS Excel, MS Server Software, Edge with forward browser compatibility for any browser add-ons required.		

How to Respond

The vendor should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. You may provide exhibits should you believe that this would be beneficial. However, all proposals submitted for evaluation must include, but are not limited to, answers to the questions in this questionnaire as presented below:

Vendors must respond to each question in the same sequence as below, providing a response and indicating "Yes" or "No" for the questions requiring a "Yes" or "No" response. Failure to do so may result in your firm's response being found non-responsive.

C. Qualification and Experience of the Firm

1. Provide a general overview and brief history of your firm, including parent and/or subsidiary companies, expertise, number of employees, stability and capability and experience installing and maintaining the proposed solution. **Must be placed in Tab C**

2. Describe applicable and pertinent technical qualification of your firm, including all contracts awarded with similar responsibility and scope.

Response:

3. How many years has your firm been in business providing the proposed solution contained in this RFP?

Response - must be a numeric response:

4. Explain how your firm's structure and resources will enhance the installation and support of the proposed solution.

Response:

5. Describe how your firm will assure all requirements contained in the scope of work and questionnaires A and B are met?

Response:

6. Has this company gone by a different name in the last five (5) years?   Yes ☐   No ☐
   If yes, please explain below

Response:

7. Does your company have all required Federal, State, and local   Yes ☐   No ☐
   certifications, licenses and permits required for the operation of the
   business conducted by the Contractor in the state of Maryland?

8. If your company is awarded the contract, how many days would your company require in order to be able to fully provide services?

Response:

9. Does your firm have the level of competence in successfully selling,   Yes ☐   No ☐
   implementation and maintenance and support of the proposed
   solution?

   If no, please provide an explanation below.

Response:

10. Within the previous five years has your firm been debarred from   Yes ☐   No ☐
    contracting with any local, state, or federal governmental agency?

    If yes, explain below.

Response:

11. Within the previous five years has your firm used any sub-contractor to   Yes [ ]   No [ ]
     perform work on a government contract when that sub-contractor had
     been debarred by a governmental agency?

     If yes, explain below.

Response:

12. Has a contract been terminated by a client within the last five years and   Yes [ ]   No [ ]
     on what basis?

     If yes, please explain.

Response

13. Specify the number of current government clients in the United States for which you have installed
     the proposed solution.

Response – must be a numeric response:

14. Specify the number of current government clients in the Maryland, Virginia, and D.C. area for
     which you have installed the proposed solution.

Response – must be a numeric response:

D.   Financial and Legal

1. Is your firm in the process of or in negotiations toward being sold or   Yes [ ]   No [ ]
    merged with another firm?

2. Has your organization, its affiliates, subsidiaries, or its parent company   Yes [ ]   No [ ]
    ever filed for bankruptcy law protection?

3. Has your organization, its parent, affiliate, or any subsidiary companies   Yes [ ]   No [ ]
    ever been subject to any regulatory action by the federal, state, or
    securities authorities?

4. Is your company currently involved in arbitration for any reason?   Yes [ ]   No [ ]

    If yes, please explain.

Response:

5. Has your firm had any Internal Revenue Service (IRS) related liens   Yes [ ]   No [ ]
    assessed in the last 10 years?

6. Has your firm received notice of and/or in litigation about patent   Yes ☐   No ☐
    infringement for the product and/or service that your firm is offering to the
    Agency?

    If yes, please explain.

Response:

7. Does your firm have outstanding judgments pending against it?   Yes ☐   No ☐

E.   Qualification and Experience of Assigned Personnel

Project Manager

1. Provide the Project Manager contact information and qualifications, including the number of
    implementations for the proposed solution (placed in Tab 4) that will be assigned to resulting contract.
    Project Manager is the person responsible for implementation of the proposed solution and services.

    Project manager will coordinate all management and activities relating to this project. Task activities shall
    include, but not be limited to, project administration, record keeping, progress reporting, project
    scheduling and coordination of all project related meetings.

    Once identified, the project manager cannot be changed without the approval of the City of Rockville.

    Project Manager Name: _____
           Phone Number: _____
          Cellular Phone _____
             Fax Number: _____
         E-mail Address: _____

Qualifications Response:

2. Provide an affirmative statement of the Project Managers authority to make significant decisions relevant
    to the project, and that has direct access to the Contractor's top management for resolving problems
    beyond the Relationship's direct authority.

Response:

Staff – Implementation

3. Provide a staffing plan for work under this RFP, and indicate the roles, responsibilities, number of
    implementations of proposed solution and a brief overview of the experience and background for each
    team member. **Response may be placed in Tab 4**.

Response:

4. Do members of your firm hold current security, audit, process engineering or other industry certifications for other federal and/or NIST compliance related to you SaaS offering? Please list and provide expiration date or date of next scheduled re-certification.

> Response:

F. **Proposed Solution**

1. Name the products that you will provide in response to this RFP and describe them.

> Response:

2. Does your solution have the ability to move from a SaaS to an on-premise licensing (and vice versa)?   Yes ☐   No ☐

    If yes, please explain.

> Response:

3. Does the proposed solution have the ability to function on different versions at the same time? Describe the process of infrastructure upgrades and management of software upgrades.

> Response:

4. Is the data center where software is hosted in the USA?   Yes ☐   No ☐

    If no, please explain.

> Response:

5. What is the data residency for the software (City required USA)?

> Response:

6. Does your solution have API integration capabilities?   Yes ☐   No ☐

    If yes, please explain.

> Response:

7. Does your solution limit the length of each data field?   Yes ☐   No ☐

    If yes, please explain.

> Response:

8. Does proposed solution allow searching, filtering, editing by various attribute category?

   Yes ☐ No ☐

   If yes, please explain.

Response:

9. How many customers are currently running fully developed proposed production versions (not experimental or test versions) of the product?

Response – must be a numeric response:

10. Will the proposed solution address all functional requirements contained within this RFP?

    Yes ☐ No ☐

    If yes, please explain.

Response:

11. Does your solution allow users to migrate existing historic data (Hansen 7.7, Excel, etc.) to the new solution?

    Yes ☐ No ☐

    If yes, please explain.

Response:

12. Does the proposed solution allow a user to import outside GIS data to assets as well as being able to update and generate data?

    Yes ☐ No ☐

    If yes, please explain.

Response:

13. Does your solution support associated financial processes – e.g. billing/invoicing, invoice reconciliation, etc.?

    Yes ☐ No ☐

    If yes, please explain.

Response:

14. Does you solution offer a permitting module?

    Yes ☐ No ☐

    If yes, please explain.

Response:

15. Does your solution support dedicated graphics such as customers' corporate standards for logos, headers, and footers?   Yes ☐   No ☐

16. Provide detailed system architecture documentation, include system, network, security, and traffic flows to assist City of Rockville Information Technology.

Response:

17. Please describe proposed solutions licensing model.

Response:

18. Based on the information provided in the scope section of the RFP pertaining to the City's data, what would you propose for handling the data migration and conversion process to your proposed solution?

Response:

19. Describe the approach to software updates, revisions, and corrections. Include expected lifecycle of prior software versions.

Response:

20. Provide data formats for attachments that can be stored within assets.

Response:

21. Please describe mobile infrastructure and methods for mobile workforce to interact with software.

Response:

22. Describe the ability of a user to utilize the software solution including an external and internal customer.

Response:

23. Provide detailed system architecture documentation, include system, network, security, and traffic flows to assist City of Rockville Information Technology.

Response:

24. Provide options for Advanced Authentication (Two Factor Authentication), IP access restriction, and/or security challenge questions upon access from an unknown or previously used location.

Response:

25. Describe your physical security including any industry recognized security certifications and how the City's data will be protected from intrusion, theft, or corruption.

Response:

26. Does your solution have a restore process when data is lost, corrupted, etc.? If so, please describe.

Response:

27. Does your proposed solution provide a daily backup of the data?   Yes [   ]   No [   ]

    If yes, please explain below.

Response:

28. Describe in detail your hosting platform including any third-party providers.

Response:

29. Does cloud based hosted solutions shall have environmental safeguards of data centers such as: Fire detection and suppression, uninterruptible power supplies, power generator management, climate control?   Yes [   ]   No [   ]

    If no, please explain.

Response:

30. Describe the security capabilities of the proposed solution, and your company's security procedures to include handling of electronic data, hard copy information, physical security and employee security. If the software/hardware will store regulated data (PCIDSS, HIPAA, NCIC/ACIC, DOJ, etc.) please include relevant compliance letters. Response must include any third-party data center to provide the service, data storage or processing.

Response:

31. If using additional subcontractors anywhere within your process or infrastructure describe your contractual and working relationship with them, including how long you have worked with them, exactly what services they are providing, where they are located, and how long are your current contracts in place for and what extension options do you have.

Response:

32. Describe what process you use to assure prompt and available access and uptime to your software.

    A) Do you have a documented and tested disaster recovery plan (DRP)?
    Response:

    B) How often to you test your DRP?

Response:

C) Will you provide a copy of your DRP with your proposal submission?

Response:

D) Do you have redundant data centers?

Response:

E) If so how many and of what size, configuration, capacity?

Response:

F) If not, what is your Service Level Agreement (SLA) for restoration of service under your DRP?

Response:

33. Describe what your actual average standard program uptime availability and response times have been in the past 12 months; describe your testing / deployment methodology and frequency.

Response:

34. Describe what storage process you currently use, explain how data is secured at rest and in transit.

Response:

35. Describe what security methods you employ to protect data from a cyber attack.

Response:

36. Describe how you encrypt data. In your response receive / store / process and transmit encrypted data that is provided to your software by the City. If you do not store encrypted data, please indicate so in your response.

Response:

37. Describe how your web interface and exchange of information (data) uses standard SSL (Secure Socket Layer) or TLS (Transport Layer Security), if the one of the preceding is not used explain what method of data security is utilized.

Response:

38. Does your proposed solution include security audit reports?　　　Yes　　☐　No　☐

If yes, please list and describe.

Response:

39. Does your proposed solution include customer access to all security breach reports and corresponding logs?　　　Yes　　☐　No　☐

If yes, please describe.

Response:

40. Does your proposed solution allow customer access to your firm's security and audit reports?   Yes ☐ No ☐

If yes, please describe.

Response:

41. Describe the method, condition and format you use to return City data upon expiration or cessation of use of resulting contract. What processes do you have in place to provide regularly scheduled interim (i.e., quarterly or every 6 months) return of City data in lieu of expiration or cessation of the contract or your services?

Response:

42. Describe your recent 3 year past history of year to year renewal rates and discuss the stability of rate structures going forward for the next 5 years.

Response:

43. Vendor must indicate the capability to recover from natural, human-caused, and electronic disasters (including security compromises) that could interrupt service to the City and the City's customers. Vendor will detail their recovery solution to include the following:

- Procedures for off-site storage of information;

- Capabilities and availability of alternate processing, communications, and operations facilities;

- Plans for maintaining business processes, including communications with the City, the City's customers, and suppliers of goods and services.

- Estimated time to recover from disaster events, and service level expectations for business continuity following a disaster;

- Cost to the City, if any, for disaster recovery services; and

- Documented disaster recovery and business continuity plan, including dates of disaster recovery tests and schedule for future tests.

Response:

44. Please describe proposed solutions licensing model.

Response:

G.   <u>**Software Implementation, Maintenance, Support, Warranty and Upgrades**</u>

<u>Understanding of the Project and Approach to Performing the Required Services</u>

1. Discuss challenges and/or major issues your team has identified on this project and how you intend to address those issues.

> Response:

2. Describe your firm's project management approach through the project's lifecycle phases.

> Response:

3. Describe systems and methodologies used for planning, scheduling, estimating, and designing the project to insure expected results for the City and Contractor?

> Response:

<u>Implementation and Milestones</u>

4. Provide a detailed implementation plan. Plan must include the following:

   - Estimated timeline

   - Milestones

   - Tasks

   - Deliverables

   - Hours

   - Days/Months

> Response:

5. Please describe any test systems that will be available for realistic testing prior to solution launch. Include any associated costs.

> Response:

6. Please describe your processes for handling and processing change requests through your offices and the City of Rockville Procurement Division.

> Response:

7. Please discuss any actions or decisions that can be made to accelerate implementation or reduce costs.

Response:

Implementation – Agency

8. Describe duties/roles and responsibilities that will be required of City staff to assist with the implementation including programming, training and time.

Response:

Support

9. What are the days and hours of operation for the customer service unit and help desk? Specify the time zone.

Response:

10. Describe the responsibilities of the customer service personnel and help desk, including the chain of command for problem resolution.

Response:

11. What is the turnaround time for an on-site service call?

Response:

12. Is the customer service and help desk function performed in-house, or is it outsourced?

Response:

13. If outsourced, provide center location(s).

Response:

14. If the City calls in with a problem (e.g., system is down or not functioning or has questions), what level of support do you provide, and what is your timeline for resolution?

Response:

15. Does your firm have factory-trained technicians stationed in Maryland for onsite hardware support and service?   Yes ☐   No ☐

16. Are technicians dispatched from a central call center?   Yes ☐   No ☐

17. Can service requests be done on a 24-hour basis using a toll free 800 number or online?   Yes ☐   No ☐

Please explain this process:

18. Does the solution have a community forum or solution center to review issues other users have had with software?   Yes ☐ No ☐

Response:

System Enhancements and Upgrades

19. Explain how often new versions of the product are released. Describe the process for requesting enhancements and how they are prioritized. Provide a summary of release history within the past two to five years **(Response should be placed in tab C)**.

Response:

20. How long will older versions be supported? What is the long term plan for continued support and the solution for the City having to support the product on its own? Can a new product be offered that can be converted at no additional cost to the City?

Response:

21. How are problems fixed or patches distributed and implemented?

Response:

22. Is new or updated documentation supplied with patches and upgrades?   Yes ☐ No ☐

23. If you are proposing customized applications, will customized application(s) be upgraded along with the standard applications?   Yes ☐ No ☐

24. What will be the process to upgrade and update customized applications?

Response:

25. Is the cost to upgrade included in the annual support maintenance?   Yes ☐ No ☐

26. Provide a complete description of remote access and support options for installation of software, software updates, patches, and end user support. Describe connectivity policy including dial-up, Internet, and/or on-site support.

Response:

27. What resources will be required of the City to maintain, administer and monitor your product/service?

Response:

Warranty

28. Will the proposed system be guaranteed for a minimum period of one (1) year after signoff and acceptance against?   Yes ☐   No ☐

29. Will the proposed system be warranted and guarantee further that the software furnished is of good workmanship and materials and that the same is properly designed, operable and equipped for the proposed use by the City and is in strict conformity with the detailed Specifications (RFP, Questionnaires, etc.)?   Yes ☐   No ☐

30. Does your firm charge for annual maintenance and support during the warranty period?   Yes ☐   No ☐

H.   **Training and Documentation**

Training – End User

1.   Describe the End User Training:

    A.   Number of students per class.

    B.   Length of classes.

    C.   Maximum number of students to be trained.

    D.   Will training be offered on site?

    E.   Will you train our Training Staff so we can train our users and allow us to modify your training materials?

    F.   Class description; Specific learning objectives.

    G.   Other Information

Response:

Training - Administrator

2.   Describe the Administrator Training

    A.   Length of classes.

    B.   Will training be offered on site?

    C.   Class description; Specific learning objectives.

    D.   Other Information

Response:

I.   References

1.   List at least Five (5) government agency references of similar size and characteristics to the City of Rockville that are <u>currently</u> using the proposed solution. Please note references will not be held confidential. **Response may be placed in Tab E.**

A government agency is defined as Federal, State, County, City/Town and State/Local University/College.

The following information must be provided for each reference.

- Name of agency/firm

- Contact person(s)

- Phone number

- E-mail address

- Description of project

- In house or hosted Solution.

- Products installed and when installed

- Role of the firm, specifying services provided during design phase, i.e. implementation, cost estimation, scheduling etc.

- Project's original contracted cost and final cost

- Implementation dates

Reference #1:

Reference #2:

Reference #3:

Reference #4:

Reference #5:

The evaluation committee reserves the right to contact references provided by Offeror. Failure to provide references or a negative reference may be reason for disqualification of a proposal. The City reserves the right to contact each and every reference listed and shall be free from any liability for conducting such inquiry.

J.   Acceptance and Compliance of RFP Terms and Conditions

1.   Does your company accept all terms and conditions of this solicitation? If no, please explain.   Yes ☐   No ☐

Response:

2.   Will your firm require the Agency to sign a separate agreement or contract if selected for award of contract?   Yes ☐   No ☐

If yes, please <u>submit</u> with response to RFP. Firm's that fail to submit separate agreement will not be allowed to submit in the future.

3.   If a separate agreement or contract is required what process will your firm use to negotiate the agreement if it conflicts with the RFP terms and conditions?

Response:

SECTION III

Request for Proposal

QUESTIONNAIRE B

Proposal Questionnaire B
Return this Section with your Response

This document has been issued in a table format to allow the responding firm the ability to provide the requested information, answer questions within the actual documents.

Proposals for Alpha or Beta phase of development or custom developed will not be considered.

Vendors shall respond to each question below. The proposal questionnaire must be answered based on a single, consistent configuration.

The City reserves the right to correct any vendor selected response code(s) based on vendors explanation. It is your firm's responsibility to ensure that your explanation supports the chosen response code.

A. General System Functionality						
Importance	**Requirement**	**Fully Supported/Included/Configurable x 10**	**Partially Supported x 6** *(comments required)*	**3rd Party Product Snap-in x 2** *(vendor and product name required)*	**Not Supported x 0**	**Description or Comments**
	Modules/Functionality					
H	Asset Management					
H	Customer Relationship Management (CRM)					
H	Service Requests, Work orders and workflow					
H	Licensing					
H	Mobile Applications					
M	Project Management					
M	Contract Management					
H	Data analysis					

H	Document Management or Integration with Enterprise Content Management (ECM) Leaders					
M	Water Utilities					
M	Sewer Utilities					
M	Stormwater Utilities					
M	Street Utilities					
M	Parks and Facilities Maintenance					
	General System Requirements					
H	ADA Section 508 Compliance					
H	Language Availability					
H	PCI/DSS Compliance					
H	PII Compliance					
H	ESRI/ArcGIS Integration					
H	Custom Reports and Queries					
H	Knowledge Base Integration					
H	24/7/365 Online Availability					
H	Workflow Override					
H	Field Options Configuration					
H	Employee Labor Tracking					
Technical System Requirements						
	General					
H	Status information shall be available via the internet (365/24/7 except for maintenance periods).					
H	System shall have the ability to be 100% web-based and web-accessed (VPN access not needed to use the system).					

M	System shall integrate with Office 365 (Word, Excel, Outlook)					
L	System shall provide a centralized data dictionary that fully describes table structure and appropriate levels of metadata.					
H	System shall provide a minimum of 99.9% uptime excluding scheduled maintenance.					
L	System shall provide a Software Development Kit (SDK) to allow staff and others to customize and configure new applications based on the vendor's system.					
M	System shall support and is compliant with Service Oriented Architecture (SOA).					
H	System shall provide the ability to setup individual user settings to include log off timing etc.					
H	System shall provide industry standard Application Programming Interfaces (API), adapter development kits, or similar enterprise application integration (EAI) tools to facilitate data transmission and exchanges.					
	System					
H	System shall use network logon credentials and MS Active Directory to assign permissions.					

H	System shall have role-based security where users or groups of users can be assigned multiple roles – modify, view, or to restrict access control.				
H	System shall maintain an audit trail with time and date functions and have the ability to recover data deleted from audit trail.				
H	System shall allow the default account administrator password to be changed.				
H	System shall have various roles/permissions based on positions and staff positions within a department to set schedules, jobs and daily tasks.				
	Security				
H	Ability to have adequate security features to restrict changes to records based on defined criteria (e.g. stage in workflow) with override capabilities.				
H	System shall integrate with Cisco Single sign on (SSO).				
L	System shall use encrypted communication (e.g., TLS, SSL) during authentication, if not integrated with a single sign on system.				

H	System shall use encrypted communication (e.g., TLS, SSL) for all application functions, including traffic between application tiers.				
	Data Structure				
H	System shall use database best practices for table indexing to optimize system performance.				
H	System shall use human-readable table and column names to support ad-hoc queries and reporting.				
H	System data shall not be in a proprietary format, and can be query and extracted using standard tool to allow for use in the City's Open Data initiative.				
	Software Solution (Cloud/SAAS)				
H	System shall provide backup/recovery in the case of data lose. Provide fee if required.				
H	System shall provide data Encryption at rest.				
H	System shall interoperate with existing Cisco Duo Single Sign On (SSO).				
M	System shall support additional non-production environments for development, test/staging, and training.				

H	System supports cloud Backup and Recovery software including the ability to back up the database while in use if internally hosted.				
M	The Tier 1 and 2 are capable of running in a virtually hosted server environment (VMware vSphere 6.0).				
M	System should support hardened virtual image.				
H	Supports a Windows 2012 or above and 64-Bit operating system.				
H	Supports a 64-bit Microsoft SWL Server 2012 or above DBMS.				
H	Supports native connectivity (as opposed to ODBC) between application and the DBMS				
	User Interface				
H	System shall spell check text fields and text entry.				
H	System shall provide visual cues for required information.				
H	System shall perform mass edits on multiple records or assets.				
H	System shall allow user to select data from configurable drop-down or pick lists that can be populated from the database to ensure data consistency.				
H	System shall allow pre-populate / auto-populate defined fields based on stored data (i.e., pre-populate customer				

	address info when customer number is selected, etc.).				
H	System shall have consistent "look and feel" interface across modules and activities to minimize training and administration.				
	Integration				
M	Ability to interface/integrate with CGI-AMS Advantage (General Ledger, Escrow Accounts)				
M	Ability to interface/integrate with Oasis Billing System.				
M	Ability to integrate with DocuSign.				
Training & On-going Support Requirements					
	General				
H	Thorough hands-on training and written documentation for City technical staff regarding system installation, setup, and configuration.				
H	Customizable hands-on training sessions based on application and functional content, allowing users to attend sessions relevant to their specific job functions				
H	Ability to provide City-specific training content and documentation in electronic form.				
	Support				
H	Functional online database of active information on software use that allows				

	searching a self help for users.				
M	Context-sensitive help feature within the system.				
H	Capability to prioritize and escalate issue and bug resolution, with a description of the process.				
H	System shall supply a help desk or similar problem ticket system.				
	Upgrades				
H	Notification of software updates and patches, specifying release, upgrade, fix, and patch frequency, as well as notification procedures.				
M	System should provide a Self-Service site for obtaining all release components necessary to execute an upgrade.				
H	Capability to perform incremental, feature, or fix-specific upgrades instead of the entire package.				
H	Ability to trace dependencies in the system to determine the impact of configuration or release changes.				
GIS Requirements					
	General				
H	Ability to interface to Esri ArcGIS system through ArcGIS Server REST services.				
H	Should use GIS data (from server, from ArcGIS Online) as an authoritative source.				

H	Ability to read and write data back to the authoritative GIS asset layers.				
H	System shall display maps of the work orders assigned and what groups/workers they are assigned to.				
H	Shall provide users with basic tools and services associated with GIS software to include but not limited to measuring, highlighting etc.				
H	System developer shall be a ESRI Business Partner.				
H	Ability to read related tables in a geodatabase to support vertical asset management				
H	Ability to use data from ArcGIS Online and/or ArcGIS Enterprise to support asset management practices (basemaps, road layers, building footprints)				
H	Ability to pull work order details (equipment, labor, materials, location, etc.) through API to visualize and analyze data in ArcGIS				
H	System must be configurable for unlimited asset types and asset groups without additional licensing costs				
H	Must support multiple map services, specific to users or groups of users, to meet the				

	various GIS needs of each department.					
H	Ability to update asset information within the software				
H	System shall integrate with ArcGIS Online including ArcGIS field apps (Survey123, Workforce, Field Maps, etc.)				
H	System must support the ability to locate addresses				
H	System must support the ability to attach one or multiple assets to a work order, service order and inspection				
H	System must support the ability to query from the authoritative GIS servers from the Esri ArcGIS System				
CRM Requirements					
	General				
H	Ability for City Employees and external customers to perform the following interactions through the portal: service requests, information requests, and document general feedback and concerns.				
H	System shall offer dashboard for on-demand view of information tracking throughout the lifecycle of a request.				
H	System shall allow users to intake, view, assign, alert, track to resolution and report on all service and				

	information request activity and variables for accountability purposes.				
M	System shall have the ability to validate requests against jurisdictional boundaries and provide rule-based request management for requests outside city boundaries.				
H	Ability to have a "Knowledge Base" that is developed over time and allows for searching and navigating City information.				
M	Ability to assign "service level agreements" to requests (I.e. number of days) and track and report on performance against these metrics.				
	Functionality				
M	System should allow external users to register to view existing service requests.				
M	System should have ability to identify and merge requests based on topic.				
M	Should allow registered users to "subscribe" to email alerts to notify them of changes in status or events of their service request, applications, inspections, etc…				

M	System should automatically validate certain service requests/prepopulate to ensure it meets pre-determined City guidelines.				
Asset Management Requirements					
	General				
H	System shall work with GIS to add/expire asset types.				
H	System shall generate a master record that supports a wide variety of attributes, some examples include: category, sub-category, asset number, related numbers (e.g. serial number, vendor number, etc.), parent/child relationships, acquisition date, department, groups, project number, descriptions, user fields, and tasks and events logs etc.				
H	System shall track asset activities and history to determine productivity, lifecycle analysis and costs, asset types, risk management, and transition of assets throughout history.				
M	System shall upload and associate CCTV grading/stats and footages to assets. POSM				

H	System shall have the ability to track multiple stock rooms and parts inventories with assets/prices and integrate this information into a format to show costs associated with projects.				
H	System shall link service/work orders to assets automatically when and where appropriate.				
M	System should link maintenance equipment needed for repairs to an asset with calendar integration.				
M	System should assist with initial asset setup for a set number of assets.				
M	System should track equipment and have the ability to schedule and associate equipment with specific tasks.				
H	System shall allow all historic asset information to be visible when responding to a work order including surrounding historical information.				
Work Orders & Workflow Requirements					
	Workorder				
H	Workorder/maintenance scheduling on assets.				
H	Ability to schedule and change scheduling for assigned work orders on both assets and non-assets.				

H	System shall generate workflow from a service request/inspection.				
M	System should have the ability to flag work orders based on prior asset history (i.e special equipment (other assets), outstanding issues, billing problem).				
H	System shall auto generate recurring routine maintenance activities (i.e. sewer cleanouts)				
H	System shall queue work that has been approved, but not yet started.				
M	System should have the ability to define escalation/alert rules.				
H	System shall automatically populate asset information based on address or GIS coordinates (i.e. pipe type, size, clean-outs, etc.…) and any special equipment needed to perform a work order.				
H	System shall allow workflows to be edited and managed to best meet organizational needs as well as asset specific.				
H	System shall allow a user to associate all costs into a project as a roll-up of activities.				
H	System shall have the ability to associate work orders with an event (i.e. hurricane, snow storms) to				

	facilitate easier reporting for reimbursements.				
	Reporting				
H	System has the ability to send template-based electronic letters and notifications. Also can export data to other software programs.				
M	Create reports based on attributes in the system including location based reporting.				
H	Should perform GIS analysis (i.e. heat maps, proximaty analysis, field calculations, buffering, etc.)				
M	Ability to search reports and documents to identify unique parameters				
	Field Operations (Preventative and Reactive Maintenance)				
H	System shall generate a daily work log assigned to specific staff based on work orders or service requests.				
H	System shall have preset preventative maintenance selections that avoid unnecessary reactive maintenance and improve workflow.				
M	System should generate times and expectations for work being performed based on historical information.				
Mobile Applications Requirements					
	General				

H	Provide a suite of mobile applications/software to improve functionality while working in the field.					
M	System shall function over various network types, wifi and cellular.					
M	Ability to customize mobile applications and software specific to department or agency.					
M	Shall provide application tracking abilities to monitor employee effort and work time based on organization specific parameters.					
M	System should utilize built in tools such as camera, calculator, GPS etc.					

Section IV

Method of Award/Evaluation Criteria

A. Evaluation Process

Proposal responses will be evaluated as indicated below:

Phase One - Evaluation committee composed of Agency staff will review the responses and score them according to the criteria identified below.

Phase Two - After proposal responses have been scored, the evaluation committee will determine if any firms should be removed based on their overall score. Those firms retained may be invited for interviews, negotiations, site visits, and best and final Offers as determined

It is important to note that firms may be removed for non-responsiveness anytime during the evaluation process and not just at the specific points noted above.

The information and answers provided by firms through this submittal process will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work, the evaluation committee may rely on additional resources beyond the information provided by   the   firm.

B. Method of Award/Evaluation Criteria

1. Phase I: Written Proposal Evaluation:
The evaluation committee will evaluate the written proposal based on the following criteria:

Evaluation Criteria		
Tab Assignment	**Category**	**Maximum Points**
A	Vendor's Qualifications and Experience: • Demonstrated professional skills, credentials and experience of key personnel assigned to manage and conduct project management and software rollout. • Demonstrate successful work experience in similar scoped projects with adequate references. • Financial and Legal requirements • Qualification and Experience of assigned personal	20
B	Statement of Work • Clear goal-oriented plan for software implementation. • Clear well-defined timeline that meets expectations.	10
C	Functional and Technical Requirements • Descriptions of software meet expectations of the City. • Proposed solution (City-Hosted or Vendor-Hosted) • Software Implementation, Maintenance, Support, Warranty and Upgrades • Training and Documentation	20
D	References	10
E	Acceptance and Compliance of RFP Terms and Conditions.	5

		• Firm's acceptance of City terms and conditions. • Is a separate negotiated agreement required? • Reasonableness of separate agreement.	
F	Functionality Matrix – Responsiveness to Specifications		15
G	Fees and Pricing • This includes a detailed listing of all fees and costs associated with implementation of software.		10
H	Overall response of RFP. • Did the vendor's proposal provide all the necessary information requested in the RFP in a professional and organized manner? • Did the vendor's proposal cause doubt regarding its ability to complete the necessary services/tasks? • Was the vendor's proposal easy to understand and did it provide answers to questions or create more questions?		10
Maximum Total Points			**100**

Based on the collective ranking of the highest rated proposals, the evaluation committee will develop a short list of no more than three (3) vendors to continue with further evaluation through a interview process which is subject to an oral presentation and demonstration. Additional discovery may be performed to assist in selecting the short list of vendors.

2. Phase II: Interviews/Demonstration

Criteria	Points
Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and City's needs.	20
Present software to display general operation and function in City setting.	25
EAM and CRM modules/functions	25
Integration and customizability	15
Technical support and training procedure	15
Total Points	**100**

Determining Responsibility.

In conjunction with the weighted criteria being used to determine the capability of the proposal, the City may consider the proposer's ability to meet or exceed the following criteria:

1. The proposer's ability, capacity, and skill to perform the contract or provide the service within the time specified.
2. The quality of the performance of previous contracts or services including previous performance with the City;

3. Previous and existing compliance by the proposer with laws and ordinances relating to the contract or service;
4. Financial resources of the proposer to perform the contract or provide the service; and,
5. Whether the proposer is in arrears to the City on a debt or a contract; whether the proposer is in default on surety to the City; or whether the proposer's taxes are delinquent.

Evaluation Committee.

The Evaluation Committee is comprised of qualified and recommended City staff members, professional advisors, or local government staff or officials. The Evaluation Committee shall consist of members who have experience, knowledge and/or expertise in the program area and service requirements of the solicitation. The assigned buyer serves as the non-voting chair of the committee.

Initial Evaluation of Proposals.

Each proposal is initially evaluated by the Procurement Division to ensure each proposal meets the minimum criteria as set forth in the solicitation document. A proposal tabulation sheet of the essential items required by the solicitation shall be prepared by the buyer and presented to the Evaluation Committee for consideration and action. This process includes, but is not limited to the following:

1. The proposal was submitted by the deadline with all requested copies;
2. All documents requiring a signature have been signed and submitted; and,
3. Verification to ensure proper professional licenses or credentials, as required.

The City, at its sole discretion, may utilize the services of one or more independent firms, consultants, technical experts, and/or services to assist in the review or to provide an assessment, evaluation, and/or opinion as to the merits or validity of the proposer's response to this RFP.

Presentations/Demonstrations/Interviews.

Based on evaluation by the Evaluation Committee, the City may request that some or all proposers provide presentations/demonstrations to the Evaluation Committee and/or conduct interviews with the selected proposers regarding qualifications, ability to furnish the required services, and all criteria set forth herein. The Procurement Division will notify all proposers of the City's decision to request presentations/demonstrations and/or interviews, as applicable.

Best and Final Offer and Negotiations.

The City may request that the respondents provide a Best and Final Offer submittal before final determination for recommendation of contract award. The contract negotiations team will include, at a minimum, a member from the Procurement Division and a member(s) from the requesting Department. The City reserves the right to negotiate any and all elements of a contract resulting from this RFP.

<u>Notice of Intent to Award.</u>

The Procurement Division shall publicly post a Notice of Intent to Award on the City's website once an award decision is rendered.

SECTION V

Request for Proposal

PROPOSAL SUBMITTAL GUIDELINES

Proposal Submittal Guidelines
Return this Section with your Response

The following checklist has been provided to assist you in submission of your offer.
The list should not be considered completed, other information or documents may be necessary as part of your submission.
The items listed are the primary documents and information that must be completed and/or included with your submittal.
Please include any information or documents that will clarify your submittal.

Description			Included √
1.		One signed and complete original of the proposal response	
	a.	Vendor's Offer Proposal – (Attachment A) has been signed and included with response	
2.		Questionnaire A has been completed and included	
3.		Questionnaire B has been completed and included	
4.		Proposal Questionnaire exhibit (s)	
5.		Price Information completed and included. **Must be submitted in Microsoft Excel format.**	
6.		Provide copy of proposed contract with proposal response.	
7.		Acknowledgement of all addendum(s) have been included	
8.		Signed and completed City of Rockville Affidavit Form	

A. Submittal Guidelines

All proposal forms and documents as required by this RFP must be electronically filled out, signed (electronic signature is acceptable) and submitted via one combined pdf document using the City's Collaboration Portal only at:

Contract Insight - Collaboration Portal (rockvillemd.gov)

Two (2) separate electronic submittals shall be included to provide **one (1) original version and one (1) redacted version of your proposal**:

At a minimum the file name of the pdf document must be named with the [Offeror's Name_RFP 03-25_ EAM and CRM Software] AND [Offeror's Name_RFP 03-25_ EAM and CRM Software_REDACTED].

To provide each Vendor an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and must contain the following elements organized into sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s). Each proposal shall adhere to the order presented below:

1. **Letter of Transmittal:** The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the Vendor to the

services, pricing and requirements as stated in this RFP.

2. **Table of Contents:** A table of contents shall outline all contents contained within the proposal submittal.

3. **Tab A- Proposal Acknowledgment/Amendments:** This section shall include the completed proposal acknowledgement form and any amendments (addenda) to the solicitation provided as ATTACHMENT A.

4. **Tab B - Identifications of Confidential, Proprietary Commercial Information or Trade Secrets:** If applicable, information the Vendor claims to be confidential, proprietary commercial information or trade secrets shall be identified in this section. This information, along with any claim of confidential financial information, should also be disclosed. The Vendor must include an explanation for each individual claim of confidentiality.

5. **Tab C - Work Plan and Project Approach:** This section shall include a well-defined work plan consistent with the project tasks as defined in this RFP, demonstrating the ability and the strategy that will be used to complete the elements as outlined within the statement of work. The Vendor must also provide the following:

    a. Description of the firm's approach to the development of an Asset Management and Customer Relationship Management program. This should include but not be limited to project management, software installation/setup, project design, initial asset management setup, user interfaces, software configuration, pilot testing, change management, data conversion/migration, end user/technical documentation, training, rollout and deployment, and post-implementation support.

    b. Tentative timeline for each tasks and deliverables required within the project as defined in the statement of work.

    c. Description of the method by with City staff shall be notified of progress and way of handling status updates. .

6. **Tab D - Personnel and Technical Qualifications:** Submit technical qualifications of the Vendor and personnel involved in this project.

    a. Brief history of the Vendor and its structure (include organizational charts);

    b. Describe the delivery team, including any subsidiary and/or affiliate companies that will be used to satisfy the requirements of this RFP. Describe their roles on the service team and describe their capabilities to provide the services for which they are being utilized. Include a list of all existing staff resources and staff resourcing methodologies, including sub-contracting for similar work experience;

    c. Provide the Vendor's qualifications, requirements and selection criteria for personnel (including sub-consultants, if applicable) anticipated to be used to fulfill the services requested under this contract;

d. Provide resumes of key personnel (including sub-consultants, if applicable) anticipated to be used to fulfill the services requested. Resumes shall be limited to individuals who will be assigned and working on the project. Each individual resume should be limited to a maximum of one page. The resumes shall include information about pertinent expertise.

e. If applicable, describe any current litigation resulting from professional services provided by the Vendor; and

f. If applicable, provide a list of client relationships, to include public sector clients, that have been terminated in the last 12 months and the reasons each was terminated.

7. **Tab E - References:** A minimum three (3) professional references with physical addresses, phone numbers, and email addresses (if available) should be provided. They should represent the most significant projects performed, preferably with municipal governments, in the last five years that are similar to the project described in this request for proposal. The references may be both in the private or public sector, with at least two in the public sector.

8. **Tab F - Fee Proposal: The fee proposal shall be submitted to include the following:**

a. Proposed fees for the project shall be provided as a not-to-exceed lump sum fee. Proposal fee shall be itemized based on each tasks and deliverables as defined in this RFP. Fees shall include all costs associated with the performance of the service specified, including overhead, labor, materials, profit, etc. The Vendor is responsible for all travel and travel related expenses.

b. The hourly rate of principals involved in the project.

c. Proposed fees with a clear description of optional or additional services, and reimbursable costs not included in the original base fees.

Price proposal must be valid for at least (90) days following the deadline for submission.

9. **Tab G - Subcontracting:** This section should identify any of the required services that the Vendor intends to subcontract, if any, providing the following information:

a. Reason for subcontracting.

b. Proposed subcontractor responsibilities.

c. Identity and descriptive information of proposed subcontractors, including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

10. **Tab H - Required Forms/Additional information:**

a. Submit a completed Affidavit form (ATTACHMENT B).

b. Provide a statement that Vendor, if awarded the contract, will provide a certificate of insurance in accordance the City of Rockville Insurance requirements (ATTACHMENT D).

c. Each Vendor shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to the contractor. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.

d. Additional Information - Provide any additional information you wish to bring to the City's attention with respect to the Vendor's qualifications.\

SECTION VI

Request for Proposal

ATTACHMENTS

(ATTACHMENT A)

CITY OF ROCKVILLE
EXECUTION OF OFFER FORM

RFP 03-25

ENTERPRISE ASSET MANAGEMENT (EAM) AND CUSTOMER RELATIONSHIP MANAGEMENT (CRM) SOFTWARE

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL. CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

Item	Description	Unit Price	Quantity Required	Extended Price
Secs. A, B &C	**LUMP SUM PRICING**			
1.	**Lump-Sum Implementation and Training Services**	$	1	$
2.	**Lump Sum first year Software Subscription Fees (Including all necessary modules)**	$	1	$
3.	**Annual Software Renewal Fee (up to 4 times)**	$	1	$
	TOTAL LUMP SUM PRICE	█████████		
	SECTION A: Implementation and Training Services	**Hourly Rate**	**Quantity in Hours**	**Extended Price**
4.	**Project Management**			
5.	**Software Installation/Setup**			
6.	**Software Configuration, Workflow, etc.**			
7.	**Data Conversion/Integration**			
8.	**Interfaces/User Setup**			
9.	**Testing**			
10.	**Custom Reports**			
11.	**Training**			

		Unit Price	Quantity Required	Extended Price
12.	**Go-Live and Stabilization Services**			
13.	**Other (add below)**			
	TOTAL FOR SECTION A	███████████		
	SECTION B: Software Subscription (Including all necessary modules)	**Unit Price**	**Quantity Required**	**Extended Price**
14.	**Enterprise Asset Management Software**	$	1	
15.	**Customer Relationship Management Software**	$	1	
16.	**Other (add below):**	$		
17.	**Other:**	$		
18.	**Other:**	$		
19.	**Other:**	$		
	TOTAL FOR SECTION B	███████████		
	SECTION C: Annual Software & Support Maintenance	**Unit Price**	**Quantity Required**	**Extended Price**
20.	**Year 1**	$	1	
21.	**Year 2**	$	1	
22.	**Year 3**	$	1	
23.	**Year 4**	$	1	
	TOTAL FOR SECTION C	███████████		

Note: Attach to the Execution of Offer (Attachment A), a highly detailed breakdown of cost per deliverable, which includes at a minimum the data and information requested in Section III, Sub-Section (A)(4).
Note: All non-labor costs including data processing, forms, fax transmissions, telephone calls, printing and all other expenses are to be included within the pricing offered.
Note: All administrative and indirect costs are to be included within the pricing offered.
Note: No additional payment will be made for travel related expenses (e.g. – airfare, meals, mileage, lodging, per-diem, etc.).

NAME OF OFFEROR/PROPOSER_____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

EXCEPTIONS

All exceptions taken to the Request for Proposal must be clearly indicated in the space provided below. Unless noted as an exception, the Contractor will be held responsible for providing each component or standard called for. Please identify and explain any items that were marked $0 or Not Applicable (N/A) on the Execution of Offer Form.

The City Manager for the City of Rockville, Maryland retains the exclusive right to approve or reject any exception taken to the specifications contained in this Request for Proposal. It is hereby agreed that if this Request for Proposal is rejected due to an exception taken to a requirement by the offeror, the rejection taken will be final and no further action may be taken.

Do you claim an exception to any portion of this Request for Proposal?

_____

_____

ADDENDA

Acknowledgment is hereby made of the following Addenda, if any, (identified by number) received since issuance of this bid:

_____

EXECUTION
THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT <u>SHALL BE SIGNED</u> (ELECTRONIC SIGNTURE IS ACCEPTABLE) IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOPAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

NAME OF OFFEROR/PROPOSER_____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

For informational purposes only – *Is your company certified as a Minority, Female, Disabled, or Veteran-Owned (MFD-V) business:* _____ yes _____ no _____ I choose not to respond

IF AN INDIVIDUAL:

NAME:_____

_____
Street and/or P.O. Box

City	State	Zip Code	Fed ID or SSN

_____(SEAL)_____
Signature   Date

_____
Print Signature

WITNESS:_____
Signature

_____
Print Signature

IF A PARTNERSHIP:

NAME OF PARTNERSHIP:_____

_____
Street and/or P.O. Box

City	State	Zip Code	Fed ID or SSN

BY:_____(SEAL)_____
Signature   Date

_____
Print Signature

TITLE:_____   WITNESS:_____
Signature

_____
Print Signature

NAME OF OFFEROR/PROPOSER_____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT A - CONTINUED)

IF A CORPORATION:

NAME OF CORPORATION: _____

_____
Street and/or P.O. Box

_____
City   State   Zip Code   Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____(SEAL) _____
Signature   Date

_____
Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

_____
Print Signature

REMITTANCE ADDRESS (if different than above)

_____
Street and/or P.O. Box

_____
City   State   Zip Code

NOTE: Firms must use their FULL LEGAL name. Generally, a corporation's name must end with a suffix indicating the corporate status of that business (i.e., Inc., Co., Corp., etc.). Individuals or corporations may indicate trade names with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. Failure to use your FULL LEGAL name may be cause for rejection of the proposal.

CONTACT FOR ADMINISTRATION

NAME: _____ _____

TELEPHONE: _____ _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

_____

_____

NAME OF OFFEROR/PROPOSER _____
RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)
A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of

_____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
   (1) bribery, attempted bribery, or conspiracy to bribe.
   (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
   (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
   (4) a criminal violation of an anti-trust statute.
   (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
   (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
   (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]._____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16

of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title_____Date_____

NAME OF OFFEROR/PROPOSER_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT C)

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN

CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the offeror's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.

2. **SEVERABILITY** If one or more provisions of any subsequent agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

3. **PREPARATION** All bids are to be submitted electronically, in a pdf format file, via a City designated bid receipt software solution. File name of the pdf document must contain the RFP Number, Offeror's Name and the Proposal Due Date.

   Conditional bids/proposals and bids/proposals containing escalator clauses will not be accepted. Bids/proposals must be signed (electronic signature is acceptable) by an individual authorized to bind the bidder.

4. **LATE BIDS/PROPOSALS** It is the offeror's responsibility to assure delivery of the proposal at the proper time via the designated electronic, software solution. Proposals delivered in any other fashion will not be considered.

5. **PROPOSAL AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.

6. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder/proposer to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted via the city's designated electronic, software solution.

   Please note, that it is the bidder's/proposer's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions.   Failure to

acknowledge an addendum on the proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

7. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

   Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.

8. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.

9. **BID/PROPOSAL WITHDRAWAL** Proposals may be electronically withdrawn (deleted) or modified by deleting the initial file uploaded and replacing it with a modified file using the City's electronic, software solution before the time specified.

10. **MISTAKES** Bidders/proposer's are expected to be thoroughly familiar with all solicitation documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder/proposer shall carefully and thoroughly examine these documents for completeness. No claim of any bidder/proposer will be allowed on the basis that these documents are incomplete.

11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be store in a secure manner. After such records are no longer need for record purposes, the records shall be destroyed or returned to the City.

   Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

   http://www.rockvillemd.gov/documentcenter/view/74

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents,

materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.

13. **PUBLICITY** Contractor agrees that it shall not publicize any subsequent agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of the City of Rockville's name in connection with any sales promotion or publicity event without the prior express written approval of the City.

14. **INTEREST IN MORE THAN ONE BID/PROPOSAL AND COLLUSION Multiple proposals uploaded/received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected.** Reasonable grounds for believing that a offeror is interested in more than one proposal for a solicitation both as a offeror and as a subcontractor for another offeror, will result in rejection of all proposals in which the offeror is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more offerors submitting a proposal for the work. Any or all proposals may be rejected if reasonable grounds exist for believing that collusion exists among any offerors. Offerors rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

15. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.

16. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, firm Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor. No payment or reimbursement will be made for travel expenses.

17. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The firm shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager),111 Maryland Avenue, Rockville, MD 20850 or via email to the project manager.

18. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services.

19. **PAYMENT TO SUBCONTRACTOR** Within seven (7) days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

20. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.

21. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the RFP document, rates quoted are to be firm for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.

22. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Procurement Division. The submission of a bid/proposal shall be prima facie evidence that bidder/proposer thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.

23. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.

24. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

    All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

25. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked proposer, if default occurs within the initial contract period and the second ranked proposer agrees to hold its proposal price, or the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.

26. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.

27. **ABANDONMENT, DISSOLUTION AND RESTRUCTING** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City of Rockville as soon as possible but not later than thirty (30) days from date of change.

28. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

   Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

   The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

   No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City.

29. **EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

   Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

   Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

30. **GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

   The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

31. **RIGHT TO AUDIT** At any time during the term of any subsequent agreement and for a period of four (4) years thereafter the City of Rockville or duly authorized audit representative of the City, at its expense and at reasonable times, reserves the right to incrementally audit Contractor's records. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

32. **DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

33. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

34. **SUBCONTRACTING** When allowed, proposers who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted; 2) all subcontractor names, addresses and telephone numbers; and 3) the nature and extent of the work utilized during the life of the contract.

    This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

35. **RESERVATIONS** The City reserves the right to add or delete any item(s) from the proposal in whole or in part at the City's discretion without affecting the proposal prices for any item or remaining work. The City may waive minor differences in specifications in proposals provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

36. **AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

37. **INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which

the Mayor and Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

38. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.

39. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.

40. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.

41. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

    The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

42. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements,

    and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

    Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

43. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or

appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

44. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.

45. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements

may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

46. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

47. **IMMIGRATION REFORM AND CONTROL ACT** Contractor warrants that it does not and shall not hire, recruit or refer for a fee, for employment under the Contract, an individual knowing the individual is an unauthorized individual and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("the Act"), including but not limited to any verification and record keeping requirements. Contractor further assures the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the

individual from employment because of such individual's national origin or in the case of a citizen or intending person intending to become a citizen, because of such individual's citizenship status.

48. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.

49. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.

50. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the firm of record.

51. **NON-DISCLOSURE** Contractor and the City of Rockville acknowledge that they or their employees may, in the performance of any subsequent agreement come into the possession of proprietary or confidential information owned by or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Contractor or the City unless required by law.

52. **COOPERATIVE PROCUREMENT** The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this solicitation to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities. The City assumes no authority, liability or obligation, on behalf of any other public entity that may use any contract resulting from this solicitation.

(ATTACHMENT D)

INSURANCE REQUIREMENTS

Prior to execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary. The Contractor must electronically submit to the Procurement Division a certificate of insurance prior to the start of any work.

In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. *Workers' Compensation* 2. **Employers' Liability**	Bodily Injury by Accident: $100,000 each accident Bodily Injury by Disease: $500,000 policy limits Bodily Injury by Disease: $100,000 each employee	Waiver of Subrogation: *WC 00 03 13 Waiver of Our Rights to* **Recover From Others Endorsement – signed and dated.**
3. **Commercial General Liability** a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. **CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.**
4. **Automobile Liability** a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. **Form CA20 48 02 99 form to be both signed and dated.**
5. **Excess/Umbrella Liability**	Each Occurrence/Aggregate: $1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. **Professional Liability (if applicable)**	Each Occurrence/Aggregate: $1,000,000	

Policy Cancellation

No change, cancellation or non-renewal shall be made in any insurance coverage without thirty (30) days written notice to the City's Procurement Division. The Contractor shall electronically furnish a new certificate prior to any change or cancellation date. The failure of the Contractor

to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

Additional Insured

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under the contract. Additionally, the Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

Subcontractors

If applicable, all subcontractors shall meet the requirements of this section before commencing work. In addition, the Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Example:
Certificate Holder
The Mayor and Council of Rockville
City Hall
111 Maryland Avenue
Rockville, MD. 20850