

Bland County, Virginia
Request for Proposals



CAD/RMS/E-citation/Mobile Data Information System Solution

RFP#20210804

OVERVIEW

The County of Bland, Virginia, is seeking proposals from qualified firms to provide a Fully Integrated Computer Aided Dispatch (CAD), Police Records Management System (RMS), Mobile Data Information System, (Mobile), electronic ticketing (ecitation) solution. Proposals are due no later than August 4, 2021, at 2:00 P.M. Eastern Time. Any proposal received after this deadline will be returned to the offeror unopened. Bland County reserves the right to reject any and all proposals and/or divide any project into sections. Bland County is an equal opportunity employer and provider.

All inquiries and requests for proposal packets should be addressed to:

Jenna Dunn

911/Emergency Services Coordinator

Bland County 911

612 Main St.

P.O. Box 510

Bland, VA 24315

Phone: 276.688.4641

fax 276.688.9758

Email: jdunn@bland.org

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PROJECT DESCRIPTION

Bland County

Bland County is seeking proposals from qualified firms to provide a Fully Integrated Computer Aided Dispatch (CAD), Police Records Management System (RMS), Mobile Data Information System (Mobile), and an electronic ticketing (e-citation) solution. The vendor selected will be responsible for the implementation of all selected components, project management, training, data migration, and providing a complete turnkey installation that meets the performance requirements as stated in the final contract.

The project has an aggressive time schedule. It is critical that any vendor who responds to the Request for Proposal understands that aggressive schedule the County of Bland is requiring and addresses it in their response.

Sealed responses should be submitted by mail or in-person to Bland County Administration, located at 612 Main St, Suite 201, or P.O. Box 510, Bland, VA 24315, to the attention of Jenna Dunn and submitted by 2:00 P.M. Eastern time on August 4, 2021. Responses received after this date and time will not be considered. The signed response should be submitted in original and one (1) copy. Response materials are required to be sealed in an envelope or box clearly marked with RFP #20210803: and with the required response date and time indicated on the outside of the envelope or box. Bland County will not be responsible for responses opened early due to the vendor's failure to mark the response envelope or box clearly; in addition, the response will be disqualified.

GENERAL INSTRUCTIONS

RFP AVAILABLE ELECTRONICALLY

This Request For Proposal ("RFP") and related documents and notifications are available electronically, as a convenience to Contractors, from Bland County's website at:

<https://www.blandcountyva.gov/>

Vendor Qualifications. The vendor has provided services in Virginia for at least the last five years.

Responsiveness and selection process: the decision for selection will be made on a combination of criteria, including responsiveness to RFP, quality, and completeness of proposal; total cost (including on-going operating costs); vendor's customer satisfaction and products in similar installations; vendor's knowledge and experience with migrating data from other RMS/CAD systems; vendor's ability to perform in a timely fashion; and the County's perception of the

vendor's stability. The County may request demonstration of bidder's product before the award of the contract.

The County reserves the right to reject any and all proposals or to waive any minor errors, discrepancies, or irregularities. The selection will be at the discretion of the County and may be made in any manner that best meets the needs of the County.

Subcontractors. The County prefers a proposal with a single or primary vendor. If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance that your proposal includes.

Warranty. The delivered and installed goods, equipment or services shall be warranted to be free from defects in materials and workmanship. The warranty period shall begin upon final acceptance by the County. As a minimum, all goods, equipment, and services shall be warranted to operate in accordance with the requirements of these specifications, the representations of the vendor and the published specifications of the manufacturer (s) for a period of at least one (1) year from the date of acceptance by the County.

SECTION 1 INTRODUCTION/BACKGROUND

1.1 The Project

The County of Bland is looking to purchase a fully integrated turnkey system for the Bland County Sheriff's Office & Bland County 911 Center that includes a Computer Aided Dispatch System, Mobile Data Information System, Records Management, and connectivity to local and state agency systems, as well as additional modules listed. The vendor selector will be responsible for the implementation of all selected components, project management, training, data migration (as specified and if accepted), and providing a complete installation that meets the performance requirements as stated in the final contract.

1.2 Background Check

Vendor staff will have access to confidential and sensitive data files and shall be subject to Criminal Justice Information Services (CJIS) Security Policy and a Department of Justice and Criminal History background check. Failure to pass the background check shall exclude any employees of the vendor from access to confidential and sensitive files. All employees of vendor who will participate at the level described above in the project will be required to provide a valid issues diver's license or equivalent photo identification before they will be permitted to begin work on the project.

1.3 Department Background

Located in the southwest region of Virginia along the West Virginia boarder, Bland County spans 359 square miles of rural mountainous terrain. The Bland County 9-1-1 Center is the Public Safety Answering Point (PSAP) for 9 public safety agencies in Bland County. The 9-1-1 Center operates 24/7 with 2 complete consoles and 1 call-taking station. 9-1-1 Center staff are responsible for receiving, dispatching, and monitoring calls for service for police, fire and ems. Bland County holds a population of approximately 6,350 citizens.

1.4 Current Systems Environment

The Bland County Sheriff's Office & Bland County 911 Center currently utilizes the following systems:

- Record Management System. includes property and evidence module.
- Computer Aided Dispatch System
- Mapping
- Call Handling Equipment
- VCIN/NCIC
- Radio
- Recorder

SECTION 2 PURPOSE AND OBJECTIVES

1.5 The department would like to operate in a nearly paperless environment in which any form or piece of information can be easily printed, when necessary, but in which paper filing is not the norm.

1.6 Reporting system is simple and easy to use for all staff. Reporting information is easily accessible in a user-friendly system.

- Features should be easy to access/use by all staff levels.
- Requires minimal amount of training and skills maintained by all users not just 'power users.'
- End users can utilize the system and investigate its features to its fullest capabilities.
- Officers can quickly complete online reports.
- Minimal steps are necessary to enter a call for service.
- Manual forms are minimized.
- Staff can search and create ad-hoc reports in a user-friendly

system.

- Information is accessed quickly.

1.7 Reporting information is entered once and takes a reasonable amount of time to enter.

- Information is entered once and replicated to the necessary forms or reports.
- Property information is entered once, and it populates all necessary fields.

1.8 Reporting information is accurate.

- Penal codes and UCR codes are reconciled automatically.
- Warning/flags in the system are clear and assist the user.
- Report of record should be retrievable via the system after electronic approval.

1.9 Staff can easily find/process any type of reports.

- All the information related to a case is available in a single location.
- Officer can electronically route to supervisor for review. Supervisors can electronically transfer back to officers for corrections.
- Supervisors can easily approve and route reports electronically.

1.10 Integration between system components is seamless to the user.

- Staff can query information in the different repositories (CAD, RMS.)
- Records staff has access to reports immediately.

1.11 The technology used is secure, efficient, can be easily supported and works (as promised). The technology requires minimal intervention. The technology enables the officer not hinders.

- Vendor is proactive to customer needs and adapts easily to changes in technology.
- Access to reliable and up-to-date technology.

SECTION 3 SYSTEM REQUIREMENTS

This section outlines in detail the specific functions required of the system requested. It does not describe how a proposed systems will implement these functions as each vendor's system will be unique in that respect.

Vendors shall also list exceptions to the functions specified in this section. Failure to do so may be cause for disqualification or the County may direct the vendor, if select to implement the missing features at no cost to the County.

All PROPOSERS must place the appropriate letter as indicated below in the **RESPONSE** column of the tables 3.1 thru 3.9.

I= Included. Requirement is met by vendor's base product.

M= Modification required. Base product has this feature or function, but some modification will be required to meet the specific requirement. Explain any modifications required in Section 7.2 of your proposal and note the reference number in the Reference column in the table.

C=Custom enhancement. The vendor's base product does not contain this function or feature, but it will be added to meet the requirement. Cost, if any, must be itemized in the Pricing Section.

N= Not provided nor proposed.

If any requirement is NOT included in your proposal, use one of the following criteria to respond:

1. If a requirement is not available within the proposed application, identify each item.
2. If the requirement is available in an application but not the application proposed, state that and identify that application. (if this alternative application is not in proposal identify application and include the cost in Section 7.3).
3. If the requirement is currently not available, but will be in your next planned release, please state that and the date the next release will be available.
4. If the requirement exists in another application included in the proposal, state where and what the application is that contains it.

Use the Reference column for any other comments or explanation for requirements. The comments and explanations should be included as an attachment identified as an "Exceptions List."

3.1 General System Requirements

REQUIREMENT	RESPONSE	REFERENCE
The system proposed is a Microsoft Windows based.		
The system runs on a Windows Server 2016. Support for Windows 10 for workstations.		
CAD and Records Management are one integrated system, not two systems interfaced to each other.		
System offers a browser-based interface for public information that is easily managed.		
All proposed application software is from one vendor. Separately identify the software of other vendors if present.		
3.1.1 User Features		
The system recognizes and provides for simultaneous handling of multiple transactions.		
The system automatically checks reference data files during data processing.		
The system utilizes well organized, easy to read screen formats. Day/Night mode available.		
The system automatically validates entered data with automatic presentation of valid values when an invalid value is entered.		
3.1.2 Multiple Screen Functionality		
The system supports execution and maintenance of simultaneous events.		

Multiple simultaneously open application windows are supported. For example, a user can have incident, person, and vehicle records all displayed simultaneously.		
3.1.4 Interfaces		
Document imaging (transfers photos and associated identifying information into RMS).		
System provides/supports an interface with electronic citation software.		
The system supports the ability to import data from field-data collection such as handheld computers, smart phones, etc.		
Interface for APCO EMD intellicom software		
3.1.5 Security Considerations		
All system users are required to sign onto the system before being given access to any system function compliant to CJIS standards.		
The password is not displayed when entered.		
After the password is verified, the system automatically attaches the user to a security group that determines what system functions he or she may access.		
Security granularity extends to individual control of access to view, modify, add and delete functions for each application screen.		

The passwords and security group assignments are changeable by authorized personnel only at the highest security level.		
The security groups are configurable.		
The System Manager can create and modify security groups, defining system access down to the function level.		
The system allows the tracking and audit of user logins.		
The system allows the tracking of users that access, view, print, search, edit, delete, or modify a record or report.		
3.1.6 Single Point Data Entry		
Data entered into the system either directly or indirectly is propagated to all relevant databases.		
Data entered into the system either directly or indirectly is available to all relevant system functions.		
Once entered, there is no requirement for re-entry of data to satisfy the needs of a different sub-system.		
All modules of the system are completely integrated.		

3.2 CAD System Functions

The key to the computer-aided dispatch portion of the system is incident handling. Since this a particularly critical function, it is important that its implementation be as complete and easy to use as possible.

REQUIREMENT	RESPONSE	REFERENCE
3.2.1 Incident Entry		
The call for service screen shall allow entry of the following information:		
<ul style="list-style-type: none"> ➤ Incident location to include full address, apartment number, suite number and County GIS address validation 		
<ul style="list-style-type: none"> ➤ Incident Type 		
<ul style="list-style-type: none"> ➤ Response priority auto populate with override capability. 		
<ul style="list-style-type: none"> ➤ Caller name, address, telephone number auto populate from 911 PSAP info with override capability. 		
<ul style="list-style-type: none"> ➤ Incident details 		
<ul style="list-style-type: none"> ➤ Vehicle information (license plate, make, model, year, color) 		
<ul style="list-style-type: none"> ➤ The incident location and county information shall be validated against a geographical database immediately after entry. 		
<ul style="list-style-type: none"> ➤ Validation shall take one second or less. 		
Vehicle information shall be recorded as data items, not just text.		
The officer form shall allow the easy entry of unit, location, and vehicle license information; this should pull from the officer's login information.		

<p>The officer form shall support other officer-initiated incidents and shall not be limited to traffic stops.</p>		
<p>Upon entry of a vehicle license plate, the CAD system shall immediately search its database (and DMV) and retrieve make, model, year, and color information directly into the form.</p>		
<p>Upon entry of a vehicle license plate, the CAD system shall immediately display a history of recent contacts with the vehicle.</p>		
<p>Upon entry of a vehicle license plate, the CAD system shall look up the person associated with the vehicle and display pertinent information about the person including, but not limited to recent contact history, officer safety notations, and arrest, warrants, and suspect information.</p>		
<p>After initial entry of information, the system shall verify the incident location against a geographical database (GIS GEO file).</p>		
<p>The geographical database shall be capable of verifying locations entered as street addresses, street names, hundred blocks, place names, and intersections without relying on exact matching of entered location.</p>		
<p>The geographical database shall be capable of attaching documents to a verified location.</p>		

<p>Partial street place names and Soundex-type matching shall be supported.</p>		
<p>Multiple matches of the entered location shall result in a matches list from which the user can select the correct location.</p>		
<p>The GEO file shall return the nearest cross street and the standard spelling of the location to facilitate historical retrieval.</p>		
<p>The system shall automatically search its database for previous incident history and shall retrieve and display summaries of the five most recent incidents at the location.</p>		
<p>The system shall automatically search its databases for reporting part information and shall retrieve and display summaries of the five most recent contacts with the reporting party.</p>		
<p>The system shall automatically search its databases for premise information unique to the location and shall, when available, display a button or icon the user can select to display the information. This record may contain hazardous material information, the names of emergency contacts (for businesses) or special handling information for residents who may be handicapped or elderly.</p>		

<p>The system shall search its databases for vehicle history and shall retrieve and display (for traffic stops) summaries of the most recent five contacts with a vehicle whenever one is entered as part of an incident.</p>		
<p>The system shall automatically search its databases for street information and shall retrieve any available information about the street location from geographical databases.</p>		
<p>The most important available information shall be automatically displayed for the dispatchers with indicators to alert the dispatcher to the availability of other pieces of information.</p>		
<p>The dispatcher shall be able to display the retrieved information via a short key sequence, a function key, or mouse.</p>		
<p>The system shall interface with an E9-1-1 controller to automatically receive caller location, caller name (if available), and telephone number information when a E9-1-1 call is received. Outline capabilities for Next Generation 9-1-1.</p>		
<p>Receipt of the E9-1-1 information shall cause the CAD system to automatically present the information in an incident entry form at the answering position.</p>		

REQUIREMENT	RESPONSE	REFERENCE
The system shall automatically check for and display a list of previous incidents at the E9-1-1 supplied location.		
3.2.2 Incident Handling		
The dispatcher shall be able to update the existing incident information once the incident has been created.		
Each additional comment added to an incident record shall be time and date stamped with the user unique number.		
The dispatcher shall be able to assign an unlimited number of additional units to an incident.		
The dispatcher shall be able to record all status changes from assigned units once the incident has been created.		
The dispatcher shall be able to clear units and close the incident once the incident has been created.		
The incident history shall always be shown as part of the incident detail display.		
The incident display must include all times for the incident: call received, entered, dispatched, en-route, on-scene, closed.		
Multiple incidents can be simultaneously displayed and updated.		

There must be a way to enter and schedule incidents to appear at a later date and time, either once or periodically. Such incidents should automatically appear in the incident queue at the specified time. It should also be possible to pre-assign a specific unit to the incident when it is scheduled.		
3.2.3 Unit Recommendation and Dispatch		
The system shall be able to recommend units to respond to incidents		
For officer-initiated incidents, the units will be the unit calling; the unit will be entered on the initial incident form and dispatch shall be automatic.		
3.2.4 Unit Handling Functions		
The system must have the “Free a Unit” command to return a unit to a clear status but not close the incident the unit has been assigned to.		
The system must have the command “Reassign a Unit” to reassign a unit from one incident to another, returning the first incident to a pending status rather than closing it if there are no other units assigned to the first incident.		
The system must have the command “Exchange Units” to dispatch a unit to an incident while simultaneously clearing a unit it is replacing.		

The dispatcher must be able to hold one or more pending incidents for a particular unit with an indication in the incident status display.		
3.2.5 Rotation Towing		
The system shall be capable of recommending a vehicle tow company upon request.		
The tow company recommended shall be the next company on a rotating list.		
The frequency of rotation shall be configurable, i.e., each call, daily, weekly, etc.		
The system shall be capable of allowing the manual selection of “next up” on the tow list.		
The selected tow company shall be recorded in the incident record.		

3.3 Police Records Management Functions

REQUIREMENT	RESPONSE	REFERENCE
3.3.1 Master Name File		
The Master Name function shall include the ability to print a Master Name record		
The process used to look up a person in the Master Name file must be flexible enough to aid in locating the person when only a partial name or misspelled name is available, to include use of wild card searches.		
The logic of the Master Name look-up shall include:		
<ul style="list-style-type: none"> ➤ Searching on the name as entered. 		
<ul style="list-style-type: none"> ➤ Matching on any aliases used by the person. 		
<ul style="list-style-type: none"> ➤ Searching on the last name only. 		
<ul style="list-style-type: none"> ➤ Searching for sound-a-likes of the entered name. 		
The system shall include the ability to attach photos to Master Name File. How many pictures can be attached?		
When multiple matches are found the user shall be given the opportunity to page back and forth through the list of matching names, looking at individual records as desired.		
3.3.2 Police Reports		
The system shall support direct entry of police reports from the information collected in the field by officers.		

The system shall provide a method for capturing DUI interviews and field sobriety test results, detailed information about incidents of Domestic Violence, and comprehensive Traffic report module.		
The system shall maintain a reports log for all users.		
The reports log shall be easily viewed and browsed.		
The reports log shall contain the police report number, date, offense, officer, and status, at a minimum.		
A command shall be provided to permit easy generation of a police report number.		
Pertinent incident information shall be automatically transferred to the police report record from a CAD incident record when it is created.		
Police reports shall contain information about an unlimited number of persons' involved – personal information, connection to incident, and information specific to their connection (for victims, suspects, etc.).		
Information from police reports shall be automatically propagated to the Master Name file.		
The police reports shall contain vehicles involved information. Detailed vehicle information shall be recorded and propagated to the associated vehicle file.		

The police reports shall contain method of entry and other specific information required for the UCR/NIBRS reports.		
The police reports shall contain narrative and unlimited subsequent supplements.		
Integral spell checking for narratives and supplements shall be provided.		
The system shall allow the user to “cut and paste” text from a word processing program to a narrative/supplement.		
The police reports shall contain officer/reviewer signoff and report routing.		
The report screen shall include the ability to add an unlimited number of photos and other images to the report.		
The report screen shall include access to a log of all state queries associated with the report & the associated returns.		
It shall be possible to associate an unlimited number of other files with the report (PDF, spreadsheets, etc.).		
A notes section (besides that associated with the case investigation) shall be included.		
Explicit tracking of assaults on officers must be included for each case.		

An approval log must be available to list all reports not yet approved by a supervisor.		
A method must be provided for supervisors to approve cases that includes electronic routing of reports from supervisor to officer and back, from supervisor to records, from records to officer and back.		
The approval process must allow supervisors and records clerks to attach lists of problems with reports to the report for the officer to correct.		
The officer must be able to individually check off problems as corrected, and the supervisor must be able to individually check-off corrected items as verified.		
Once approved, a case must be “locked,” i.e., not subject to change (except for supplementary narratives) except by personnel with sufficient security level.		
Police Reports can be sealed – locking access to authorized personnel through RMS.		
The system allows the sealing of one subject / suspect on a report that has multiple subjects / suspects listed.		
Police Reports can be expunged through RMS. A Court Discovery Packet can be printed from RMS with a watermark.		
3.3.3 Case Investigation Management		

The system shall provide a case investigation log by detective, officer, or all cases under investigation with features similar to the users log report.		
The system shall provide a case investigation status detail display.		
The system shall provide appropriate status and progress reports.		
Information kept for each case in the investigation file shall include detective, date assigned; follow up date, victims, suspects, investigation, court dispositions and date closed.		
3.3.4 Citations		
The system shall provide means to track traffic, parking, and written courtesy citations and associate persons and vehicles with them.		
An on-screen citation log must be available that shows all recent citations with an option to just show those for a particular officer.		
The system shall integrate with auto citation software for use with electronic citations.		
3.3.5 Vehicles		
The system shall maintain a database of vehicles. The vehicles database shall be built by entries generated by incidents, police reports, and citations, but can also be entered directly into vehicle database.		

Vehicle lookup shall be possible by entering a vehicle license plate, make and model or descriptors.		
The system must allow examination and selection from a list of matches.		
A vehicle display shall include information about the vehicle (make, model, color, etc.) plus a history of contacts with the vehicle to include associated persons.		
The most recent history entries must be displayed. The system shall include the ability to attach photos to a vehicle record.		
Vehicle functions shall include updating and deleting vehicle information.		
Vehicle functions shall include adding and deleting history entries.		
3.3.6 Property & Evidence		
The system shall include a property subsystem that will enable the department to keep track of all property associated with cases and incidents.		
The property subsystem shall enable the department to keep track of property that is in its property room, in its offsite location, and on the digital evidence server. Shall have capability to track property by inventory categories and offsite wireless connectivity.		
The system shall include a property log that shall record each property transaction, including property checked in and out of the property room.		

The system shall allow the user to access property records via a serial number, brand, model, description, or item name.		
Multiple matches of property shall generate a selection list. The property system shall include the capabilities to add, delete, and modify property.		
The property system shall allow the user to page through the property records.		
The ability to track chain of custody and print a report from the property system.		
Property system provides the ability to generate a report that identifies when property can be purged by property type.		
Property system provides the ability to export data to a spreadsheet using the following: property type, date, or disposition.		
3.3.7 Other Records Management Files		
Proposed software includes databases for the following:		
➤ Sex Offenders		
➤ Narcotics Offenders		
➤ Known Offenders		
➤ Arsonists		
➤ Gang/gang members		
➤ Civil		
➤ Subpoenas for agency personnel		
➤ Subpoenas for citizens		
➤ Protection Orders		
➤ BOLO		
➤ Missing Persons		

➤ Document Release Log		
➤ Stolen Vehicle Log		
➤ Arrest Log		
➤ Accident Log		
➤ Warrants		
➤ Search Warrants		
➤ Pawn		
3.4.1 Instant Access to Detailed Records		
The system shall support display of detail records (related to the current display). For example, when a master name record is displayed, the person's history will include references to incidents, officer reports, FIs, citations, etc. The user shall be able to quickly and easily (mouse selection preferred) display the detail record for any of these associated records without leaving the current display.		
The display of the detail records shall be shown as an overlay to the current display.		
No updating of the information in the overlay shall be permitted.		
Items on the overlay shall also be available for display in the subsequent overlay.		
3.4.2 Ready Reference		

The ready reference file shall provide an electronic means to store various pieces of reference information including telephone lists, training bulletins, house watch list, staff and volunteer rosters, and department procedures and directives.		
The ready reference file shall provide an easy means to enter, organize, and retrieve this reference information.		
Retrieval of ready reference information shall be allowed from a ready reference index display or directly via a brief identifier associated with each entry.		
Entries in the ready reference file shall consist of text information.		
There shall be no limit on the length of each entry.		
3.4.3 Search Capabilities		
The system shall provide database search capabilities that will allow the user to freely specify search criteria and search any database in the system.		
A list of matching entries shall be created that shall be able to be reviewed on screen or printed.		
The search capability shall not rely on an y knowledge of databases or database structures. Describe how this is accomplished in a separate attachment to your proposal.		
3.4.4 Database Maintenance Functions		

A means shall be provided to update, add to, and otherwise maintain most system databases, even those that are not maintained in the normal course of everyday operation of the system.		
3.4.5 Help Screens		
Online help shall be available to aid the user in the operation of the s system.		
Displaying a help screen should only require pressing a dedicated help function key or by some equally short, direct method.		
The help system shall conform to all Windows standards for online help documents.		
3.4.6 Reports		
The system shall provide the following reports:		
<ul style="list-style-type: none"> • Uniform Crime Reports (UCR) DOJ 		
<ul style="list-style-type: none"> • NIBRS 		
<ul style="list-style-type: none"> • Single Incident Report 		
<ul style="list-style-type: none"> • Shift Bulletin 		
<ul style="list-style-type: none"> • 24 Hour Incident Summary 		
<ul style="list-style-type: none"> • Incident Summary by arbitrary date period 		
<ul style="list-style-type: none"> • Incident Response Times by time of day and day of week and Incident Priority 		
<ul style="list-style-type: none"> • Officer Activity Reports 		
<ul style="list-style-type: none"> • Monthly Patrol Statistics 		
<ul style="list-style-type: none"> • Unverified Locations 		

<ul style="list-style-type: none"> • Crime Summary by Offense 		
<ul style="list-style-type: none"> • Collision Reports 		
<ul style="list-style-type: none"> • Case Investigation Summary 		
<ul style="list-style-type: none"> • Case Investigation Activity by Officer 		
<ul style="list-style-type: none"> • Officer Log 		
<ul style="list-style-type: none"> • False Alarms 		
<ul style="list-style-type: none"> • Citations by Violation, by Officer, Location, Date, etc. 		
<ul style="list-style-type: none"> • Communications Center Call Handling Times 		
<p>Reports must be viewable on screen before they are printed</p>		
<p>3.4.7 System Configuration</p>		
<p>The supplied system shall be customizable, without additional programming, as much as possible to the method of operation of the County. Examples of things that shall be customizable are unit status codes and incident dispositions but should include all data items where the user picks from a list of acceptable values.</p>		
<p>Such customization shall be accomplished without reprogramming. Describe to what extent and how this is accomplished with the proposed system in Section 8 of your proposal.</p>		
<p>The system shall support the ability to capture signatures for various forms, i.e. property release.</p>		

3.5 Mobile Computer Software

REQUIREMENT	RESPONSE	REFERENCE
Secure digital communications between vehicles and between vehicle and dispatcher for message exchange.		
Communications shall meet DOJ's data encryption requirements.		
Provide build in Advanced Authentication.		
Consideration for support of touch screen computers, i.e., oversized buttons for frequently used transactions.		
Automatic transmission of relevant incident information to a unit when it is dispatched and when the information is updated.		
Ability to make inquiries to state and national information databases.		
One-button digital unit stat reporting/updating, such as en-route, arrival, Code 4.		
Mobile access to CAD and records information including:		
➤ Incident information		
➤ Current active incident summary		
➤ Current unit status summary		
➤ Obtaining case report numbers		
➤ Officer report log review		
➤ Local vehicle information		
➤ Local person information		
➤ Incident history of		

local addresses		
Field entry of case reports, including FIs with immediate transmission of the reports back to the main server.		
Filed report information shall be immediately available to all system users.		

3.6 Automatic Vehicle Location (AVL)

REQUIREMENT	RESPONSE	REFERENCE
The system allows the tracking of all units through GPS.		

3.7 State/NCIC Interface

REQUIREMENT	RESPONSE	REFERENCE
Must provide a link to the state for stat/NCIC queries.		
Provide for State/NCIC interface.		
Supports menu-based entry of common queries from all authorized users.		
Allow command line entry of person and vehicle queries.		
From the person display allows running that person with a dedicated button.		
From the vehicle display allows running that vehicle with a dedicated button.		
The person display includes quick access to a log of all the times the person has been run.		
The vehicle display includes quick access to a log of all the times the vehicle has been		

run.		
A state queries log is available that list state queries.		
A separate log of all criminal history queries is available that meets all state requirements.		
Responses to queries must be displayed automatically if the user is not otherwise occupied.		
When multiple response messages are received the dispatcher must be able to easily page through them		
The incident history that is part of the display of an individual incident must include all the queries that have been run for that incident and the requesting officer.		
The dispatcher must be able to display the response to a displayed query by a direct method such as double clicking.		
Responses can be printed.		
The printout includes the text of the associated query and the ID of the unit that ran it.		

3.8 Bar Coding

REQUIREMENT	RESPONSE	REFERENCE
Bar Coding software must be completely integrated into the Records Management system. If proprietary bar-coding equipment is required, then include its price on the pricing page.		
Uses a wireless terminal with wand or Apple iPad		
Supports checking property in		

and out.		
Supports creating a list of common reasons for checking out property that can be entered from the bar-coding terminal.		
Prints bar code labels singly or in bulk for a case.		
Supports printing on commonly available labels.		
Can print blank labels (with respect to property description).		
Allows inventory reconciliation.		

3.9 Text SMS Notification

REQUIREMENT	RESPONSE	REFERENCE
Automatic SMS text based on incident type is supported.		
Manual SMS message is supported.		
Individuals can receive text messages.		
Groups can be defined and paged as a group.		
Automatic SMS messages include incident information already entered by the call taker.		
The software includes all screens necessary to maintain SMS text information for users, groups, and to define paging required for particular types of incidents.		

SECTION 4 COMPUTER HARDWARE

It is the intent of the County to upgrade its current computer system and network as necessary to support the chosen software. The expected cost of any such upgrades, additions, or replacement desire will be weighed in the evaluation of the vendor's proposal.

As part of this RFP response, outline the workstation and peripheral requirements for:

- Dispatch Workstation
- Records Workstation
- Report Writing Workstation
- Property Room Workstation
- Administration and Support Staff Workstation
- Patrol Car MDC

The proposed system is to be configured for a minimum of 23 users, which includes:

- 14 vehicles (with mobile computer software)
- Caller Taker/Dispatch/Supervisor Positions
- Administrative Positions
- 2 Record Keeper

The vendor shall also describe the expansion capabilities of the proposed system.

Section 5 INSTALLATION AND TRAINING

The vendor shall name in the proposal a project manager with resume to be assigned as a single point of contact to the County to coordinate and direct the vendor's activities and communications between the County and the vendor. The project shall begin immediately upon contract signing. The vendor shall include a preliminary project schedule with this proposal. After contract signing, the successful vendor shall confer with the County's representative and submit a final project schedule within fourteen days.

The vendor shall begin preparation of the conversion programs or scripts as soon as the County provides a sample of the data to be converted. The County shall be provided with converted data for testing as soon as possible so that verification of the converted data can begin. Steps regarding data conversion shall be included in the project schedule. The vendor shall establish a test database 60 days prior to training sessions to allow dispatchers and records personnel to familiarize themselves with the software. The vendor shall install all software and test it to assure proper running order. The vendor shall then conduct formal training sessions to familiarize all department personnel in operation of the system. The vendor shall describe the training program proposed, the number of days of training included, and the number of training days proposed for each class of user: dispatchers, records personnel, officers, administrators, and system support personnel. At the conclusion of system installation and training, the vendor shall demonstrate to the County's satisfaction that the systems proposed functions are operational. The system will then be accepted under the conditions to be enumerated in the contract. The County accepts all responsibility for initial data entry beyond inclusion of the converted data. The vendor's system shall provide all functions and screen formats necessary to perform data entry and the successful vendor will be responsible for guiding the County through this process.

SECTION 6 SUPPORT SERVICES

The proposed system shall include first year support, maintenance, and updates of the software to

begin upon system acceptance. This cost is separately delineated on the pricing sheet. The vendor shall describe in detail in the proposal (or include a sample support contract) the software support to be provided. This shall include how software problems will be resolved and terms of the warranty. Support shall be available seven days per week, 24 hours per day. The vendor shall provide a number for support. As part of software support, the vendor's support personnel shall have the capability to connect to the proposed system to investigate problems. If special software or hardware is required on the CAD/RMS system to support this capability it shall be included in the system price as a separate line item. The vendor shall describe its software update or upgrade policy and provide a definition of “update” or “upgrade.”

Specifically:

1. How frequently and under what circumstances is updated software provided?
2. How will the County be notified of available updates?
3. What is involved in implementing an update?
4. What is included in an upgrade or update?
5. Will the County incur any costs to the vendor to implement updates?
6. Does the vendor ever charge for updates or new versions of products licensed to the County? If so, under what circumstances?
7. How frequently does the vendor release new, enhanced versions of the software? About how many enhancements would be expected with these new versions?
8. With new versions, what is the vendor’s approach to migration from earlier versions?

SECTION 7 PRICING FORMS

7.1 Base System

The vendor shall use the following chart to present their pricing proposal:

ITEM	PRICE
Computer Aided Dispatch Software	
Records Management Software	
Mobile Computer Software	
E9-1-1 Link Software	
Digital Imaging Software	
State Interface Software	
CAD and Records Mapping Software	
Property Bar Coding Software	
Paging/Text Software	
Officer Field Reporting Software	
Auto Citation Interface Software	
Bar Coding Equipment	
Data Conversion	
Vendor Specific Equipment (if any)	
Software Customization (from table below)	

Database Software	
Additional Items or Costs Required by Vendor's Solution	
System Installation	
First Year Software Maintenance, Support, and Updates	
Project Management	

7.2 Customization and Modification Costs

Detail all costs associated with the software customizations and modifications required to meet the system requirements.

ITEM	PRICE

7.3 Additional Proposal Items

The following form shall be used to price additional optional items requested by the County as well as additional items or proprietary hardware the vendor may care to propose:

ITEM	PRICE

7.4 Additional Costs

Will the vendor commit to keeping the annual support cost the same for the first five years (the year quoted above plus four more)? If not, what price guarantee is the vendor willing to offer for the cost of future support years?

If the vendor's software is sold per user or position, what will be the additional cost for adding future users and/or positions to the system? What is the procedure for doing so? What price guarantee is the vendor willing to offer for the cost of future year?

SECTION 8 RESPONSE FORMAT

8.1 Cover Letter

Include the name, address, and telephone number of your company.

8.2 Company Overview

- a. If appropriate, the names, business address, and telephone number of your company's officers, directors, and associates and the names and addresses of any parent or subsidiary of your company. Your information should describe the nature of the work and the line of authority of these individuals and/or companies as they relate to this project.
- b. A brief outline explaining the company's business and financial stability and how it will be able to serve the needs of the County on a long-term basis.
- c. Names and qualifications of outside consultants and associates that will be employed to assist on this project.

8.3 Relevant Experience

- a. Details of prior Virginia projects and how they compare to the services requested in the Scope of Services.
- b. Details of vendor's role on the project including notations of any proposed staff that will be involved.
- c. Details of the operating systems, platforms, and software that the vendor has previously supported.
- d. Details of prior experience where vendor has supported other City/County or municipal agencies.
- e. Complete list of all agencies using the vendors Public Safety Software. As it pertains to existing Virginia agencies, please provide at least one contact name, title, and phone number or email address for each agency.

8.4 Staff Experience

- a. Employee/Contractor's name and proposed role. (Please note changes in the key staff assigned by the vendor to the County must be approved in advance by the County.)
- b. Employee/Contractor's experience in performing services equivalent to those included in the Scope of Services.

8.5 Project Approach

- a. The approach that the vendor will take to complete the project objectives.
- b. Assumptions, requirements, risks, and expectations used to develop the proposal.
- c. An explanation of the problem reporting and resolution process that describes the vendor's support plan, including tiers, reach-back capability, service levels, and the person authorized to close problem reports.
- d. Describe the proposed training program and the approach or philosophy the Contractor will utilize (if applicable).

8.6 References

Proposal should identify five California customer references from previous projects that are similar in size and operational needs of this project. The County reserves the right to contact any and all of the references by the Vendor to validate the proposal submitted.

8.7 Costs

Contract will include total price to complete project, plus: a. Annual cost to County with regard to licensing, training, and on-going maintenance. b. The contract will be specific in respect to software licensing and the number of licenses allowed for the contract price for each piece of software quoted in the proposal. c. Add or remove prices that may be applicable to different modules of software (example: CAD, RMS, State Interface, Mobiles). d. Refer to Section 7 for breakdown of pricing.

SECTION 9 VENDOR EVALUATION PROCESS

A multi-phase evaluation process will be used to evaluate and choose the final vendor. At the end of each phase, only those vendors that have passed the current phase will move forward to the next.

9.1 Phase 1-Selection/Evaluation Criteria for RFP Proposals

RFP proposals will be reviewed by a cross functional team that is representative of police department personnel. In general, the Phase 1 evaluation will consist of: a. Review of all responses for compliance with procedural instruction and requirements. b. Review of all responses for overall content and completeness of proposal. c. Review of how well each individual proposal addresses the general, and when provided, specific requirements identified in the RFP. d. Review all responses to identify how well the vendor understands the objectives of the County. e. Review of vendors experience with similar public safety systems installations. f. Review of vendor understanding of public safety information security requirements. g. Review of each response concerning implementation methodology and timelines.

9.2 Phase 2- Cumulative Evaluation

Responses to this RFP will be evaluated by a cross functional team that will review all two phases of the vendor evaluation process and determine which vendor is the best value to the County and meets the overall needs of the County. Please note: Issuance of this RFP in no way constitutes a commitment by the County to award a contract. Top ranked Respondents may be required to submit additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) AS may result from negotiations.

APPENDIX A

BLAND COUNTY

BID OR PROPOSAL CONDITIONS

IMPORTANT! READ CAREFULLY BEFORE MAKING BID!

1. A bidder may withdraw or cancel a bid or proposal at any time prior to the date set for opening. After such time, the bidder may not withdraw for a period of sixty (60) calendar days. Any bidder may be required to clarify his bid or acknowledge by written confirmation that the minimum requirements of the request for proposal are included in the bidder's proposal.
2. Any invitation to bid, a request for proposal, any other solicitation or any and all bids or proposals may be canceled or rejected when it is determined that it is in the best interest of the County to do so. The reasons therefore shall be made a part of the contract file. Any bid which is incomplete, conditional, obscure, or which is not in conformance with the specifications may be rejected, or any such irregularities may be waived at the option of the County.
3. If more than one bid or proposal received is for the same total amount or unit price, quality and service being equal, the tie bidders shall be invited to resubmit written bids below the original bid and the award shall be made to the bidder with the lowest price.
4. If the lowest acceptable bid exceeds available funds, the County may negotiate with the bidder to obtain a contract price within available funds. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.
5. Except in the case of an emergency affecting the public health safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. This paragraph shall not apply to contracts of insurance. Public contracts may be awarded on any other basis.
6. No contract other than one for the professional services of an accountant, architect, land surveyor, landscape architect, attorney, doctor of medicine or optometry or professional engineer, shall be awarded for a period in excess of three (3) years.
7. With the following exceptions procurement documents are subject to the Virginia

Freedom of Information Act:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be opened to public inspection.
 - B. Bid and proposal records shall be opened to public inspection only after award of the contract. Any bidder or offerer may be allowed to inspect the bid or proposal records prior to award unless the County decides not to accept any bids and to reopen the contract.
 - C. Trade secrets or proprietary information submitted to the County are not subject to disclosure if requested by the person submitting such information. Any such request must identify what is to be protected and state the reasons, therefore.
8. Any bidder or offerer submitting a proposal to the County subjects himself to the decision of the administrator or the public body as to the quality of what is offered, responsiveness of the bid, accountability of the bidder, and the qualifications of any offerer. The administrator or the public body, as the case may be, in their sole discretion will evaluate bids or proposals and in all cases the decision made shall be final. Every offerer submitting a bid or proposal agrees to abide by the decisions of such officials as a condition precedent to the submission of the bid.
9. The County does not accept the responsibility for maintaining a bid list and will not accept the responsibility for the failure of any competitor to receive a solicitation directly from the County.
10. Once invitations to bid or requests for proposal have been advertised, should a prospective bidder find any discrepancy in or omissions from the specifications, requests for proposal, or other contract documents, or should he be in doubt as to their meaning, he shall at once notify the specified contact person who will send written instructions to all bidders. The County will not be responsible for any oral instructions.
11. The provisions of Sections 2.2-4305, 2.2-4315, 2.2-4311, 2.2-4312, 2.2-4330, 2.2-4333 through 2.2-4338, 2.2-4340, 2.2-4341, 2.2-4363, and 2.2-4367 through 2.2-4377 of the Code of Virginia of 1950 are incorporated into these conditions by reference as fully as if set forth herein.
12. The administrator may at his sole discretion require a bid, performance or payment bond in any procurement solicitation. The requirement for such bond shall be clearly stated in the bid documents.
13. By submitting a bid or proposal, the offerer agrees and warrants that he has examined all the contract documents and, if appropriate, the subject of the contract and where the specifications require a given result to be produced, that the specifications are adequate, and the required results can be produced under the specifications in the contract. Omissions from the specifications shall not relieve the offerer from the responsibility

of complying with the general terms of the contract as indicated by the specifications. Once the award has been made, failure to have read all the conditions, instructions and specifications of the contract will not be a cause to alter the original contract or proposal or for the offerer to request additional compensation.

14. The firm, corporate or individual name of the bidder or proposer must be signed in ink in the space provided for the signature on the page following these conditions. In the case of a corporation the title of the officer signing must be stated, and each officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name using the term "member of the firm."
15. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.
16. Pursuant to an invitation to bid, the project will be awarded to the lowest responsive and responsible bidder, as those concepts are defined in Section 2.2- 4301 of the Code of Virginia of 1950. When competitive sealed bidding is used the following factors shall be considered in addition to price when determining the lowest responsive and responsible bidder:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - C. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - D. The quality of performance of previous contracts or services;
 - E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - F. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the service.
 - G. The quality, availability and adaptability of the goods or services to the particular use required;
 - H. The ability of the bidder to perform future maintenance and service for use of the subject of the contract;
 - I. The number and scope of conditions attached to the bid; and
 - J. Any other condition or criteria included in the request for bids or the

instructions to bidders.

17. Pursuant to a request for proposal, when competitive negotiation is the method of procurement, the following factors shall be considered in a descending order of importance in determining the most qualified firm or individual:
 - A. Any special qualifications or requirements set forth in the proposal documents.
 - B., Qualifications of the project manager and project teams.
 - C. Overall qualifications and experience of firm and any subcontractor to be used.
 - D. Quality of the content of the proposal and its responsiveness to the request for proposal.
 - E. The sufficiency of financial resources and ability of the bidder to perform the contract or provide the services.
 - F. The location of the office that will have the responsibility for providing the services and the ability of the proposer to respond quickly to requests or requirements of the County.
 - G. Financial ability of the firm to perform future maintenance and service for use of the subject of the contract.
 - H. Cost estimates (which may or may not be required at the time of submission of the proposal, depending upon the circumstances.)

APPENDIXB

BID DECLARATION

TO THE BOARD OF SUPERVISORS:

1. The undersigned hereby declares that he (it) is the only person (firm) interested in this bid; that it is made without any connection with any person making another bid for this same contract; that the bid is in all respects fair and without collusion or fraud; and that no official or any person in the employ of the Board of Supervisors is directly or indirectly interested in the bid or any portion of the profit thereof.

2. The undersigned also declares that he has carefully examined the invitation to bid specifications and all annexed instructions and contracts and will provide all the required services and will fulfill all the terms of the bid, if selected.

Signature: _____

DATE: _____

ADDRESS OF PRINCIPAL PLACE OF BUSINESS:

Telephone: _____

APPENDIX C

GENERAL TERMS AND CONDITIONS

The procurement documents, including Appendix C, "General Terms and Conditions," to the Invitation for Bid, the Request for Proposal, or other Solicitation, and the response of the bidder (**the "Contractor"**) will be incorporated into a resulting contract as fully and completely as if set forth in such contract in its entirety. The following are the general conditions that will apply to all procurements done by the Board of Supervisors of the County of Bland (**the "County"**).

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the County.

2. Laws of the Commonwealth

A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to the County under this contract assures the County that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract, of over \$10,000, the Contractor agrees during the performance of this contract that:

1. The Contractor (1) will not discriminate against any employee or

applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably

necessary to the normal operation of the Contractor, (2) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

2. The Contractor will include the provisions of the foregoing subparagraph 2. (B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free place, Contractor shall comply with the Federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the County Administrator.

3. Certifications

The Contractor certifies that:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit

of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;

3. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;
4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Warranties

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the County the full contract price agreed to by the County to be paid for the supplies, materials, equipment or services furnished under the bid or proposal. The rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the County.

5. Modifications, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the County; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$30,000 whichever is greater without the approval of the County. The amount of any contract may not be increased for any purpose without adequate consideration provided to the County.

6. Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the County and its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature provided by the Contractor, provided that such liability is not attributable to the sole negligence on the part of the County or to failure of the County to use the materials, goods, or equipment in the manner outlined by the Contractor and descriptive literature or specifications submitted with the Contractor's bid.

7. Assignment

The contract may not be assigned, sublet, or transferred without the written consent of the County.

8. Default

In the case of default or breach by the Contractor, or the failure of the Contractor to deliver the services in conformance with the specifications in the contract, the County shall give written notice to the Contractor specifying the manner in which the contract has been breached. If the County gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, the County shall have the right to immediately rescind, revoke or terminate the contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment or after all other pending matters are closed, whichever is longer. The County and its authorized agents, state auditors, the grantor of the funds to the County, the Comptroller of Virginia or of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audits, examinations, excerpts or transcriptions.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the County by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the County. The County shall own the intellectual property rights to all materials produced under this contract.

11. Payment and Performance Bond

For any Contract for construction, the amount of which exceeds \$100,000, the Contractor shall furnish to the County the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The County reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

12. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

- a. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the County attributable to the work under the Contract performed by such subcontractor, or (ii) notify the County and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefore;
- b. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- c. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- d. include in its contracts with any and all subcontractors the requirements of a, b, and c. above.

13. Liability Coverage

In addition to that which may be expressly stated in the procurement announcement documents prepared by the County, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the County from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance must be issued by a company admitted within the Commonwealth of Virginia and with at least a Best's Key Rating of at least A:V1. The Contractor shall provide the County with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the County at least 30 days' written notice prior to cancellation or other termination of such insurance.

14. No Waiver

Any failure of the County to demand rigid adherence to one or more of the provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the County of the right to insist upon strict compliance with the terms of this contract. Any waiver of a term of this contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

15. Termination

The County may terminate the resulting contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this contract.

16. Choice of Law

To ensure uniformity of the enforcement of the contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

17. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to the contract and agree that service by registered mail to the addresses set forth in Paragraph 19 of this Appendix shall constitute sufficient service of process for any such action. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue only in the Circuit Court for the County or in the U.S. District Court, Western District.

18. Severability

If any provision of the contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and the contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of the contract, and the remaining provisions of the contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from the contract.

19. Notices

All requests, notices and other communications required or permitted to be given under the contract shall be in writing and delivery thereof shall be deemed to have been

made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party.

Notices to the County shall be sent to:

Bland County Administration
P.O. Box 510
Bland, VA 24315

Notices to the Contractors shall be sent to: (*BIDDER, PLEASE COMPLETE!*)

20. Contractual Claims Procedure

- A. Contractual claims or disputes, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after final payment; provided, however, that Contractor shall give the County written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The County, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.
- C. If the Contractor disagrees with the decision of the County concerning any pending claim, the Contractor shall promptly notify the County by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the County or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the County, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay

payment of amounts agreed due in the final payment.

The decision on contractual claims by the governing body of the County shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court.