



CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
LEGAL CASE MANAGEMENT SYSTEM
RFP NUMBER 15-07-08A
OPENING DATE: July 9, 2015
OPENING TIME 2:00 P.M.

The Request for Proposal and related documents may be obtained during normal business hours from the Purchasing Division located in the Noel C. Taylor Municipal Building, 215 Church Avenue, SW, Room 202, Roanoke, VA 24011, or from the City Vendor Self Service web site at <https://VSS.roanokeva.gov>.

**THIS PUBLIC BODY DOES NOT DISCRIMINATE
AGAINST FAITH-BASED ORGANIZATIONS**

Date of RFP: June 17, 2015

REQUEST FOR PROPOSAL (RFP)

RFP No. 15-07-08A

Issue Date: June 17, 2015

Commodity Code: 95215, 20820, 20983, 20987, 20811, 20836, 92007, 92014, 92004

Title: Legal Case Management System

Issued By: **City of Roanoke**
Purchasing Division
Noel C. Taylor Municipal Building
215 Church Ave., SW, Room 202
Roanoke, VA 24011-1517
Phone: (540) 853-5268
Fax: (540) 853-1513
Email: monica.cole@roanokeva.gov

Sealed proposals will be received on or before **2:00 P.M., July 9, 2015** for furnishing the services and/or items described herein. The time of receipt shall be determined by the time clock stamp in the Purchasing office.

If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

All questions must be submitted before 5:00 p.m., June 30, 2015. If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the City website at www.roanokeva.gov/purchasing ... Current Bid/RFP Requests.

If proposals are mailed, send directly to the Purchasing Division at the address listed above. If hand delivered, deliver to the Purchasing Division at Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA.

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

The City reserves the right to cancel this RFP and/or reject any or all proposals and to waive any informalities in any proposal.

This section is to be completed by the Offeror and this page must be returned with the proposal. In compliance with this request for proposal and subject to all terms and conditions imposed herein, which are hereby incorporated herein by reference, the undersigned offers and agrees to furnish the services and/or items requested in this solicitation if the undersigned is selected as the Successful Offeror. No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal, except as provided in the RFP.

Legal Name and Address of Firm (according to your registration with the SCC):REQUIRED

_____ Date: _____

_____ By: _____
(Signature in Ink)

_____ Name: _____
(Please Print)

_____ Zip: _____ Title: _____

Phone: _____ FAX: _____

Email: _____ Business License# _____

Virginia State Corporation Commission Identification Number: _____

TABLE OF CONTENTS

REQUEST FOR PROPOSAL NO. 15-07-08A

LEGAL CASE MANAGEMENT SYSTEM

INTRODUCTION 4

SECTION 1. PURPOSE. 6

SECTION 2. BACKGROUND. 6

SECTION 3. INSTRUCTIONS TO OFFERORS. 6

SECTION 4. MISCELLANEOUS..... 9

SECTION 5. PROTESTS..... 11

SECTION 6. SERVICES/ITEMS REQUIRED 11

SECTION 7. EVALUATION CRITERIA..... 13

SECTION 8. SELECTION PROCESS. 13

SECTION 9. COOPERATIVE PROCUREMENT 14

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED..... 14

ATTACHMENT A FUNCTIONAL REQUIREMENTS 15

ATTACHMENT B SAMPLE CONTRACT..... 22

CITY OF ROANOKE, VIRGINIA
REQUEST FOR PROPOSAL
FOR
LEGAL CASE MANAGEMENT SYSTEM

RFP NO. 15-07-08A

INTRODUCTION

The City of Roanoke, Virginia, is seeking competitive proposals from qualified Offerors to provide installation, conversion, and maintenance services with respect to a legal case management system in accordance with all terms, conditions and specifications as set out in this Request for Proposal (RFP). The RFP and related documents may be obtained during normal business hours from the Purchasing Division, (540) 853-2871, or from the City's Vendor Self Service web site at <https://VSS.roanokeva.gov>.

There is a nonmandatory preproposal conference scheduled for 10:00a.m. on June 29, 2015, in the EOC Conference Room, 215 Church Avenue, SW, Room 159, Roanoke, Virginia 24011. It is recommended that Offerors attend such conference.

Offeror must have experience working with VCAIS and data conversion. Experience working with Locus Notes preferred.

Proposals, to be considered and evaluated, must be sealed and received on or before 2:00 p.m. on **July 9, 2015** in the Purchasing Division, City of Roanoke, Noel C. Taylor Municipal Building, 215 Church Ave., SW, Room 202, Roanoke, VA 24011. Proposals appropriately received will be opened at this time. **Proposals received after 2:00 p.m. will not be accepted or considered.** The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the proposals. Faxed or e-mailed proposals are not acceptable.

Each proposal, one (1) original, marked as such and four (4) copies, marked as such, must be appropriately signed by an authorized representative of the Offeror, and must be submitted in a sealed envelope or package. The notation "**Legal Case Management System**", **RFP No. 15-07-08A** and the specified opening time and date must be clearly marked on the front of that sealed envelope or package. If the Noel C. Taylor Municipal Building is closed for business at the time scheduled for the proposal opening, the sealed proposal will be accepted and opened on the next business day of the City, at the originally scheduled hour.

The City of Roanoke, Virginia, and its officers, employees or agents will not be responsible for the opening of a proposal envelope or package prior to the scheduled opening if that envelope or package is not appropriately sealed and marked as specified.

The City of Roanoke, Virginia reserves the right to cancel this RFP and/or reject any or all proposals, to waive informalities in any proposal, to award any whole or part of a proposal, and to award to the Offeror whose proposal is, at the sole discretion of the City of Roanoke, determined to be in the best interest of the City.

Project evaluation and award will be accomplished in accordance with this RFP and Sections 23.2-1, et seq., of the Code of the City of Roanoke, Virginia, including the price or value of the benefits offered the City in the proposal. If an award of a contract is made, notification of such award will be posted for public review in the lobby on the second floor of the Noel C. Taylor Municipal Building, 215 Church Ave., SW, Roanoke, VA 24011.

No proposal may be withdrawn for a period of sixty (60) days after the opening of the proposal unless the proposal is the subject of a clerical error as defined in Section 2.2-4330 (A) of the Code of Virginia. The submitter of the proposal must give the City a notice of the request to withdraw within two (2) business days after the conclusion of the opening of the proposals, as set forth in Section 2.2-4330 (A) (i).

Inquires or information regarding procurement procedures and/or proposal submission to this RFP shall be directed to Monica Cole, Senior Buyer, at (540) 853-5268.

This RFP consists of this Introduction, ten (10) numbered sections, and the attachments hereto.

If you download this RFP from the City website and intend to submit a proposal, you should notify Purchasing that you have done so. However, each Offeror is solely responsible for ensuring that such Offeror has the current, complete version of the RFP documents, including any addenda, before submitting a proposal. The City is not responsible for any RFP obtained from any source other than the City. Contact Purchasing by phone at 540-853-2871, by fax at 540-853-1513, or by email at monica.cole@roanokeva.gov.

Respectfully,

Monica Cole
Senior Buyer

Date: June 17, 2015

City of Roanoke, Virginia
Request for Proposal No. 15-07-08A
Legal Case Management System

SECTION 1. PURPOSE.

The purpose of this Request for Proposal (RFP) is the procurement of a Case Management system solution that will replace the currently-used VCAIS system. The Successful Offeror shall provide services in connection to new commercial case management software program including installation, configuration, training services, conversion of historical data from VCAIS into the new system, and periodic maintenance as approved by the Department of Technology. The new system will be used to schedule felonies, DUI's, and misdemeanor appeal cases and related personnel. The system shall be able to track victim and witness information, function as docket control and calendaring for thirteen prosecuting attorneys and nine support personnel, issue subpoenas for cases, assist in customer service, classify cases by level and statute number and nomination, and maintain historical records of the entire process and the outcome of these cases. The system must be fully 'searchable' and provide a method of accountability for data entry personnel to accomplish these goals.

The City of Roanoke invites any qualified Offeror to respond to this RFP by submitting a proposal for a legal case management system and associated work consistent with the terms and conditions herein set forth herein. Final scope of services will be negotiated with the successful Offeror.

SECTION 2. BACKGROUND.

Roanoke City has a total population of just fewer than 100,000. It is estimated that about 2,500 felony cases are initiated each year. The misdemeanor and DUI crime rate is much higher, but the office tracks only those misdemeanors that are appealed to or initiated in the Circuit Court. The Office of the Commonwealth's Attorney is currently using the Virginia Commonwealth's Attorneys Information System (VCAIS) for case management. VCAIS is a case management system used to schedule felony, DUI and misdemeanor appeal cases, and related personnel. The system tracks victim and witness information, issues subpoenas for cases, and maintains historical records of the entire process and outcome of felonies and DUI's. The department also uses the system to answer questions from citizens, police, and court personnel, who call or walk in, without having to pull files. This system fits well with our needs, but has aged to the point that it is no longer 100% dependable or easy to support.

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Proposals must be submitted in accordance with the instructions and requirements contained in this RFP, including the Introduction. Failure to do so may result in the proposal being considered non-responsive and it may be rejected. An Offeror must promptly notify the Purchasing Division of any ambiguity, inconsistency, or error

which may be discovered upon examination of the RFP. An Offeror requiring clarification or interpretation of this RFP should contact the Purchasing Manager at (540) 853-2871.

- B. Direct contact with any City employee without the expressed permission of the Purchasing Manager or her designated representative, on the subject of this proposal, is strictly forbidden. Violation of this Instruction may result disqualification of Offeror's proposal.

- C. Prospective Offerors, sometimes referred to as providers, operators, contractors, consultants, or vendors, are to address the criteria below at a minimum as part of their submitted proposal. Each proposal should include a transmittal letter and management overview of the proposal. Proposals are to include and may be evaluated on the following factors, together with such other factors as will protect and preserve the interests of the City of Roanoke, which may also be considered.
 - 1. Organizational structure of firm and qualifications of management personnel.

Prospective Offerors should submit at a minimum the length of time in the business, corporate experience, strengths in the industry, business philosophy, and a description of the organizational structure of the firm; a description of the organizational structure for the management and operation of the services requested and/or provision of the items referred to in this RFP, including an organizational chart denoting all positions and the number of personnel in each position.
 - 2. Financial condition of the firm and ability to perform all obligations of any resultant contract.

The sufficiency of the financial resources and the ability of the Offeror to comply with the duties and responsibilities described in this RFP. Each Offeror shall provide a current annual financial report and the previous year's report and a statement regarding any recent or foreseeable mergers or acquisitions.
 - 3. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth in Section 4 of this RFP, apply to this RFP.
 - 4. Experience in providing the services and/or items requested by this RFP.

Offeror must have experience working with Lotus Notes, VCAIS and data conversion.

5. Price.
Prospective Offerors must submit the price such Offeror proposes to charge the City for providing the required services and/or items, including all fees and costs and how they are calculated.
 6. The ability, capacity, and skill of the Offeror to provide the services and/or items described in this RFP and in a prompt and timely manner without delay or interference.
 7. The character, integrity, reputation, judgment, experience, efficiency and effectiveness of the Offeror.
 8. The quality and timeliness of performance of previous contracts or services of the nature described in this RFP.
 9. Compliance by the Offeror with laws and ordinances regarding prior contracts, purchases, or services.
 10. The conditions, if any, of the proposal.
- D. Each Offeror should provide the names, addresses, and telephone numbers of at least three (3) references in connection with supplying the services or items requested in this RFP, especially from other local government operations similar to those being requested in this RFP by the City. Each reference should include organizational name, official address, contact person, title of contract, number of years in use, and phone number.
- E. Also include any other materials you may want to submit as part of your proposal response.
- F. Responses to this RFP must be in the prescribed format. **Offeror shall provide one redacted copy of its proposal fit for public dissemination, in the event the City must respond to a Freedom of Information Act request. The redacted copy of Offeror's proposal shall be provided on CD or other electronically transferable media and shall be redacted to protect any confidential and/or proprietary information. Offeror shall not mark its entire proposal as confidential and/or redact the entire proposal; doing so may result in the disqualification of Offeror's proposal.**
- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the proposals received.
- H. The City has the right to use any or all ideas presented in reply to this RFP, subject only to the limitations regarding proprietary/confidential data of Offeror.
- I. The City is not liable for any costs incurred by any Offeror in connection with this RFP or any response by any Offeror to this RFP. The expenses incurred by Offeror in the preparation, submission, and presentation of the proposal are the sole responsibility of the Offeror and may not be charged to the City.
- J. Not used.

- K. Only the City will make news releases pertaining to this RFP or the proposed award of a Contract.
- L. Each Offeror who is a stock or nonstock corporation, limited liability company, business trust, or a limited partnership or other business entity shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if required by law. Each such Offeror shall include in its proposal response the Identification Number issued to it by the Virginia State Corporation Commission (SCC) and should list its business entity name as it is listed with the SCC. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law shall include in its proposal response a statement describing why the Offeror is not required to be so authorized. (See Va. Code Section 2.2-4311.2).
- M. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. MISCELLANEOUS.

- A. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.
- B. As this is a RFP, no information regarding the proposal records or the contents of responses will be released except in accordance with Section 2.2-4342 of the Code of Virginia. Once an award has been made, all proposals will be open to public inspection subject to the provisions set forth above.
- C. Any interpretation, correction, or change of the RFP will be made by an addendum. Interpretations, corrections or changes of this RFP made in any other manner will not be binding and Offerors must not rely upon such interpretations, corrections, or changes. The City Purchasing Division or its designee will issue Addenda. Addenda will be posted on Vendor Self Service (VSS) at <https://VSS.roanokeva.gov> as well as the Purchasing Division's web page at www.roanokeva.gov/purchasing.

- D. No Offeror shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- E. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFP. The City reserves the right to reject any proposal if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the proposed contract.
- F. The Successful Offeror must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- G. The Successful Offeror must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- H. It is the policy of the City of Roanoke to maximize participation by minority and women owned business enterprises in all aspects of City contracting opportunities.
- I. The Successful Offeror shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations. The Successful Offeror shall not during the performance of any resultant contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- J. Providers of any outside services shall be subject to the same conditions and requirements as the successful Offeror in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including costs thereof.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFP.
- L. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this RFP.
- M. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this RFP, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- N. Insurance Requirements.
Successful Offeror, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Offeror, or any of its subcontractors, under any resultant Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this RFP.

SECTION 5. PROTESTS.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 6. SERVICES AND/OR ITEMS REQUIRED.

The following are the services and/or items that the successful Offeror will be required to provide to the City and should be addressed in each Offeror's proposal.

A description and/or listing of the services and/or items that the successful Offeror will be required to provide to the City under this RFP are those that are set forth below and/or referred to in any way in the sample contract, any terms and conditions, and/or any attachments to this RFP.

Each Offeror should carefully read and review all such items and should address such items in its proposal. However, the final description of the services and/or items to be provided to the City under this RFP is subject to negotiations with the successful Offeror, and final approval by the City.

The Offeror shall provide a Legal Case Management System (system) solution and associated services, including, but not limited to installation, implementation, operation, training and maintenance. The system should have ability to integrate with Lotus Notes email and calendar. The system shall be able to import data from VCAIS, which is a Lotus Notes based application. The system shall provide multiple, customizable security levels, based on the needs of the City. Users shall have access based on security level, ranging from full access to read only access. The system should have customizable search capabilities.

Offeror shall provide the following:

- A. Installation, implementation, operation, training and maintenance.

The City's desire is to have the system in place and operational as soon as possible after selection of successful offeror. Rigorous training for four (4) main data entry personnel and 'user' training for the remaining personnel will be required.

Proposed maintenance options should include maintenance provided directly by the Offeror and/or performed by the City's Department of Technology when available.

- B. Integration of existing email/calendar functionality, compatible with Lotus Notes. Offeror should include in its proposal information on calendar compatibility/capability with Lotus Notes.

Requirements the System Functionality:

- A. The system must have the ability to issue subpoenas.
- B. The system should be able to populate fields once a piece of information is entered in the system. Entering specific bits of information as few times across multiple documents in the same case (indictments, subpoenas, etc.) as possible is preferable.
- C. Ability to scan defendant data from warrants is optional, but preferred
- D. Storage shall be on premise. The City may transition to Cloud Based Storage in the future. The City will accept proposals including on premise storage with options for transitioning to cloud based storage in the future as indicated herein. Frequent backup is crucial and should be daily. The City currently supports only SQL servers.
- E. Data archiving – Historical data must be available on a daily basis, preferably “searchable” with minimal steps required to search. This will amount to the accumulation of an individual’s local criminal record.
- F. Search ability – Searches by defendant, victim, court date, and section number are mandatory. Offeror should address search capability in its proposal.
- G. Report generation-The system should have the ability to generate reports of caseload by attorney, dockets by date and by attorney, etc.
- H. Data conversion- Offeror will be responsible for assisting the City with transferring large amounts of historical data from the current Virginia Commonwealth’s Attorney’s Information System to the new system.
- I. Additional functionality as described in Attachment A.

Server Hardware/Software Interface

- 1. The CMS should support the use of a virtual server. Currently, the City uses VMware technology for some of the applications. VMware technology will be acceptable.
- 2. The CMS should integrate with Group Wise calendaring and e-mail notifications.
- 3. The CMS System should have functionality to migrate data from Lotus Notes VCAIS system without a significant ‘double’ use period.
- 4. Browser based application is the City’s standard. We support SQL Server technologies for application database.
- 5. The CMS should permit use (view/read only access) through mobile devices such as iPads, iPods, tablets, smartphones, etc.
- 6. The standard used by the City of Roanoke is as follows:

The majority of the servers are running Windows OS on physical server or on different VM Host Server running ESXi 5.5.

Directory Services & Security Authentication: Microsoft Active Directory

Database Standards: MS SQL-server

Application Architecture

The city's application architecture includes Microsoft IIS (.NET) and IBM Domino

Connectivity to the Internet

The City has two 100M Ethernet connections to the Internet, one in the main data center and second one at DR Site (main Library), from Level3 Communication.

SECTION 7. EVALUATION CRITERIA.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. Major criteria to be considered in the evaluation may include, but shall not necessarily be limited to the items referred to above and those set forth below:

- A. The background, education and experience of the Offeror in providing similar services or items elsewhere, including the level of experience in working with municipalities and the quality of services performed or items supplied.
- B. Reasonableness/competitiveness of proposed fee and/or benefits to the City, although the City is not bound to select the Offeror who proposes the lowest fees or most benefits for services. The City reserves the right to negotiate fees and/or benefits to the City with the selected Offeror(s).
- C. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
- D. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with the City's contract.
- E. The Offeror's ability, capacity, and skill to fully and satisfactorily provide the services and/or items required in this RFP.
- F. The quality of Offeror's performance in comparable and/or similar projects.
- G. Whether the Offeror can provide the services and/or deliver the items in a prompt and timely manner.

SECTION 8. SELECTION PROCESS.

- A. Pursuant to Section 2.2-4301 (3)(b) of the Code of Virginia, selection shall be made of two or more Offerors, if there be that many, deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation of factors included in this RFP, including price. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City (through the City Manager or City Manager's designee) shall select the Offeror which, in his/her opinion, has made the best proposal, and may award the contract to that Offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is

fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- B. All proposals submitted in response to this RFP will be reviewed by the Purchasing Division or its designee for responsiveness prior to referral to a selection committee or person. A committee consisting of City personnel and/or others and/or an appropriate individual will then evaluate all responsive proposals, conduct the negotiations, and make recommendations to the City Manager, or the City Manager's designee, as appropriate. The award of a contract, if made, will be made to the Offeror whose proposal best furthers the interest of the City, as determined by the City Manager, or the City Manager's designee. The City reserves the right to reject any and all proposals, to waive any informality or irregularity in the proposals received, and to make the award to the Offeror whose proposal is deemed to be in the best interest of the City.
- C. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the selection committee or person. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are strictly at the option of the City and may or may not be conducted.

SECTION 9. COOPERATIVE PROCUREMENT.

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304 and on behalf of other public bodies in Virginia. Unless specifically prohibited by the Awarded Offeror, any resultant contract may be used by other public bodies in Virginia as allowed by Section 2.2-4304. The Awarded Offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

SECTION 10. INFORMATION ON CONTRACT TO BE AWARDED.

The Sample Contract marked as Attachment B to RFP No.15-07-08A contains terms and conditions that the City plans to include in any contract that may be awarded, but such terms and conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Offeror during negotiations. However, if an Offeror has any objections to any of the terms or conditions set forth in the Sample Contract or any changes or additions thereto that the Offeror wants to discuss during negotiations, the Offeror should set forth such objections, changes, or additions in such Offeror's proposal submitted in response to this RFP. Otherwise, submission of a proposal by an Offeror will obligate such Offeror, if it is the Successful Offeror, to enter into a contract containing the same or substantially similar terms and conditions as contained in such Sample Contract. Other terms and conditions, if necessary, will be negotiated with the Successful Offeror.

END

ATTACHMENT A

FUNCTIONAL REQUIREMENTS

REFERENCE: RFP#15-07-08A

	Additional Features
1	There are cases that have multiple charges as well as cases that have a single charge. The desired system must have the ability to handle both scenarios effectively
2	The desired system needs to have the ability to attach various file types to a case. These file types include the following: a. Images b. Wav files and other audio/video files c. PDF's d. MS Word Documents c. PDF's d. MS Word Documents e. The desired system must have copy/paste functionality for each file type supported
3	The desired system must have a robust search engine that allows users to search any aspect of any case. Please describe how your system handles this.
4	The desired system will need to handle multiple events per case. The events need to be displayed in a month view, day view, week view, as well as a list view format.
5	The desired system must have the ability to track multiple witnesses associated with a case. The events need to be displayed in a month view, day view, week view, as well as a list view format.
6	The desired system must have the ability to track multiple witnesses associated with a case.
7	The system needs to have the ability to allow users to pick and choose particular witnesses to generate a subpoena for
8	Batch subpoena generation is needed.
9	The desired system needs to have the ability to reuse persons used in a case with another case and in different events for the same case. The persons who need to be reused include the following : a. Defendants b. Common witnesses c. Attorneys d. Prosecuting attorneys e. Judges f. Victim/Witness personnel.
10	Persons: Defendant

11	The defendants entered in the desired system need to have built-in checks on key fields, meaning that formatting of data must be customizable and automated. The key fields include the following: a. Last, first, middle name b. Social Security Number c. Date of birth
12	These key fields will be vital to allow users to perform checking to prevent duplicate entries for the same defendant.
13	The defendant file must have the ability to store unlimited aliases. The alias information includes the following: a. Last, first, middle name b. Social Security Number c. Date of Birth
14	When a defendant is to be used within a criminal case, the defendant name search must also search the defendant aliases during the case entry process as well as the case lookup process.
15	Defendants stored in the desired system must have the ability to record past addresses. Please describe how this is handled in your system.
16	The desired system must provide the ability to show a defendant's entire criminal history with a click of a button.
17	Persons: Attorneys
18	The desired system must have the ability to store important information on the Prosecuting Attorneys as well as Defense Attorneys. This information includes: a. Bar number (should auto-fill if known when name is selected) b. Address c. Phone numbers d. E-mail
19	The desired system must have the ability to assign cases to prosecutors and manage all aspects of a case from a prosecutor's point of view. (Please refer to Prosecuting Attorney Specific Functions).
20	Persons: Victim and Witnesses
21	The Victim and Witnesses entered in the desired system need to have built-in checks on key fields. The key fields include the following: a. Social Security Number b. Date of Birth c. Name ('wild card' function desirable so that a search for Willia* will locate William, Williams, and Williamson). These key fields will be vital to allow users to perform checking to prevent duplicate entries.
22	The desired system must have an integrated method to track contacts (phone calls, emails, etc.).
23	The desired system must have the ability to store services provided to a Victim in a victim/witness case.

24	The desired system must have the ability to attach documents to a victim or witness person. These documents could be any electronic file format including: a. MS Word document b. PDF's c. Wav files d. Images
25	Persons: Police and Investigators
26	The desired system must utilize tables to store law enforcement personnel. The law enforcement personnel will be associated with a case.
27	A law enforcement agency and personnel must be easily entered to a case. During the entry process, users can choose from a list of police officers and investigators. If a person is not found in the list the desired system should allow the person to be added to the system and not allow free-form text entry.
28	The desired system must have the ability to store the following details for law enforcement personnel. a. Badge number (AS OPTIONAL FIELD) b. Name c. Agency the law enforcement personnel is with d. Address e. Mailing address
29	Events and Calendaring Function
30	The desired system will have to include a Docketing and Calendaring module that is fully integrated with the Cases.
31	Each event entered in the calendaring module must interface seamlessly with Lotus Notes, ability to generate e-mails and appointments are a crucial benefit.
32	The desired system must allow users the ability to configure specific events to be created automatically when certain events are added to a case.
33	The events entered in the system must also have the ability to create an entry in an individual's calendar either on the system itself or interfacing with Lotus Notes – both would be ideal.
34	The Calendaring system must have the ability to display calendars for a specific person. These persons include: a. Prosecuting attorneys b. Defense attorneys c. Judges d. Victim/Witness personnel e. Investigators
35	The Calendaring system must have the ability to display a Calendar for a case.

36	<p>The Calendaring system must allow users to choose the format in which a calendar is to be displayed. The formats desired are as follows:</p> <ul style="list-style-type: none"> a. Month view b. Week view c. Day view d. List view
37	<p>The Calendaring system must have the following abilities:</p> <ul style="list-style-type: none"> a. Ability to filter data by individuals, case types, case statuses, date range, or any other displayed data field. b. The Calendaring system must be capable of being customized with stored views to easily switch between predefined filtering criteria. This ability can be customized on a per-user basis. c. The Calendaring system must allow exporting of events to Excel or PDF. d. The Calendaring system must allow the ability to easily print a listing of Events.
38	<p>Document Generation and Management</p>
39	<p>The desired system must have a robust document generation function as well as a document management module. The Document generation function must fully integrate with the document management module.</p>
40	<p>The document generation process must have the ability to use standard MS Word Mail Merge formatting. Document/Form Templates will be created in MS Word.</p>
41	<p>The desired system must have the ability to manage the documents generated. These documents will need to be saved and associated with a case (to include various types of plea agreements).</p>
42	<p>The document generation process must provide the ability to log when a document is generated but not saved in the system</p>
43	<p>Documents stored within the system must be managed by a Document Management module that is integrated with the Criminal Case module. The details stored for each document must include the following:</p> <ul style="list-style-type: none"> a. Document type b. Title and description c. Storage location
44	<p>The desired system must have the ability to categorize documents into various types.</p>
45	<p>The Document Management module must support a discovery function that allows for the following:</p> <ul style="list-style-type: none"> a. Ability to select one or multiple files for a discovery packet. b. Ability to send the discovery packet by: <ul style="list-style-type: none"> I. E-mail II. Copy to CD/DVD III. Copy to external drive IV. Print Hard copy
46	<p>Optional Document Management Module Functions</p>

47	<p>Advanced Discovery Functions:</p> <p>a. All discovery packets must be logged in the system to indicate which files were included, how the files were created, to whom the files were sent, and by whom and the date/time in which the discovery packet was created.</p> <p>b. If the discovery packet is being sent via e-mail, the system must automatically split up the packet into multiple e-mails to ensure that e-mail attachment limitations are not overreached.</p>
48	<p>The Document Management module must be able to OCR documents to allow for searching of texts within a document.</p>
49	<p>The desired system must have the ability to search for key words in all documents stored for the entire system or for a single case.</p>
50	<p>The system must have a Redact function.</p> <p>a. The Document Management module must include a Redact function that allows the user to enter in a key word that will automatically redact all instances of the key word in the document.</p> <p>b. The user must have the ability to manually perform redaction as well.</p>
51	<p>The Document Management module must integrate with a TWAIN compatible scanner.</p>
52	<p>The Document Management module must allow the generation of Non-Discovery e-mails which contain files related to a case to be sent out. This must be logged automatically in the system indicating it was a Non-Discovery process, including the files sent, the recipient, and the Date/Time sent.</p>
53	<p>Commonwealth's Attorney Specific Functions.</p>
54	<p>The Commonwealth Attorney has specific function needs that are different from case data entry and document generation. The CA, the Chief Assistant, and the office manager will be the managers of the individual Prosecuting Attorneys.</p>
55	<p>The desired system must provide the ability to allow the Commonwealth's Attorney, the Chief Assistant, and the office manager a robust tool to manage all aspects of all caseloads assigned to their staff.</p>
56	<p>The desired system must provide the ability for the Commonwealth's Attorney, the Chief Assistant, and the office manager to monitor the progress of each of the Prosecuting Attorneys and staff members for whom they are responsible.</p>

57	<p>The Reporting engine of the desired system must provide the ability to generate statistical reports that include the following:</p> <ul style="list-style-type: none"> a. Closed cases b. Case disposition c. Pending cases d. Docket by date and by court e. Prosecuting Attorneys assigned f. Case types g. Charges/statutes <p>The reports generated from this system will be used to conduct staff and prosecutor meetings.</p>
58	<p>The Commonwealth's Attorney, the Chief Ass't, and the office manager will also need the same ability as any other Prosecuting Attorney to manage their cases.</p>
59	<p>Prosecuting Attorney Specific Functions</p>
60	<p>The Prosecuting Attorneys have specific system function needs that are different from case data entry and document generation. They require quick data access and robust searches to get the information they need in a fast and easy manner.</p>
61	<p>The desired system will need to provide a quick and easy way to display all the open cases for an individual Prosecuting Attorney when they sign on in the morning.</p>
62	<p>Each Prosecuting Attorney will need the ability to access his/her calendar with a click of a button. The Calendar views must include the following.</p> <ul style="list-style-type: none"> a. Month view b. Week view c. Day view d. List view
63	<p>Each Prosecuting Attorney will need the ability to view his/her Trial Calendar. They will also need the ability to have a calendar by any event type.</p>
64	<p>The desired system must have the following abilities:</p> <ul style="list-style-type: none"> a. Ability to filter data by individuals, case types, case statuses, date range, offense type, speedy trial notification, or any other displayed data field. b. The desired system must be capable of being customized with stored views to easily switch between predefined filtering criteria. This ability can be customized on a per user basis. c. The desired system must allow exporting a listing of Cases and Events to Excel or PDF. d. The desired system must allow the ability to easily print a specified listing of Cases and Events.
65	<p>Each Prosecuting Attorney would need to have the ability to track all cases assigned to him/her. The Prosecuting Attorney will need to have the ability to view their monthly progress or over any period of their choosing. They will need to know when a case is closed and the end result of a case. This</p>

	information must be made easily accessible with the click of a button.
66	The Prosecuting Attorney would need the ability to generate pleas and correspondence to any party.
67	Data Management Reporting
68	The desired system will need to have the ability to generate ad hoc reports that are needed to run an office effectively.
69	The desired system must have a Reporting Engine that is easy to use. The users will need to have the ability to create their own reports easily.
70	The desired system must also support ODBC clients such as Crystal Reports for users to create their own reports easily.
71	The reports generated from the desired system will assist the management to track the progress of cases within the office.
72	The reporting engine of the desired system must have the ability to save and upload reports to be run on demand.
73	The reporting engine must manage the storage and retrieval of all reports
74	Server Hardware/Software Interface
75	The desired system should support the use of a virtual server. Currently we use VMware technology for some of the applications. VMware technology will be acceptable.
76	The desired system should integrate with Lotus Notes calendaring and e-mail notifications.
77	The desired system should permit Viewing/Searching (but not Edit capability) through mobile devices such as iPads, iPods, tablets, smart phones, etc.
78	The desired system should have functionality to migrate data from Lotus Notes VCAIS system.
79	The desired system should have functionality for data archiving for decades.
80	The desired system should have search ability for multiple fields and combination of fields (complex searches).
81	The desired system should be compatible with Cloud Based Storage. Successful offeror should be able to easily transition system from internal storage to cloud base storage.
82	The desired system should have a customizable Dashboard for users.
83	The desired system should have the ability to connect with other departments in the future and include options to provide links to other law enforcement departments/agencies.
84	The desired system should include a platform for e-discovery should users decide to utilize that platform.



**ATTACHMENT B
CITY OF ROANOKE, VIRGINIA
SAMPLE CONTRACT BETWEEN CITY OF ROANOKE AND
FOR LEGAL CASE MANAGEMENT SYSTEM**

REFERENCE: RFP#15-07-08A

This Contract # _____ is dated _____, 20____, between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the “City” or “Owner”, and _____
(legal name and address of contractor)

hereinafter referred to as the “Contractor,” **{NOTE: Use one of the following if applicable.}** {a _____ **corporation.**} {an **Individual.**} {a _____ **Partnership.**} {a _____ **Limited Liability Company.**}

WITNESSETH:

WHEREAS, Contractor has been awarded this nonexclusive Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for provision of a legal case management system, including but not limited to installation, implementation, operation, training and maintenance and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONTRACTOR AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Contractor for the Work provided for in this Contract to be performed by the Contractor, the Contractor hereby covenants and agrees with the City to fully perform the services, provide any materials called for construct, and complete the Work called for by this Contract in a good and workmanlike manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that the documents to this Contract consist of this Contract and the following documents listed below (Contract Documents), all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Insurance Requirements (Exhibit 1).
2. Scope of Work (Exhibit 2).
3. Maintenance Schedule (Exhibit 3).
4. Fee Schedule (Exhibit 4).
5. Request for Proposal No. 15-07-08A, which is incorporated herein by reference.

The parties agree that if there are any differences between the provisions of the above referenced documents, the provisions of the City documents and this Contract will control over any Contractor supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Contractor for the Contractor's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, but the total amount for all such requests will not exceed \$_____ , as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Contractor, as may be provided for in this Contractor or by law, and the City retains the right of setoff as to any amounts of money the Contractor may owe the City. However, Contractor further acknowledges and agrees that any request for Contractor to perform Work under this Contract is in the sole discretion of the City and that there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.

SECTION 3. TERM OF CONTRACT.

- A. The term of this Contract shall be for one (1) year, from _____, through _____, at which time it will terminate, unless sooner terminated pursuant to the terms of the Contract or by law or unless extended as set forth herein at the option of the City.

- B. By mutual agreement of the parties, the contract may be renewed for up to four (4) additional one (1) year periods of any combination thereof. If either party wants to renew the Contract that party shall give a written request to renew to the other party at least sixty (60) days before the expiration of the original term or any renewal term of the Contract. The party receiving such request shall either accept or reject in writing such request within thirty (30) days of receipt of that request, provided, however, if the party receiving the request to renew fails to respond within thirty (30) days, the request to renew shall be deemed to be rejected, unless the parties mutually agree otherwise.

- C. All terms and conditions shall remain in force for the term of this Contract and for any renewal period unless modified by mutual agreement of both parties. Prices shall not be increased during the initial term of this Contract.

SECTION 4. TIME OF PERFORMANCE.

The Contractor shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be initially given verbally in an emergency situation) to proceed given by the City

representative to the Contractor, and the Contractor covenants and agrees to fully construct, perform, and complete the Work and/or provide the goods called for by this Contract established by such notice. The Contractor further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract Documents and that Contractor will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Contractor is working.

SECTION 5. PAYMENT.

- A. The City and Contractor agree that the City will only pay the Contractor for time actually spent and materials actually provided on the Project requested and accepted by the City. The payment requested shall be for the services completed and/or materials supplied for the Project, as specified in the Scope of Work (Exhibit 2) and as approved by the City. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, together with sufficient documentation of all reimbursable expenses or costs.

- B. Also, sufficient documentation of all costs, expenses, materials supplied, and/or hours worked may be requested by the City and, if so, may be required prior to the processing of any such request for payment. Payment will only be made for work actually performed, services actually supplied, and/or materials or goods furnished to the City, all of which need to be approved and accepted by the City prior to such payment, unless otherwise provided for in the Contract documents. Invoices for work rendered and accepted shall be submitted by Contractor directly to the _____ Approval and payment of such invoices shall be the responsibility of the _____ or designee. Once a payment request has been received by the City, the City will process such payment request. If there are any objections or problems with the payment request, the City will notify the Contractor of such matters. If the payment request is approved and accepted by the City, payment will be made by the City to the Contractor not more than 30 days after such request has been approved.

- C. The services the Contractor may be requested to provide the City are those items set forth in Exhibit 2 (Scope of Work), Exhibit 3 (Maintenance Schedule) and/or Exhibit 4 (Fee Schedule), which list of services may be amended by the mutual agreement of the parties. The prices to be paid to the Contractor for such services provided to and accepted by the City under the provisions of this Contract shall be the current price(s) as set forth in Exhibit 4 (Fee Schedule). Unless otherwise stated in this Contract, the price(s) shall include all applicable charges such as pick up, delivery, printing, packaging, shipping, and other charges.

SECTION 6. SALES TAX EXEMPTION.

The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

SECTION 7. FREE ON BOARD, RISK OF LOSS, AND TITLE.

All prices include F.O.B Destination, inside delivery to the Contractor's Licensed Area unless otherwise noted in this Contract. The risk of loss from any casualty, regardless of cause, shall be on the Contractor until the items have been delivered to City personnel making the request and accepted by the City. The risk of loss shall also be on the Contractor during the return of any items to the Contractor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City.

SECTION 8. INSPECTION.

The City shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Contract. If all or some of the items delivered to the City do not fully conform to the provisions hereof, the City shall have the right to reject and return such nonconforming items, at the sole cost of the Contractor.

SECTION 9. WARRANTY OF MATERIAL AND WORKMANSHIP.

Contractor agrees that all items provided to the City will be new, or if an item is refurbished or remanufactured, such item will meet the industry standards for such item and the item shall be clearly labeled as refurbished or remanufactured, and that all such items include such warranties as may be provided by Virginia law together with any warranties provided by the manufacturer of the item. Contractor shall use reasonable commercial efforts to assist the City in processing warranty claims against a manufacturer. Contractor also agrees that the services provided under this Contract shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like contractors in Virginia. Further, Contractor warrants that such services shall be completed in accordance with the applicable requirements of this Contract and shall be correct and appropriate for the purposes contemplated in this Contract. Contractor agrees that Contractor shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City, any items, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Contract.

SECTION 10. PAYMENTS TO OTHERS BY CONTRACTOR.

The Contractor agrees that Contractor will comply with the requirements of Section 2.2-4354 of the Virginia Code regarding Contractor's payment to other entities and the Contractor will take one of the two actions permitted therein within 7 days after receipt of amounts paid to Contractor by the City. Contractor further agrees that the Contractor shall indemnify and hold the City harmless for any lawful claims resulting from the failure of the

Contractor to make prompt payments to all persons supplying the Contractor equipment, labor, tools, or material in connection with the work provided for in the Contract. In the event of such claims, the City may, in the City's sole discretion, after providing written notice to the Contractor, withhold from any payment request or final payment the unpaid sum of money deemed sufficient to pay all appropriate claims and associated costs in connection with the Contract and make such payment, if the City determines it to be appropriate to do so.

SECTION 11. HOLD HARMLESS AND INDEMNITY.

Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Contractor's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under this Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Contractor agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of this Contract.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS, AND IMMIGRATION LAW.

Contractor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to all applicable licensing requirements, environmental regulations, and OSHA regulations. Contractor further agrees that Contractor does not and shall not during the performance of its Contract; knowingly employ an unauthorized alien as defined in the Federal Immigration Reform & Control Act of 1986.

SECTION 13. INDEPENDENT CONTRACTOR.

The relationship between Contractor and the City is a contractual relationship. It is not intended in any way to create a legal agency or employment relationship. Contractor shall, at all times, maintain its status as an independent contractor and both parties acknowledge that neither is an agent, partner or employee of the other for any purpose. Contractor shall be responsible for causing all required insurance, workers' compensation (regardless of number of employees) and unemployment insurance to be provided for all of its employees and subcontractors. Contractor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.

SECTION 14. REPORTS, RECORDS, AND AUDIT.

Contractor agrees to maintain all books, records, electronic data, and other documents relating to this Contract for a period of five (5) years after the end of each fiscal year included in this Contract. The City, its authorized employees, agents, representatives, and/or state auditors shall have full access to and the right to request, examine, copy, and/or audit any such materials during the term of the Contract and such retention period, upon prior written notice to Contractor. This includes the City's right to audit and/or examine any of the Contractor's documents and/or data as the City deems appropriate to protect the City's interests.

SECTION 15. INSURANCE REQUIREMENTS.

Contractor and any of its subcontractors involved in this Contract shall maintain the insurance coverage's set forth in Exhibit 1 to this Contract and provide the proof of such insurance coverage as called for in Exhibit 1, including workers' compensation coverage regardless of the number of Contractor's employees. Such insurance coverage shall be obtained at the Contractor's sole expense and maintained during the life of the Contract and shall be effective prior to the beginning of any work or other performance by the Contractor under this Contract. Additional insured endorsements, if required, must be received by the City within 30 days of the execution of this Contract or as otherwise required by the City's Risk Manager.

SECTION 16. DEFAULT.

If Contractor fails or refuses to perform any of the terms of this Contract, including poor services, work or materials, the City may, by written notice to Contractor, terminate this Contract in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Contractor shall be liable for any damages to the City resulting from Contractor's default. The City further reserves the right to immediately obtain such work or services from other entities in the event of Contractor's default.

SECTION 17. NONWAIVER.

Contractor agrees that the City's waiver or failure to enforce or require performance of any term or condition of this Contract or the City's waiver of any particular breach of this Contract by the Contractor extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of this Contract or a waiver of any other breaches of the Contract by the Contractor and does not bar the City from requiring the Contractor to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the Contractor under this Contract or by law.

SECTION 18. FORUM SELECTION AND CHOICE OF LAW.

This Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue for any litigation, suits, and claims arising from or connected with this Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to this Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties. The provisions of this Contract shall not be construed in favor of or against either party, but shall be construed according to their fair meaning as if both parties jointly prepared this Contract.

SECTION 19. SEVERABILITY.

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

SECTION 20. NONDISCRIMINATION.

- A. During the performance of this Contract, Contractor agrees as follows:
- i. Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - ii. Contractor in all solicitations or advertisements for employees placed by or on behalf of Contractor will state that Contractor is an equal opportunity employer.
 - iii. 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.
- B. Contractor will include the provisions of the foregoing Section A (i, ii, and iii) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

SECTION 21. DRUG-FREE WORKPLACE.

- A. During the performance of this Contract, Contractor agrees to (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to

employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

SECTION 22. FAITH BASED ORGANIZATIONS.

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

SECTION 23. ASSIGNMENT.

Contractor may not assign or transfer this Contract in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.

SECTION 24. CONTRACTUAL DISPUTES.

Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after the earlier of the final payment or termination of the Contract or notice from the City to the Contractor that the City disputes the amount of Contractor's request for final payment. However, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the Contractor. A written decision upon any such claims will be made by the City Manager or the City Manager's designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The Contractor may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of Contractor's claim. The decision of the City Manager shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2 - 4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the

City's failure to render a decision within said 120 days shall be Contractor's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2 - 4365 of the Va. Code has been established for contractual claims under this Contract.

SECTION 25. SUCCESSORS AND ASSIGNS.

The terms, conditions, provisions, and undertakings of this Contract shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

SECTION 26. HEADINGS.

The captions and headings in this Contract are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of this Contract.

SECTION 27. COUNTERPART COPIES.

This Contract may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

SECTION 28. AUTHORITY TO SIGN.

The persons who have executed this Contract represent and warrant that they are duly authorized to execute this Contract on behalf of the party for whom they are signing.

SECTION 29. NOTICES.

All notices must be given in writing and shall be validly given if sent by certified mail, return receipt requested, or by a nationally recognized overnight courier, with a receipt, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

To City:	City of Roanoke _____ _____ _____
Facsimile:	Roanoke, Virginia 2401_ (540) 853-XXXX
Copy to:	City of Roanoke Purchasing Division Attn: Purchasing Manager Noel C. Taylor Municipal Building, Room 202 215 Church Avenue, SW Roanoke, Virginia 24011
Facsimile:	(540) 853-1513

If to Contractor: _____
Attn: _____, President/CEO

Email Address: _____
Phone: _____

Notices shall be deemed to be effective one day after sending if sent by overnight courier or three (3) days after sending it by certified mail, return receipt requested.

SECTION 30. PROTECTING PERSONS AND PROPERTY.

The Contractor expressly undertakes both directly and through its subcontractors, to take every reasonable precaution at all times for the protection of all persons and property at the location of the Work or in the vicinity of the Work or that may be affected by the Contractor's operation in connection with the Work. The Contractor will maintain adequate protection of all Contractor's Work to prevent damage to it and shall protect the City's property from any injury or loss arising in connection with this Contract and to protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. Contractor agrees to be responsible for the entire Work and will be liable for all damages to the Work, including, but not limited to, damages to any property of the City or to any property in the vicinity or adjacent to the Work. All damage with respect to the Work caused by vandalism, weather, or any other cause, other than resulting from the sole negligence of the City shall be the responsibility of the Contractor. Contractor shall also be responsible for any inventory shortages and discrepancies of any type.

SECTION 31. CONTRACT SUBJECT TO FUNDING.

This Contract is subject to funding and/or appropriations from federal, state, and/or local governments and/or agencies. If any such funding is not provided, withdrawn, or otherwise not made available for this Contract, the Contractor agrees that the City may terminate this Contract on seven (7) days written notice to Contractor, without any penalty or damages being incurred by the City. Contractor further agrees to comply with any applicable requirements of any grants and/or agreements providing such funding.

SECTION 32. SUSPENSION OR TERMINATION OF CONTRACT BY CITY.

- A. The City, at any time, may order Contractor to immediately stop work on this Contract, and/or by seven days (7) written notice may terminate this Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the Contractor shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process (unless otherwise directed by the notice).

1. If the termination or stop work order is due to the failure of the Contractor to fulfill any of its Contract obligations, the City may take over the Work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
2. Should the Contract be terminated or work is stopped not due in any way to the fault of the Contractor, the Contractor shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
3. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under this Contract and City may pursue any and all such rights and remedies against Contractor as it deems appropriate.

SECTION 33. ETHICS IN PUBLIC CONTRACTING.

The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Va. Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this Contract.

SECTION 34. COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH OF VIRGINIA.

Contractor shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. The City may void the Contract if the Contractor fails to remain in compliance with the provisions of this section.

SECTION 35. OWNERSHIP OF REPORTS AND DOCUMENTS.

Contractor agrees that all reports and any other documents (including electronic data) prepared for, obtained in connection with, and/or required to be produced in connection with this Contract shall be delivered by the Contractor to the City and all such items shall become the sole property of the City. The Contractor agrees that the City shall own all rights of any type in and to all such items, including but not limited to copyrights and trademarks, and the City may reproduce, copy, and use all such items as the City deems

appropriate, without any restriction or limitation on their use and without any cost or charges to the City from Contractor. Contractor hereby transfers and assigns all such rights and items to the City. Contractor further agrees Contractor will take any action and execute any documents necessary to accomplish the provisions of this Section. The Contractor also warrants that Contractor has good title to all materials, equipment, documents, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

SECTION 36. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW.

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

WITNESS:

(Full Legal Name of Contractor)

_____ By _____

Printed Name and Title

Printed Name and Title

WITNESS:

CITY OF ROANOKE, VIRGINIA

_____ By _____
City Manager or Authorized City Representative

Printed Name and Title

Printed Name and Title

Approved as to form:

Appropriation and Funds Required
for this Contract Certified:

City Attorney

Director of Finance

Approved as to Execution:

Account # _____

CT# _____

Date _____

City Attorney

**EXHIBIT 1
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR LEGAL CASE MANAGEMENT SYSTEM**

REFERENCE: RFP#15-07-08A

SAMPLE CONTRACTOR'S INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS SECTION

The Contractor shall comply with the insurance requirements set forth in the Contract, including the items set forth below:

- A. Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained and provided proof of the required insurance coverages to the City, and such proof has been approved by the City. The Contractor confirms to the City that all subcontractors have provided Contractor with proof of such insurance, or will do so prior to commencing any work under this Contract.

- B. Contractor, including all subcontractors, shall, at its and/or their sole expense, obtain and maintain during the life of this Contract the insurance policies and/or coverages required by this section. The City and its officers, employees, agents, assigns, and volunteers shall be added as an additional insured to the general liability and automobile coverages of any such policies and such insurance coverages shall be primary and noncontributory to any insurance and/or self-insurance such additional insureds may have. The Contractor shall immediately notify in writing the City of any changes, modifications, and/or termination of any insurance coverages and/or policies required by this Contract. The Contractor shall provide to the City with the signed Contract an Acord certificate of insurance which states in the description of operations section one of the two paragraphs below:
 - (1) The City and its officers, employees, agents, assigns, and volunteers are additional insureds as coverage under this policy includes ISO endorsement CG 20 33 which provides that the insured status of such entities is automatic if required by a contract or a written agreement. (If additional insured status is automatic under a different coverage form, Contractor must attach a copy of the coverage form to its certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

OR

- (2) ISO endorsement CG 20 10 will be issued, prior to the beginning of any work or other performance by Contractor under this Contract, to the City and its

officers, employees, agents, assigns, and volunteers naming them as an additional insured under the general liability coverage. (A copy of the binder confirming the issuance must be attached to the certificate. Any required insurance policies shall be effective prior to the beginning of any work or other performance by Contractor and any subcontractors under this Contract).

However, if B (1) or (2) cannot be provided, the City's Risk Manager, in such Manager's sole discretion, may approve such other certificate of insurance or insurance document(s) that the Risk Manager deems acceptable. The City of Roanoke shall also be named as the Certificate Holder.

C. The minimum insurance policies and/or coverages that shall be provided by the Contractor, including its subcontractors, include the following:

(1) Commercial General Liability: \$1,000,000.00

\$1,000,000.00 General Aggregate Limit (other than Products/Completed Operations).

\$1,000,000.00 Products/Completed Operations Aggregate Limit.

\$1,000,000.00 Personal Injury Liability (including liability for slander, libel, and defamation of character).

\$1,000,000.00 each occurrence limit

(2) Automobile Liability: \$1,000,000.00 combined single limit

(3) Workers' Compensation and Employer's Liability:

Workers' Compensation: statutory coverage for Virginia

Employer's Liability:

\$100,000.00 Bodily Injury by Accident each occurrence

\$500,000.00 Bodily Injury by Disease Policy Limit.

\$100,000.00 Bodily Injury by Disease each employee.

(4) The required limits of insurance for this Contract may be achieved by combining underlying primary coverage with an umbrella liability coverage to apply in excess of the general and automobile liability policies, provided that such umbrella liability policy follows the form of the underlying primary coverage.

- (5) Such insurance policies and/or coverages shall provide for coverage against any and all claims and demands made by a person or persons or any other entity for property damages or bodily or personal injury (including death) incurred in connection with the services, work, items, and/or other matters to be provided under this Contract with respect to the commercial general liability coverages and the automobile liability coverages. With respect to the workers' compensation coverage, Contractor's and its subcontractors' insurance company shall waive rights of subrogation against the City and its officers, employees, agents, assigns, and volunteers.
- (6) **Contractor shall provide such other insurance policies and/or coverages that may be required by other parts of this Contract. If required by the Contract, such policies and/or coverages could include, but are not limited to, Errors and Omissions/Professional Liability, Crime/ Fidelity, Environmental and/or Pollution, Builder's Risk, Umbrella/Excess.**

D. Proof of Insurance Coverage:

- (1) Contractor shall furnish the City with the above required certificates of insurance showing the type, amount, effective dates, and date of expiration of the policies.
- (2) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

E. Insurance coverage shall be in a form and with an insurance company approved by the City, which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Contract shall be authorized to do business in the Commonwealth of Virginia.

F. The Contractor's insurance policies and/or coverages shall not contain any exclusions for the Contractor's subcontractors.

G. The continued maintenance of the insurance policies and coverages required by the Contract is a continuing obligation, and the lapse and/or termination of any such policies or coverages without approved replacement policies and/or coverages being obtained shall be grounds for termination of the Contractor for default.

H. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor, and/or its subcontractors, or their insurance carriers. The City does not in any way represent that the coverages or the limits of insurance specified are sufficient or adequate to protect the Contractor's interest or liabilities, but are merely minimums. The obligation of the Contractor, and its subcontractors, to purchase insurance shall not in any way limit the obligations of the Contractor in

the event that the City or any of those named above should suffer any injury or loss in excess of the amount actually recoverable through insurance. Furthermore, there is no requirement or obligation for the City to seek any recovery against the Contractor's insurance company before seeking recovery directly from the Contractor.

END

**EXHIBIT 2
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR LEGAL CASE MANAGEMENT SYSTEM**

REFERENCE: RFP#15-07-08A

SCOPE OF WORK

The following are the services and/or items that the Successful Bidder will be required to provide and such services are to be included in the bids.

The services, work, and/or items that the Contractor shall provide in a timely and proper manner in accordance with the Contract include, but are not necessarily limited to, the following:

To be negotiated with the Successful Offeror.

**EXHIBIT 3
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR LEGAL CASE MANAGEMENT SYSTEM**

REFERENCE: RFP#15-07-08A

MAINTENANCE SCHEDULE

To be negotiated with the Successful Offeror.

**EXHIBIT 4
TO CONTRACT
BETWEEN CITY OF ROANOKE AND
FOR LEGAL CASE MANAGEMENT SYSTEM**

REFERENCE: RFP#15-07-08A

FEE SCHEDULE

To be negotiated with the Successful Offeror.