



February 22, 2016

RE: Request for Proposal No. 16-07-05 for Contract Management Software

To Whom It May Concern:

The City of Roanoke is soliciting sealed proposals for Contract Management software and related services.

**Services/Deliverables**

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. 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.

- A. Software to cover all aspects of contract management. Offerors should provide information on how their software solution addresses the following:
  - 1. Contract drafting including but not limited to:
    - i. Uploading contract templates, template storage and uploading, document version control and comparability;
  - 2. Contract routing including but not limited to:
    - i. Document version control, work flow approvals and tracking, negotiation tracking, electronic signatures; and
    - ii. Escalation capabilities.
  - 3. Contract storage and management including but not limited to:
    - i. Security and user access levels, search capability; uploading and management of related documents such as insurance certificates and bonds;
  - 4. Contract notifications including but not limited to: e-mail notifications of renewals & expirations.
  - 5. Contract amendment creation, routing & notification;
  - 6. Contractor performance evaluations;
  - 7. Generation of customizable reports including but not limited to contract expiration, contract value, and contract type;
  - 8. Exporting data to Microsoft Office products; and

9. Suspense date notifications for renewals, expirations, etc.
- B. Software setup, program customization, data migration, employee training and technical support.
- C. Ease of use for navigation.
- D. Integration with existing programs (ex: Laserfische, Lotus Notes, Advantage, etc.).
- E. Redundancy and back up features.
- F. Hosted and/or cloud based solutions.
- G. Architecture of software including technologies the system runs.

### **Submittal**

Submit your Proposal, **one (1) original and four (4) copies**, of the following materials appropriately signed by the Offeror.

1. A signed signature page (Attachment B)
2. Proposed solution to provide the services/deliverables described in this RFP.
3. Sample sales agreement and maintenance agreement (if applicable). The City's standard purchase order terms and conditions are included in this RFP as Attachment A.

### **Insurance Requirements**

The insurance requirements provided for in this Request for Proposals (RFP) must be provided by the Successful Offeror before any work is performed.

Neither the Contractor nor any subcontractor shall commence work under this Contract until the Contractor has obtained all the insurance policies required under this Section and such Insurance has been approved by the City. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have.

1. The following minimum insurance requirements apply:
  - a. Workers' Compensation and Employers' Liability:

The Contractor shall obtain and maintain the following limits:

Workers' Compensation: Statutory

Employers' Liability: \$100,000 bodily injury by accident each occurrence

\$500,000 bodily injury by disease (policy limit)

\$100,000 bodily injury by disease each employee

- b. Commercial General Liability:

Coverage is to be written on an "occurrence" basis, \$1,000,000 minimum limit, and such coverage shall include:

- Products/Completed Operations

- Personal Injury and Advertising Injury
  - Bodily Injury
- c. Automobile Liability:  
Limits for vehicles owned, non-owned or hired shall not be less than:
- \$1,000,000 Bodily Injury and Property Damage combined single limit
- d. Errors and Omissions coverage in an amount of not less than \$1,000,000 per occurrence and in the aggregate. Coverage may be written on an occurrence or claims made coverage form. However, if a claim is made, coverage form is used; coverage must remain in effect for a minimum of 3 years after the Contractor's work is concluded.
2. Proof of Insurance Coverage: The policies of insurance shall be purchased from a reputable insurer licensed to do business in Virginia and maintained for the life of the Contract by the Contractor. Other insurance requirements include the following:
- a. The Contractor shall furnish the City with the required certificates of insurance showing the insurer, type of insurance, policy number, policy term, and limits.
  - b. The required certificates of insurance shall contain substantially the following statement: "The insurance covered by this certificate shall not be canceled or materially altered except after a thirty (30) day written notice has been received by the Risk Management Officer for the City of Roanoke."
  - c. The required certificates of insurance shall name the City of Roanoke, its officers, agents, volunteers, and employees as additional insureds except with regard to the workers' compensation and employers' liability coverages which shall contain a waiver of subrogation in favor of the City. Additional insured and waiver endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of beginning of this contract.

**All responses to this request for proposal shall be submitted on or before 2:00 p.m. on March 23, 2016 to the address listed below:**

City of Roanoke  
Noel C. Taylor Municipal Building  
Purchasing Division, Room 202  
215 Church Ave. S.W., Roanoke, VA 24011  
Ref: RFP # 16-07-05 Contract Management Software  
Attn: Monica Cole, Senior Buyer

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. A removable media storage device containing two (2) digital copies of the proposal, one as submitted, and one **redacted to remove all confidential and proprietary material**, must be included in the proposal packet. The notation "Contract Management Software", RFP # 16-07-05

and the opening time and date must be clearly marked on the front of that sealed envelope or package. Proposals received after the specified date and time will not be accepted. 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 reserves the right to reject or cancel any or all proposals, to waive any 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.

Offerors will be evaluated for selection on the basis of those most qualified to meet the requirements of this RFP. The City of Roanoke does not use a numerical or weighted scoring system when evaluating selection criteria. 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.

1. 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.
2. Reasonable/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 selected Offeror.
3. The Offeror's responsiveness and compliance with the RFP requirements and conditions.
4. Determination that the selected Offeror has no contractual relationships which would result in a conflict of interest with City's contract.
5. The Offeror's ability, capacity and skill to fully and satisfactorily provide the services or items required in this RFP.
6. The quality of Offeror's performance in comparable and/or similar projects.
7. Whether the Offeror can provide the services and/or items in a prompt and timely fashion.

**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 540-853-5268, by fax at 540-853-1513, or by email at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov)**

Proposal evaluation and award will be accomplished in accordance with this Request for Proposal and Sections 23.2-1, et. seq. of the Code of the City of Roanoke, Virginia. General and/or technical questions regarding the Scope of Services and/or items required or procurement questions under this RFP may be directed to Monica Cole, Senior Buyer at [monica.cole@roanokeva.gov](mailto:monica.cole@roanokeva.gov). If necessary, an addendum will be issued and posted to the City Vendor Self Service website at <https://VSS.roanokeva.gov> and to the Current Bids/RFP Requests tab on City website at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing).

Sincerely,

Monica Cole  
Senior Buyer  
Purchasing Division

**Attachment A to  
RFP # 16-07-05**

**Contract Management Software**

**PURCHASE ORDER TERMS AND CONDITIONS**

**1. Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document ( which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

**2. Invoicing.**

All invoices shall be sent to:

City of Roanoke  
215 Church Ave SW  
Roanoke, VA 24011

**3. Termination for Default and Convenience.**

- A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, 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 Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.
- B.** The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.
- C.** The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

**4. Changes By Vendor.**

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of the City.

**5. Changes By City.**

At any time the City may by written notice to Vendor make changes to the scope of this Purchase Order in any one or more of the following: (1) drawings, designs or specifications; (2) method of shipping/packaging; (3) place of inspection, delivery or acceptance; and/or (4) quantity. Vendor shall proceed immediately to perform this Purchase Order as changed. If any such change causes a material increase or decrease in the cost of the items, or the time required for performance of any part of the work required by this Purchase Order, the City and Vendor will agree upon an equitable adjustment in the price and/or delivery schedule. To qualify for adjustment consideration, Vendor must send written notice to the City of Vendor's intent to file a claim under this clause within 14 calendar days from the date of receipt by Vendor of such written notice of change. Vendor shall proceed with the changed Purchase Order pending resolution of the claim for adjustment. The City may act on any such claim at any time prior to final payment under this Purchase Order. Nothing in this clause shall excuse Vendor from proceeding with this Purchase Order as changed.

**6. Payment.**

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.

**7. 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.

**8. Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the City. The risk of loss shall also be on the Vendor during the return of any items to the Vendor. Title to the items shall pass to the City upon receipt and acceptance of such items by the City at the designated destination

**9. Inspection.**

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

10. **Insurance.**  
Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.
11. **Warranty.**  
Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, 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 Purchase Order.
12. **Independent Contractor.**  
The relationship between Vendor and the City is a contractual relationship. Vendor 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. Vendor shall be responsible for causing all required insurance, workers' compensation and unemployment insurance to be provided for itself and all its employees and subcontractors. Vendor will be responsible for all actions of any of its subcontractors, and that they are properly licensed.
13. **Nondiscrimination.**  
Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.
14. **Drug-Free Workplace.**  
Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.
15. **Faith-Based Organizations.**  
Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

16. **Assignment.**  
Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the City, which consent shall not be unreasonably withheld.
17. **Successors and Assigns.**  
The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
18. **Indemnification.**  
Vendor agrees to 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 Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.
19. **Governing Law and Forum Selection.**  
By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
20. **Acceptance – Entire Agreement - Modification.**  
**Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between the City and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City's acceptance of or payment for Vendor's items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City's purchasing office. Vendor's shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.**

**Attachment B to  
RFP # 16-07-05**

**Contract Management Software**

**SIGNATURE PAGE**

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. Unless the proposal is withdrawn, the Offeror agrees that any prices or terms for such proposal shall remain valid for sixty (60) days after opening. Notices of proposal withdrawal must be submitted in writing to the Purchasing Manager.

**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:** \_\_\_\_\_