

REQUEST FOR PROPOSALS

RFP No. 20-1321-6208

Issue Date: September 24, 2019



City of Newport News
OFFICE OF PURCHASING
2400 Washington Avenue, 4th Floor
Newport News, VA 23607
Phone: (757) 926-8721
Fax: (757) 926-8038
www.nnva.gov/purchasing

Title:	Information Technology - Integrated Library System Software.
Proposals Due:	October 25, 2019 at 5:00 PM.
Project Overview:	To provide the Newport News Public Libraries (NNPL) with an integrated library system software that facilitates library services via the automation of circulation functions, cataloguing and inventory functions, acquisitions functions, and user search/access functions.

The City of Newport News (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein and proposals will be received at the Office of Purchasing, 4th Floor, City Hall, 2400 Washington Avenue, Newport News, Virginia, 23607, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A Pre-Proposal Conference is NOT scheduled for this solicitation.

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer and the Assistant Buyer not later than 1:00 p.m. on September 26, 2019. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	Kersha Aerga, Senior Buyer, aergake@nnva.gov
Assistant Buyer:	Tionna Cloud, Assistant Buyer, cloudtc@nnva.gov

This solicitation is posted on eVA, Virginia’s eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all City of Newport News solicitations on eVA is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting Solicitations from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect through the B2B Connect tab on the eVA solicitation webpage.

Note: The City of Newport News utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City’s electronic procurement system.

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SECTION A STANDARD TERMS AND CONDITIONS

Rev: 8/1/2019

1. PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS

- a. Direct contact with anyone other than the City of Newport News Office of Purchasing, including other City departments or the City's consultants, regarding this Request for Proposals (also referred to as "solicitation" herein) is expressly forbidden. Violation of this directive may result in a determination that the Offeror is ineligible for award.
- b. All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Electronic transmittals (i.e. fax, email, etc.) will not be considered. Proposals received in the Office of Purchasing after the due date and time will not be accepted. Failure to return required documents and information specified herein may result in a determination that the proposal will not be considered for award.
- c. All costs associated with preparing a proposal, including any mailing costs, are the Offer's responsibility.
- d. All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- e. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the City, including sales tax, delivery charges or other surcharges. Prices quoted shall be the final cost to the City. All deliveries shall be F.O.B. Destination.
- f. If City Hall is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the City, at the originally scheduled time.
- g. The Terms, Conditions and Specifications in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered should be submitted with the proposal. All Terms, Conditions and Specifications will be incorporated by reference and be part of the contract following award.
- h. Failure to submit a proposal on the official City form(s), as provided herein, and failure to provide an authorized signature on the forms may be cause for rejection of the proposal.
- i. Submission of a proposal is not to be construed as an award or an order to ship.
- j. A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the submittal. Suspension or debarment may disqualify the Offeror from award of a contract.

2. **ADDENDA:** Changes or supplemental instructions to this Request for Proposals will be posted online with this solicitation. It is the Offeror's responsibility to check for addenda prior to the proposal due date and time to ensure that all addenda are received.

The City posts all solicitations and related addenda on **eVA**, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.

3. AWARD

- a. A notice of award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to City of Newport News solicitations and related awards on eVA is located at www.nnva.gov/691 or from the Office of Purchasing webpage (www.nnva.gov/purchasing) by selecting *Solicitations* from the left side bar.
 - b. Award shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals. No other factors or criteria shall be used in the evaluation. When the terms and conditions for multiple awards are provided in the Request for Proposals, awards may be made to more than one (1) Offeror.
 - c. The City may request additional information and make reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall provide the City information and data for this purpose. The City may inspect physical facilities if deemed necessary. In addition, the City reserves the right to conduct any test/inspection deemed necessary to assure goods and services conform to the specifications or Scope of Work.
 - d. An Offeror may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) days after the award or the announcement of the decision to award as indicated in the Code of the City of Newport News Section 2-576.3. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) business days stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of the written decision by invoking the administrative procedures established by the Purchasing Agent.
 - e. The Administrative Appeals Procedure is posted on the Office of Purchasing website <https://www.nnva.gov/707/Vendor-Resources>. This procedure shall be used for hearing protests of a decision to award or an award, appeals from refusal to allow withdrawal of bids, appeals from disqualification, appeals for debarment or suspension, or determinations of non-responsibility and appeals from decision or disputes arising during the performance of a contract.
4. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Request for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Office of Purchasing. The Office of Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments. The City may also use a web-based service to obtain signatures electronically.
 5. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The City's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
 6. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:** All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the

Offeror is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter 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, as amended, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

7. **COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, agencies or institutions within the United States to purchase at contract prices and terms and conditions. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The City of Newport News is not a party to such contracts and is not responsible for placement of orders and payment or discrepancies of the participating public bodies. It is the Contractor's responsibility to notify other public bodies of the availability of contract(s), if desired. Offerors who do not wish to extend the terms, conditions and prices to other public bodies shall so indicate in the proposal.
8. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The City of Newport News desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the City's procurement activities. The City of Newport News encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Offerors are requested to complete and provide the Small, Women-Owned, Minority-Owned and Service Disabled Veteran-Owned Business Requirements Form.
9. **FAITH BASED ORGANIZATIONS:** The City of Newport News does not discriminate against faith based organizations.
10. **NON-DISCRIMINATION:** During the performance of a contract with the City, the Contractor agrees as follows:
 - a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. 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.
 - d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.
11. **DRUG FREE WORKPLACE:** During the performance of a contract with the City, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the

Contractor's workplace and specifying the actions that will be taken against employees for violations of prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

12. PAYMENT TERMS

- a. Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror on the Proposal Form. Alternate terms may be offered for prompt payment of bills.
- b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c. Late payment charges shall not exceed one percent (1%) per month as indicated in the Code of Virginia Section 2.2-4352, Prompt Payment of Bills by Localities.
- d. If offered by the Offeror, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- e. The date of postmark shall be deemed as the date of payment in all cases where payment is made by mail.
- f. The City does not make advance payments for goods or services by practice.

13. **TAXES:** Sales to the City of Newport News are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

14. **HOLD HARMLESS AND INDEMNIFICATION:** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by lack of performance, unlawful acts or omissions, or the negligent or willful acts or omissions of contractor or its subcontractors or sub-consultants. Further, if the Contractor subcontracts any work, it will require in its subcontracts that each contractor indemnify defend and hold harmless the City as stated above.

15. CYBER SECURITY AND PRIVACY BREACH INDEMNIFICATION

In the event of a breach of confidential or private information from City data due to any alleged act, omission, professional error, fault, mistake, or negligence of the Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of the contract, the Contractor shall indemnify the City, its elected officials, officers, employees, and volunteers for all costs associated with the privacy or security breach, including the costs of professional external Information Technology services to: contain and/or terminate the security failure or privacy event; conduct a forensic investigation to determine cause and scope of the breach (including who may have been affected by the breach); research and identify current address information to contact those affected as well as third party notification services, third party identity theft, and identity restoration insurance and/or services, legal services and advices relating to the security failure or privacy event, external professional communication services to provide call center services, press releases, and answer questions related to the breach for those affected, regulatory fines, penalties or assessments levied against the City as a result of the breach including State,

Federal, PCI, and shall fully indemnify the City for any third party claims resulting on account of loss of, or damage to any property or for injuries to or death of any person.

Confidentiality: Confidential Information may be supplied to the Contractor solely for the purposes of performance under the Contract and Contractor agrees not to use this data for any other purpose or to disclose the data to any third party. Contractor shall be liable for any damages arising from breach of any local, state, or federal confidentiality or privacy laws related to the Contractor's performance under the contract.

Contractor shall take all reasonable and appropriate actions to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of the Contract. This obligation of confidentiality will not apply to information that:

- a. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Contract by a party or its employees or agents;
- b. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- c. a party receives from a third party who has a right to disclose it to the receiving party; or
- d. is the subject of a court order, subpoena, or other legitimate disclosure request or demand under the Virginia Freedom of Information Act, Va. Code §2.2-3700, et seq. or similar applicable public disclosure laws governing this Contract; provided, however, that in the event you receive a public records, subpoena or other similar applicable request or demand, you will give us prompt notice and otherwise perform the functions required by applicable law.
- e. Any violation by Vendor of any provision under this Confidential Information section shall constitute a material breach of this Contract, and as such the City reserves the right to terminate the Contract immediately without penalty and pursue any remedies allowed by law to prevent or remedy a breach by the Contractor of its obligations to the Confidential Information section to include injunctive relief.

16. **INTERPRETATION OF SPECIFICATIONS:** The apparent silence in the specifications and any supplemental specifications as to any detail or the omission from the specifications shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
17. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
18. **GOVERNING LAW AND VENUE:** This solicitation and any resulting Contract are subject to the laws of the Commonwealth of Virginia and the Newport News City Code. Any litigation with respect thereto shall be brought in the courts of the City of Newport News, Virginia, or the United States District Court for the Eastern District of Virginia, Newport News Division.
19. **RIGHTS UNDER ANTITRUST LAWS:** The Offeror assigns to the City any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the City.
20. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia,

knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

21. **ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.
22. **DEFAULT:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.
23. **TERMINATION FOR CONVENIENCE:** The City may terminate a contract when funds are not appropriated for the specified goods or services or when it is determined to be in the City's best interest without providing specific cause.

If the contract is an extended term contract, after completion of the first contract period, either party may terminate the contract without penalty or financial obligation, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination.

Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

24. **TERMINATION FOR CAUSE:** In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the City may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The City may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the City may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the City terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the City shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the City of any other rights or remedies available to the City by law or contract.

25. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the City to the Contractor or the waiver by the City of any provision under the contract, including any obligation of the Contractor, constitute or be construed as a waiver by the City of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the City while any such breach or default exists shall not impair or prejudice any rights or remedies available to the City.
26. **SEVERABILITY:** If any provision of the Contract resulting from this solicitation or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

27. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
28. **CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a Purchase Order or related document issued by the Office of Purchasing, the contract documents shall control.
29. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the City from acquiring similar, equal or like goods and/or services from other sources.
30. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Contractor by the City. The City shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the City to the Contractor pursuant to this contract or any renewal or extension of this contract. The City's employees, agents or authorized representatives shall have access to the Contractor's facilities and all necessary records and be provided adequate and appropriate work space, in order to conduct audits.
31. **ENTIRE AGREEMENT:** The contract resulting from this solicitation and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

1. **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the solution required and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The City will make a single award, to the responsible Offeror who has made the best proposal, determined to be most advantageous to the City.
4. **CONTRACT/AGREEMENT:** Following award, a contract will be executed between the Contractor and the City. A sample contract is included in this Request for Proposals. Do not return the sample contract with the proposal; it is provided for informational purposes only.
5. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance. The City and the Contractor must mutually agree to modify the terms, conditions, scope or prices/costs contained in the contract before modifications are implemented.
6. **CONTRACT PERIOD/ RENEWAL:** The contract shall continue until completion of the project. If required, an ongoing contract period will be determined based on the licensing, support and maintenance requirements of the awarded Contractor.
7. **PRICE ESCALATION/DE-ESCALATION:** Prices shall remain firm during the entire duration of the project. Price adjustments for ongoing licensing, support and maintenance will be negotiated between the City and the Contractor.

The City reserves the right to request a reduction in price based on economic factors or market conditions during the contract term according to changes in government indexes or other factors.

8. **METHOD OF ORDERING:** Receipt of a Purchase Order constitutes the authorization to provide the goods or services specified on the order.

The City operates on a fiscal year basis from July 1 through June 30 of each year. Should Blanket Purchase Orders be issued, they may be valid up to the end of the current fiscal year. New Purchase Order(s) are issued at the beginning of each fiscal year to cover the remainder of the then current contract period.

NOTE: The City utilizes eVA to post solicitations. Purchase Orders will be issued directly from the City's electronic procurement system.

9. **INVOICING:** The Purchase Order number and the Contract Number (when applicable) shall be included on each invoice and packing slip. Failure to include this information may delay payment. Invoices shall be sent to: Department of Finance, Accounts Payable, 2400 Washington Avenue, 6th Floor, City Hall, and Newport News, VA 23607. No service fees or additional costs will be paid by the City during the term of the contract unless allowed in the contract.
10. **PAYMENT:** Payment will be authorized following receipt of a valid Invoice which must include the Purchase Order Number, Purchase Order Line Item Number(s), Contract number (if provided by the

City) Description of Goods and Services, Unit Prices, Total Price). Invoices may be submitted upon completion of the project. Final payment terms may be negotiated with the selected Offeror.

11. **EQUIPMENT:** Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
12. **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services.

Prior to submitting a proposal, ensure that your firm fully understands the City's insurance requirements, your carrier is properly rated and that your carrier can provide the required insurance and endorsements.

Contractor shall have seven (7) days from the date of the City's request to provide insurance certificates and endorsements. Failure to provide the certificates and endorsements within this timeframe may be cause for the City to rescind award of a contract and hold the original Bidder/Offeror liable for excess costs.

Insurance requirements are specified herein as Exhibit I.

13. **WARRANTY:** The Contractor warrants the goods/services furnished to be of the highest quality and to be free from defects for a minimum period of one year from the date of delivery or installation and shall carry the standard manufacturer's warranty. As applicable, the warranty shall include parts, labor and all return delivery costs. Replacements and repairs shall be made by the Contractor at no cost and to the satisfaction of the City. The most favorable warranty the Contractor provides other customers, if better than the warranty requirement stated herein, shall be extended to the City.
14. **SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the City. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The City shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the City. If the City delays the project for any reason for a continuous period of ninety (90) days or more, the City and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.
15. **CONTINUITY OF SERVICES:** The services rendered in the contract resulting from this RFP are vital to the City and must be continued without interruption. At contract expiration, the Contractor shall provide best efforts and cooperation to facilitate an efficient and effective transition to a successor, whether City or other Contractor at no additional cost to the City.

SECTION C SUBMISSION REQUIREMENTS AND EVALUATION

1. PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as “ORIGINAL”), one (1) complete paper copy and *one* (1) electronic version on CD or USB/”Thumb Drive” (a USB/”Thumb Drive” is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the City of Newport News, Office of Purchasing, 2400 Washington Avenue, Newport News, VA 23607.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror’s name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version and be provided as a single PDF file. In case of a conflict between the original paper version and the electronic version, the original paper version shall govern.

2. TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- Attachment A - Proposal Form. The Proposal Form should serve as the cover page of the proposal.
- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror’s understanding of the requirements contained in the Scope of Work.
- Capability and functionality of the proposed solution and how it meets the needs of the City.
- Key personnel, including experience history, who will be assigned to work on the project/provide services. Identify all subcontractors/sub-consultants who will work on the project/provide services and define their roles.
- Successes on projects of similar size and scope, including information/evidence regarding development of software solutions and innovation.
- The timeframe for project implementation and completion.

- Training and Implementation Plan and ability to offer a trial demonstration of solution/product.
 - Financial status of firm.
 - References (using reference Form).
 - Completed *Meeting Information Technology Security Policy Requirements Matrix*.
 - Sample/Draft Software License Agreement, if any.
3. **PRICE PROPOSAL:** Complete and provide the Price Proposal Form (Attachment B) with your proposal. Offerors should include any performance guarantees offered with the Price Proposal.
4. **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria as listed in order of importance:
- Demonstrated understanding of the requirement and approach to provide the services identified in the Request for Proposals.
 - Successful experience and capabilities of the firm providing comparable services to public libraries of similar size.
 - Price (initial and long-term maintenance agreements).
 - Experience and demonstrated knowledge of key personnel.
 - Timeframe for completion of the project.

5. **EVALUATION OF PROPOSALS**

Proposals will be evaluated according to the established evaluation criteria identified herein. The City will select two (2) or more Offerors that are deemed to be fully qualified and best suited to provide the required services contained in the Scope of Work. The City may initiate discussions/interviews and may conduct negotiations with each of the selected Offerors. During negotiations, proposals may be revised by the Offeror and the City may obtain best and final offers. Once negotiations are completed, the City may again make a determination as to whether the Offeror has the capability, integrity or reliability to provide the required services.

Only proposals from responsible Offerors that are seen as reasonably susceptible of being selected for award, based on information contained in the proposal, will be evaluated by the City.

Should the City determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the City finds that such a selection is in the best interest of the City.

SECTION D SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to furnish/provide Newport News Public Libraries (NNPL) with an integrated library system (ILS) software.
2. **BACKGROUND:** An ILS is a technology package that facilitates library services. It automates circulation functions (borrowing of library materials and library card records); cataloging and inventory functions (managing a changing collection of library materials); acquisition functions (budgeting for and purchasing library materials); and provides a means for library patrons (cardholders) to search the library's collection. An ILS is used by about 90% of NNPL staff on a daily basis and most staff wholly rely on it to accomplish job responsibilities.

The Virtua ILS is the only platform NNPL has ever used. Virtua was initially developed at Virginia Tech and then launched as a commercial product by a company named VTLS. VTLS was acquired and absorbed by Innovative sometime in the year 2014. Innovative has stopped active development for Virtua and does not plan to maintain it as a separate ILS product; however, Innovative is still providing user support for existing clients, and as at this moment have not announced an end of life date for the software.

3. **SCOPE OF WORK:** Each Offeror's proposal should address the following services and meet the following baseline criteria. This scope of work reflects both current services and collection size and concrete strategic initiatives and outreach efforts that have been outlined in the 2018-2021 NNPL Strategic Plan.

a. **Patron, Collection and Staff Data**

- i. Offeror shall provide access to all NNPL ILS data through a documented programming interface.
- ii. Demonstrated scalability is desired, but at a minimum the ILS database should effectively manage data for:
 - Between 200,000 – 250,000 Item Records: The NNPL collection is constantly changing. New items are added, and worn, outdated, or unused items are removed. We expect the size of the collection (both physical and digital) to remain within this range for the foreseeable future. Digital collection growth will be offset by strategic reductions in the physical collection as library space is re-purposed.
 - Up to 150,000 Patron Records: NNPL currently has about 80,000 patron records but is actively partnering with Newport News Public Schools to add library accounts for all NNPS students. NNPL is also increasing outreach efforts to add new patrons and recently implemented a digital-only patron type which greatly expands growth opportunities.
 - Up to 75,000 authority records.
- iii. Approximately eighty (80) NNPL staff will use some or multiple ILS components on a daily or weekly basis.

b. Desired Functionality and Features

- i. ILS should offer fully web-based circulation functionality that at a minimum, includes creation of new patron accounts, checking in/out, and managing collection requests. Additional web-based functions and/or modules are earnestly desired.
- ii. ILS should offer the option to fully host all applications and software (SaaS). At this time, NNPL is exclusively interested in SaaS solutions.
- iii. ILS should provide patrons with the ability to manage digital content from the same interface used to access physical collection. Specifically, the ability to find, request, check out, and return eBooks and eAudiobooks within the Online Public Access Catalog (OPAC or PAC).
- iv. Offeror should confirm readiness to demonstrate any staff and/or patron-facing mobile apps either currently available or in development.
- v. ILS should provide an online new patron registration feature in the OPAC. An easily customizable form is highly important. Offeror should also address batch-loading patron data, specifically workflows to handle creating 1,000+ patron records from file (as opposed to manual entry).
- vi. ILS should provide an online fine/fee payment option in the OPAC.
- vii. ILS should provide robust reporting functionality.
 - Strong preference for workflow-based reporting to be integrated into modules themselves. For example, weeding reports available from the Circulation staff interface with at least basic options to customize the report.
 - Strong preference for direct database query tools that do not require extensive knowledge of a programming language or 3rd party reporting software like Crystal Reports.
 - If possible, demonstrate reporting capability in response to data needed for annual Bibliostat Reports from the State Library of Virginia and Public Library Data Service (PLDS) Statistical Report from PLA.
- viii. ILS should have native patron notification options to include email and text message and/or demonstrated compatibility with a 3rd party notification platform like Talking Tech iTiva.

c. Integration

NNPL currently partners with the below named Vendors for other services. Offerors should demonstrate compatibility and any advanced integration with these services and/or address third party product integration for similar and competing services.

- i. Overdrive (eBooks and eAudiobooks).

- ii. RB Digital (eMagazines, eAudiobooks).
 - iii. Library Ideas (Freegal streaming and downloadable music, Freading eBooks).
 - iv. Bibliotheca self-service kiosks and security gates. (Offeror should also address RFID integration generally, regardless of vendor).
 - v. SAM PC reservation and print management system from Comprise.
 - vi. ContentDM digital archive.
- d. **Migration and Services**
- i. Offerors must offer on-site support and training as part of the migration process. Offerors must have an on-site presence for, at a minimum the first 2 days of go-live with the new ILS.



ATTACHMENT A PROPOSAL FORM

(Completed Form shall be submitted as Proposal Cover Page)

RFP Number:	20-1312-6208
Proposal Name:	Information Technology - Integrated Library System Software
Due Date and Time:	October 14, 2019 at 5.00 PM

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Employer Identification Number (EIN)	_____ - _____
Social Security Number (only if a EIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: _____

or

Firm/Company is not required to have/maintain registration because: _____

2. **PAYMENT TERMS:**

- "Net 30"
- Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

3. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____

4. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

- Yes
- No

5. **PROPOSER'S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- Completed SWAM Form
- Completed W-9 (All proposals should include a W-9)
- Technical Proposal
- Price Proposal
- References
- Proprietary Information Form
- Meeting Information Technology Security Policy Requirements Matrix
- Draft Software License Agreement (if any)

6. ANTI-COLLUSION CERTIFICATION

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

7. AUTHORIZATION

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

**ATTACHMENT B
PRICE PROPOSAL**

(Completed Form shall be submitted with the Proposal)

OFFEROR NAME: _____

Line No.	Item Description	Quantity	U/M	Unit Price	Extended Price (Quantity x Unit Price)
1.	Integrated Library System Software (including onsite software implementation training for relevant City personnel)	1	Each	\$	\$
2.	Maintenance and Support	5	Year	\$	\$
Total Price					\$

ATTACHMENT C
SMALL, WOMEN-OWNED, MINORITY-OWNED AND SERVICE DISABLED
VETERAN-OWNED BUSINESS REQUIREMENTS

Rev: 8/1/2019

(Completed Form may be submitted with the Proposal or prior to award)

BIDDER/OFFEROR NAME: _____

It is an important business objective of the City to promote the economic enhancement of small businesses, women-owned businesses, minority-owned businesses and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the City to track the amount of business provided by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon City Contractors partnering with us in this important endeavor.

BIDDER/OFFEROR'S RESPONSIBILITIES:

A. Affirmative Steps: Bidders/Offerors shall take affirmative steps prior to submission of bids/proposals to facilitate participation in contracts by SWAM firms by providing subcontractor or sub-consultant opportunities or by partnering with a SWAM firm. Such efforts may include:

(1) Establish and maintain a current list of small, women-owned, minority-owned and service disabled veteran sources available to provide goods/services.

(2) When feasible, segment total work requirements to permit maximum SWAM participation through subcontracts or partnerships.

(3) Assure that SWAM firms are solicited whenever they are potential sources of goods or services. This step may include:

a. Sending letters or making other personal contact with SWAM firms and SWAM related associations. SWAM firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid/proposal submission. Those letters or other contacts should communicate the following:

- (i) Specific description of the work to be contracted;
- (ii) How and where to obtain a copy of plans, specifications or other detailed information needed to prepare a detailed price quotation;
- (iii) Date the information is due to the Bidder/Offeror;
- (iv) Name, address, and phone number of the person in the Bidder/Offeror's firm whom the prospective SWAM subcontractor should contact for additional information.

b. Using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (SBSD) or other resources to obtain certification or identify subcontractor or sub-consultants.

B. Bidders/Offerors are required to respond to 1-3 below to be deemed *responsive*. *This information may be submitted with their bid/proposal or prior to award.*

1. If you are a SWAM firm please indicate type(s) below:

Small Business Woman-Owned Minority-Owned

Service Disabled Veteran (SDV)

Disadvantaged Business Enterprise (DBE) Federal Designation

Certification by (SBSD, Other U.S. State Entity, Local Government, etc.):
attach certificate if available _____

Certification #: _____

2. In the spaces below, state the anticipated dollars that you intend to subcontract to each business type if a contract is awarded to your firm. (If you do not intend to sub-contract any work to others, even if you are a SWAM business enterprise, put zeros in the spaces below).

<u>Total dollars to be sub-contracted:</u>	<u>Company Name:</u>
Total Small Business \$ _____	_____
Total Woman-Owned \$ _____	_____
Total Minority-Owned \$ _____	_____
Total SDV Dollars \$ _____	_____
Total DBE Dollars \$ _____	_____

3. If you do not plan to utilize such firms in this contract, state your reasons:

RESOURCES

For your reference a link to the Virginia Department of Supplier Diversity (SBSD) SWAM Directory is provided here: <https://www.sbsd.virginia.gov/directory/>

Other Resources

National Minority Supplier Development Council	www.nmsdc.org
Carolina-Virginia Minority Supplier Diversity	www.cvmsdc.org
Small Business Administration	www.sba.gov

Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on eVA. This a tool to aid in establishing prime and subcontractor relationships.

**ATTACHMENT D
REFERENCE PAGE**

MUST BE FOR EQUIVALENT SERVICES

(Completed Form shall be submitted with the Proposal)
Do Not Include the City of Newport News as a Reference

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

ATTACHMENT E
PROPRIETARY INFORMATION
(Completed Form shall be submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the City are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

No, the proposal does not contain any trade secrets and/or proprietary information.

Yes, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “PROPRIETARY INFORMATION” in red ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information is contained in the proposal.**

ATTACHMENT F
MEETING INFORMATION TECHNOLOGY SECURITY POLICY REQUIREMENTS
MATRIX

(Completed Form shall be submitted with the Proposal)

Offerors must complete and return the MEETING INFORMATION TECHNOLOGY SECURITY POLICY REQUIREMENTS MATRIX posted separately along with this Request for Proposals. The document is provided in Word format for ease of completion.

EXHIBIT I
INSURANCE REQUIREMENTS
 Rev. 8/1/19

1. General Insurance Requirements

- a. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the City, the minimum insurance coverages set forth below. The Contractor shall place their insurance program with an insurance company rated “A” or above by A. M. Best and authorized to do business in Virginia. Contractor and any Subcontractor shall maintain all insurance until the completion of the contract/agreement period. Prior to performance under the contract/agreement, the Contractor shall provide Certificates of Insurance to the Office of Purchasing. Failure by the Contractor to provide these certificates before commencing performance may constitute grounds for termination for default. Such certificates of insurance shall evidence that the below listed insurance is in effect, and that not less than thirty (30) days’ prior written notice (10 days’ for non-payment) will be given to the City in the event of modification, cancellation, or non-renewal of any such insurance coverage.
- b. The Contractor shall be responsible for reviewing and ensuring any and all Subcontractors comply with all of the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Subcontractor insurance policies and / or Certificates of Insurance and required endorsements upon request by the City.
- c. The Contractor shall purchase and maintain during the life of this contract/agreement such Commercial General Liability Insurance including product and completed operations liability insurance as will provide protection from Contractor’s performance of the Work and Contractor’s other obligations under the contract/agreement, whether such performance is by Contractor, or by Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and shall otherwise bear responsibility thereto. Insurance coverage for bodily injury and property damage, including insurance on vehicles and equipment and cyber liability shall be with the same company. Contractor also agrees that their insurance is primary.
- d. Other insurance may be required depending on the scope of work presented.

The City of Newport News shall be an Additional Insured in all such policies.

2. Insurance Requirements

The Contractor shall carry the required amounts of insurance specified below throughout the contract/agreement period and submit a Certificate of Insurance and appropriate endorsements certifying coverages.

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Newport News.

a. **Commercial General Liability**

The minimum Limit of Liability shall be:

Bodily Injury per person / occurrence (BI)	\$1,000,000
Property Damage per occurrence (PD)	\$1,000,000

If Policy has Aggregate Provisions –

EXHIBIT II
SAMPLE CONTRACT/AGREEMENT

CONTRACT FOR
Information Technology - Integrated Library System Software

THIS CONTRACT is made effective this ____ day of _____, 201__ by and between the **City of Newport News, Virginia**, acting by and through the City Manager, hereinafter referred to as the "City," and [_____] or his, its or their successors, executors, administrators and assigns, hereinafter referred to as the "**Contractor.**"

WHEREAS, in response to the City's Request for Proposals (RFP) # [_____] entitled [_____] the Contractor has submitted a timely proposal to provide non-professional services as described in its sealed proposal, and the City desires to contract with the Contractor to provide the services.

WHEREAS, in consideration of the payments to be made by the City of Newport News, and other good and valuable consideration, the parties covenant and agree as follows:

1. The Contractor shall provide the services in accordance with the provisions of this Contract and attached Exhibits, the City's RFP, any addenda attached thereto, the purchase order(s), and the Contractor's proposal, all of which are incorporated by reference.
2. **Scope of Work.** The Contractor shall provide the services identified in its proposal and in the RFP.
3. **Term.** Services shall commence on [_____] and shall continue for one year **or** continue through [_____] with an option to renew at the City's sole discretion, for _____ additional one-year periods.
4. **Payment.** The City shall pay the Contractor for services rendered as follows: **or** as identified in **Exhibit A**. The method for determining price adjustments, if offered, is specified in the RFP.
5. **Required Notifications.** Contractor shall immediately notify the City in case of emergency, injury to persons, or damage to equipment or property.
6. **Independent Contractor.** Contractor is an independent contractor, and its employees shall not be classified as City employees and shall not claim nor receive any City employee benefits (such as worker's compensation, accident or health insurance, etc.).
7. **Non-exclusive.** This Contract is non-exclusive. City may contract with other entities for the same or similar services without liability or obligation to Contractor.
8. **Insurance.** The Contractor shall maintain the required insurance coverages for the entire duration of the Contract including all renewal periods and shall provide notice of non-renewal or cancellation in accordance with the requirements included in the RFP.
9. **Amendments/Modifications.** The parties may amend this Contract at any time, in writing, by my mutual agreement. The City Manager or his designee may execute such amendments on behalf of the City.
10. **Suspension or Termination.** The City may terminate this Contract for convenience or cause as specified in the RFP.
11. **Notices.** Notices required by this Contract shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Contract shall be addressed to the individuals below unless otherwise modified by subsequent written notice:

EXHIBIT II
SAMPLE CONTRACT/AGREEMENT continued

Contractor:

Name
Address

City: _____, Senior Buyer
City of Newport News, Virginia Office of Purchasing
2400 Washington Avenue, 4th Floor
Newport News, Virginia 23607
Email: _____@nnva.gov
Fax Number: (757)926-8038

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONTRACTOR

Name of Contractor

BY _____

Print or Type Name

TITLE _____

CITY OF NEWPORT NEWS, VIRGINIA

BY _____

Print or Type Name

TITLE _____

Page 1

EXHIBIT A
PAYMENT

Page 2

EXHIBIT B
NEGOTIATED TERMS AND CONDITIONS

As a result of negotiations, the following revisions to the Scope of Work, Terms or Conditions are incorporated into the Contract:

Page 3