



CITY OF COLLEGE PARK, MARYLAND

**REQUEST FOR PROPOSALS CP-17-14
Integrated Software for Customer Request Management (CRM),
Licenses, Permits, and Code Enforcement, and Work Order Management (WOM)**

Issued by:

**City of College Park, Maryland
4500 Knox Road
College Park, MD 20740
Telephone: 240-487-3534**

Issue Date: June 8, 2017

Submittal Due Date: July 21st at 2:00 p.m.

ADVERTISEMENT:

The City of College Park, Maryland (“City”) requests sealed bid proposals from qualified consulting firms experienced in providing an integrated software solution for desktop and mobile reporting and tracking of customer complaints and service requests; for all aspect of licenses, permits, inspections, and code enforcement; and for staff work order management. The solution must integrate with the existing SunGard (now Superion) NaviLine financial system.

Copies of the Request for Proposal (“RFP”) package, including a scope of work, submission requirements, and affidavits, may be downloaded from the City’s website at www.collegeparkmd.gov. From the home page, click on the Government tab, then Bids & RFP’s. Requests for printed copies should be directed to City Administration, 4500 Knox Road, College Park, Maryland 20740, Monday - Friday 8:00 a.m.–5:00 p.m. (telephone 240-487-3501).

Proposals in response to this RFP must be submitted in hard copy in a sealed envelope, in accordance with the requirements specified in the RFP. Submissions should be marked **“Integrated Software for Customer Request Management (CRM), Licenses, Permits, and Code Enforcement, and Work Order Management (WOM)” RFP CP-17-14** and delivered to the Finance Department, City of College Park, 4500 Knox Road, College Park, Maryland 20740-3390, no later than **Friday, July 21, 2017, at 2:00 p.m.**

The City of College Park is an Equal Opportunity Employer. Employment decisions are made without regard to race, color, religion, national origin, sex, ancestry, marital status, age, sexual orientation, genetic information, gender identity, disability, or any other legally-protected characteristic.

The City reserves the right to reject any and all proposals when determined to be in its best interest.

The contact person for this solicitation is Bill Gardiner, telephone 240-487-3501, e-mail: bgardiner@collegeparkmd.gov.

CITY OF COLLEGE PARK, MARYLAND
REQUEST FOR PROPOSAL CP-17-14
Integrated Software for Customer Request Management (CRM),
Licenses, Permits, and Code Enforcement, and Work Order Management (WOM)

The City of College Park (City) is seeking proposals from specific firms for an integrated software solution for desktop and mobile reporting and tracking of customer complaints and service requests; for all aspects of licenses, permits, inspections, and code enforcement; and for staff work order management, together with training, and maintenance and hosting at the option of the City. The solution must integrate with the SunGard (now Superion) NaviLine financial system. The goals of the software solution are:

- Improve customer service and efficiency
- Streamline the licensing process by allowing online submittals, payments, and approvals
- Improve communication with residents and staff
- Reduce the paperwork required of our customers

SOLUTION FEATURES

The desired features are listed below. Additional features are described on the Functional Requirements Worksheet.

- Electronic Intake of applications for City Licenses and Permits
- Electronic review of any documents related to City Licenses and Permit applications
- Electronic issuance of Business and Residential Licenses, Permits, and Inspection Reports
- Ease of use for resident reporting and application submissions on mobile devices (including phones, tablets and laptops)
- Ease of use for staff creation of violation notices and inspection reports on mobile devices
- Ease of data mapping in the product
- Updates to scheduling and notifications with minimal input by staff
- Modern features with long horizon to obsolescence
- Minimal customization required of any proposed product
- Ease of access to reporting products
- Integration with SunGard NaviLine financial software

PROPOSAL SUBMISSION

Proposals must be submitted with one original and one electronic copy in a sealed envelope containing the Proposer's name and address, in accordance with the requirements specified in the RFP. A Proposer may submit only one proposal. More than one proposal from an individual, firm or partnership, corporation or association under the same or different names will be considered grounds for disqualification and/or rejection of the proposals involved, unless prior approval has been given by the City.

Proposer shall bear all costs associated with the preparation and submission of its response, including but not limited to preparation, copying, postage, delivery fees, and/or expenses associated with any demonstrations or presentations which may be required, or any other costs incurred in connection with or relating to its response.

Submissions should be marked **COLLEGE PARK INTEGRATED SOFTWARE SOLUTION, CP-17-14**, and delivered to Bill Gardiner, City Manager's Office, City of College Park, 4500 Knox Road, College Park, Maryland 20740 no later than **July 21st at 2:00 p.m.**, at which time the sealed bids will be opened.

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing by June 23, 2017 at 5:00 pm to Bill Gardiner, Assistant City Manager, bgardiner@collegeparkmd.gov. The written responses, including any changes to the RFP, become part of the Contract Documents and will be posted on the City website as an addendum by June 30, 2017 at 5:00 pm. It is the responsibility of each Proposer to visit the City's website at www.collegeparkmd.gov under Government, Bids & RFP's, to obtain any addenda or other information regarding the RFP.

Award of a contract will be made by the Mayor and Council of the City of College Park. Prior to awarding the contract, the City may conduct interviews with selected Proposers. Selected Proposers may also be invited to revise and re-submit proposals in the form of Best and Final Offers.

The right is reserved, as the interests of the City may require, to revise or amend the request for proposals prior to the date set for opening proposals and to postpone the date set for opening proposals. Such revisions, amendments and/or postponements will be announced by addendum, a copy of which will be emailed to firms selected to receive a copy of this RFP and posted on the City's website. The City may waive any technicalities in the requirements for proposal submission and accept such proposals where it deems it advisable in protection of the best interests of the City.

No Proposer may withdraw his Proposal within 120 days after the opening thereof. Errors on the part of the Proposer in preparing the Proposal confer no right to the withdrawal of the Proposal after it has been opened.

SELECTION PROCESS

A selection committee will review the Bids and consider each element of the response. The selection criteria will include the long-term benefits and improvements as a result of implementing the proposed product, including ease of use, modernization, and need for professional support. The first year and total five-year costs of the proposed solution will also be important criteria in the evaluation.

The City reserves the right to reject any and all proposals in its best interest.

The project manager is Bill Gardiner, Assistant City Manager. He can be reached at 240-487-3501 or bgardiner@collegeparkmd.gov.

BACKGROUND:

The City of College Park has approximately 110 full-time employees and provides public works, code enforcement and licensing, family services, finance, planning, and administrative services for its 32,000 residents. The City FY18 budget is about \$20 million. College Park is home to the University of Maryland, College Park, one of the largest and best state universities in the country.

The City currently uses Comcate for its CRM and WOM product, and SunGard NaviLine for code enforcement, licensing, and financial services. The City has about 1,300 single-family rental properties, 4,900 units in multi-family/hotel rentals, and 450 commercial properties, and inspects and licenses all commercial businesses and rental properties annually. City staff handle several thousand property-related and noise code enforcement cases each year. College Park is very interested in receiving proposals for software that would provide significant improvements to the CRM, WOM, and code enforcement and licensing software. The proposed solutions must integrate with the SunGard NaviLine financial module. The City has the NaviLine code enforcement, land management, business license, and parking ticket modules, as well as all of the NaviLine financial modules.

Several departments will be affected by this project, including Public Services (DPS), Finance, Information Technology (IT) and Public Works (DPW). The primary end users will be the DPS staff (approximately 15 users) responsible for the enforcement of all City codes and the licensing of all businesses and residential rental properties. DPS also issues construction permits, but most construction permitting inspection is done by Prince George's County. Finance and IT staff (11 users) will also be impacted by the new software products. DPW staff will be impacted primarily in the areas of complaints / requests for services issued via the CRM, and the tracking of external and internal work orders. Other administration staff and support personnel will require access to the solution.

PROPOSAL

The proposal should contain the information below.

Project Approach and Software Solution

The Proposal should include details of the intended approach to provide the services required in this RFP. This section must also include a summary of capabilities for each Functional Requirement in Attachment A. This summary will give the City a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional Requirements in Attachment A.

The proposal should include any assumptions related to the current City technical environment, staffing, project management approach, and City resources available during the implementation and support phases.

Company Background and History

The Proposal should include a comprehensive narrative of the company history, including its experience in providing services described in the RFP. The following points should be addressed:

- Total number of employees
- Total number of active clients using the proposed products
- Total number of active comparable government clients
- Total years offering government CRM, permits, licensing, and code enforcement systems

A company background/history shall be provided for all third-party companies where partnerships will be required.

Key Proposed Personnel and Team Organization

The Proposal should include brief resumes of project personnel and the structure of the selected Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation, training and ongoing support and maintenance.

Project Roles and Responsibilities

The Proposal should include the resource levels for the Project Team. This section will contain a breakdown of project implementation tasks, the party responsible, and the estimated number of hours. The Proposal should also include City staff roles and responsibilities required for a successful implementation.

Implementation Plan

The Implementation Plan should include the components listed below:

- I. Project Objectives**
- II. Project Deliverables and Milestones with dates** - For each deliverable or milestone describe exactly how and what will be provided to meet the needs of the City.
- III. Quality Management** - Describe the approach the Selected Proposer will use to assure that all written deliverables have received appropriate reviews for quality before being submitted to the City.
- IV. Risk Management** - Describe the approach to document existing Project risks; provide recommendations for mitigating the risk and communicating it to the City.
- V. Status Reports** - recommended frequency, content, and format of status reports throughout the course of the Project.
- VI. Training Plan** - Provide a detailed Training Plan with the information described below.
 1. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core Project team, end users, and technology personnel.
 2. The role and responsibility of the Proposer in the design and implementation of the Training Plan.
 3. The role and responsibility of the City staff in the design and implementation of the training plan.
 4. Proposed training schedule for City personnel of various user and interaction levels.

5. Descriptions of classes/courses and associated hours proposed in the Training Plan included in the cost proposal.
6. The strategy proposed to prepare City staff to maintain the system.
7. Detailed description of system documentation and resources that will be included as part of the implementation, such as “Quick Reference” guides, online support, help desk support, user group community resources, and others as available.

Functional Requirements

The Proposal should include the capability to meet the City’s requirements as defined in Attachment A, Functional Requirements by completing the worksheet.

Sub-contracted Items

The Proposal should identify the required services or products that are proposed to be sub-contracted, if any. For each of these services the following should be provided:

- Summary of service
- Reasons for sub-contracting
- Detailed sub-contractor responsibilities
- Sub-contractor name and location
- Sub-contractor experience
- Previous use of sub-contractor
- Any additional relevant information

References

The Proposal should identify the Proposer’s references for the Project. Proposers shall provide at least five (5) City government clients with whom the Proposer has worked during the past four (4) years that are of similar size and complexity to the City. References shall be from municipal governments that have used the proposed software for a minimum of two (2) years.

Narrative Questions

The Proposal should include a response to the following questions (10 page cumulative total for all questions).

1. What is the name and current release descriptor of the proposed product(s)? When will the next release be available?
2. What sets your firm’s product apart from your competitors?
3. Describe the efficiencies the City can anticipate using your products in a mobile environment.
4. What are the most significant risks to this Project and how do you plan to mitigate these risks?
5. What is the usual timeframe in which your organization typically begins implementation after a contract is signed?
6. How long does the typical implementation take for an organization of similar size to the City? Is implementation in-house or outsourced?

7. How can your product improve workflow routines in the licensing, permitting and inspection processes?
8. What strategic decisions planned by your firm may impact the specific product being proposed?
9. Has the product been successfully integrated with SunGard Financial and/or its Code Enforcement, Business License and Land Management modules, and ManagerPlus WOM? If yes, please include references/contacts.
10. Are there other required modules for the use of the proposed product so that it meets the RFP requirements?

Exceptions

The Proposal should include any exceptions the Proposer takes to the terms and conditions set forth in this RFP. Proposer should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise approach. The Proposer will describe exceptions to the RFP and identify their impact to the City, including workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Price Proposal (Attachment B)

Proposers must complete the price proposal form.

Proposal Format

- Proposers shall submit one (1) hard copy in a three-ring binder and (1) digital copy.
- Topics should be separated with tabs (see below).
- The following table contains the organization guidelines for Proposal responses:

Tab No.	Section
1	Transmittal Letter and Executive Summary
2	Project Approach and Software Solution
3	Company Background and History
4	Key Proposed Personnel and Team Organization
5	Project Roles and Responsibilities
6	Implementation Plan
7	Sub-Contracting
8	References
9	Narrative Questions
10	Exceptions
11	Functional Requirements (Attachment A)
12	Price Proposal (Attachment B)
13	Affidavits (Attachment C)

ADDITIONAL INFORMATION

Proprietary or Confidential Information

A Proposer including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Proposer does not want the information disclosed to the public or used by the City for other than evaluation purposes. The City agrees to keep information so marked as proprietary and confidential except as otherwise required by law. The City agrees to notify the Proposer if a request to review documents is received under the Maryland Public Information Act.

Invitations to Submit Proposals as a Courtesy

This Request for Proposals may be sent as a courtesy to known interested parties. The receipt of this RFP from the City in no way implies that the recipient is a qualified proposer.

Contract Term

Work under the contract shall begin on or before November 30, 2017 and shall have a term of five years. The date upon which all deliverables under the contract are due shall be determined as part of the proposal process, but the anticipated date for the software solution provision, integration, installation and training is on or before July 1, 2018.

Liability

The selected Proposer agrees to hold harmless the City of College Park from any and all claims and liability due to the activity of the selected Proposer, its subcontractors, agents or employees in the execution of the contract.

Insurance

The selected Proposer shall provide proof of compliance with State law as to workers' compensation and unemployment insurance, and of adequate comprehensive general liability insurance (bodily injury of combined single limit of \$1,000,000 for each occurrence/aggregate) and automobile coverage (combined single limit of \$1,000,000 for each occurrence/aggregate in addition to a professional errors and omissions policy with limits of not less than \$1,000,000 for each occurrence/aggregate to include cyber liability/data breach coverage.

The City shall be named as an Insured on the Comprehensive General Liability Insurance, the Automobile Fleet Insurance, and the Property Damage Insurance. The selected Proposer shall provide a Certificate of Insurance and additional insured endorsement to the City within ten business days after the award of the contract. The Certificate and endorsement shall demonstrate that the selected Proposer has complied with the requirements of this section and be in a form acceptable to the City.

The selected Proposer shall indemnify and save harmless the City, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Contract, including attorneys fees, whether caused by actions or omissions on the part of the selected Proposer, its agents, servants and employees, or to other causes.

Execution of the Contract

The Proposer to whom the Contract has been awarded is expected to execute a contract substantially similar to the one attached within 15 business days after notification of the award, or by such other date as agreed by the parties, and submit such other documents as required by the Contract Documents, including a current insurance certificate listing the City of College Park as an additional insured with an additional insured endorsement for the duration of this project. The City recognizes that the scope of work in the contract may change based on whether or not the City or the vendor hosts the software solution. Failure by the Proposer to execute the Agreement and submit such other documents as required by the Contract Documents shall be just cause for annulment of the Award.

If the Proposer to whom the award is made shall fail to execute the Contract as herein provided, the award may be annulled and the Contract awarded to the second lowest responsive and responsible proposer, and such proposer shall fulfill every stipulation embraced herein, as if the original party to whom the award was made, or the City may reject all of the proposals, as its interest may require.

REQUIRED CERTIFICATION

When submitting a bid, the Proposer certifies for covered contracts as defined in the City Code:

Non Discrimination

The Selected Proposer does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

Equal Benefits

The Selected Proposer provides equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners. The Selected Proposer must comply with the applicable provisions of § 69-6 of the City Code. The Selected Proposer shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions. Upon request, the Selected Proposer shall provide evidence of compliance with the provisions of § 69-6 of the City Code. The failure of the Selected Proposer to comply with § 69-6 of the City Code will be deemed to be a material breach of the agreement.

SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely provide the information requested in this RFP may be cause for rejection of this proposal.

- B. It is understood that the proposal price will be firm for a time period of one hundred twenty (120) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Proposer shall execute a contract for the above stated compensation.

ANTICIPATED PROJECT TIMELINE

Issue Solicitation:	June 8, 2017
Deadline for Questions:	June 23, 2017
Addendum to RFP Posted (if necessary)	June 30, 2017
Proposals Due:	July 21, 2017
Proposers Notified of Short List Selection:	August 18, 2017
Interview Short-Listed Proposers:	August 28 – September 15, 2017
Recommendation to Council to Award Contract:	October 3, 2017
Project implementation:	November 2017 – June 2018

Attachment A

FUNCTIONALITY WORKSHEET

Legend for Completing the following Requirements

S = Standard functionality out-of-the-box

M = Modification required (i.e. standard script or other work around)

C = Customization required to the base code/API

N = Unable to provide this feature

If additional space is needed for comments, please attach sheets.

Functionality: Please indicate with an "x"	S	M	C	N	Comments
GENERAL:					
CRM, WOM and licenses, permits, inspections and code enforcement software are fully integrated with each other.					
All modules allow for mapping of issues, automatic emails to customers and public view of issue status.					
System can be hosted in the cloud by the Proposer or hosted by the client. Please note any cost differences on cost proposal form.					
"Light" or "read-only" licenses are available for users not creating or editing data.					
System integrates with ESRI GIS products. If other GIS product, state name.					
Users are able to access and edit data in the field in real time.					
Payment portal is PCI Compliant and uses industry best practices for financial adjustments.					
System can integrate with the City's financial software, SunGard (Superion) Naviline. If necessary, the City will pay Superion for the API that allows for an integration. The proposal must include the cost of integrating the systems.					
System supports correspondence through secondary (multiple) addresses and emails.					
System reports can be customized.					
CUSTOMER:					
System provides a customer portal to view the status of multiple types of licenses and permits.					

System allows customers to file and track a code complaint online without requiring a username and password.					
System allows customers to see review process online					
System allows customers to apply for licenses and permits online.					
System allows customers to pay for licenses and permits online.					
System allows customers to schedule inspections online.					
System complies with ADA Section 508 Web Content Accessibility Guidelines (“WCAG”) 2.0 A and AA guidelines.					
CODE ENFORCEMENT:					
Functionality	S	M	C	N	Comments
System allows staff to add, delete, and create new types of complaints.					
System allows different files formats to be uploaded to the complaint file for tracking (e.g. jpegs, docx, etc.).					
System provides a “dashboard” or summary of the current and pending cases for individual staff.					
System tracks deadlines for follow up and organizes staff comments.					
System allows staff to look up all previous complaints on a property.					
System automatically brings up past complaints at an address when staff inputs an address for a new case.					
System allows multiple staff to be assigned to one complaint.					
System integrates code complaints to the GIS interface for mapping capabilities.					
System allows customers to view inspection results online.					

Attachment B

FIVE YEAR COST PROPOSAL

Directions: The City has listed two options with different numbers of users. Please complete each option, even if the pricing is the same. If the pricing for a client-hosted installation is different from the pricing for a vendor-hosted installation, please clearly indicate the pricing for each configuration, each option, for all years. In the comment section you may indicate the break points for users if your product is priced by the number of users, or if you have other clarifying information regarding the price. Additionally, if you offer limited access users, please indicate in the comment section. The pricing should assume that the project is fully implemented in July 2018.

Option 1:	Year 1	Year 2	Year 3	Year 4	Year 5	Comments:
Training						
Implementation, hosting, and maintenance of software						
20 Fully Licensed Users for permits, licenses, code enforcement software						
40 Fully Licensed Users for WOM and CRM						

Option 2:	Year 1	Year 2	Year 3	Year 4	Year 5	Comments:
Training						
Implementation, hosting, and maintenance of software						
30 Fully Licensed Users for permits, licenses, code enforcement software						
60 Fully Licensed Users for WOM and CRM						

Attachment C

CERTIFICATES AND AFFIDAVITS TO BE SUBMITTED WITH PROPOSAL

Non-Collusion Affidavit

_____, being duly sworn on oath, deposes and says:

That he/she is the

(Owner, Partner, Title if on behalf of a Corporation)

of _____,
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

_____(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation.

TO BE SUBMITTED WITH BID

**AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION
AND FALSE PRETENSES**

I hereby affirm that:

1. I am the _____ (Title) and duly authorized representative of

_____ (Name of Business Entity) whose address is

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
2. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
3. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
4. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
5. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees

who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle.

6. Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
7. State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

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

Date

Signature

Printed Name

Attachment D

City of College Park Contract

CITY OF COLLEGE PARK

CONTRACT

THIS CONTRACT is effective the ____ day of _____, 2017, by and between the City of College Park, (hereinafter referred to as the "City") and _____, a corporation registered to do business in Maryland and located at _____(hereinafter referred to as "Contractor").

WHEREAS, the City wishes to purchase an integrated software solution for desktop and mobile reporting and tracking of customer complaints and service requests; for all aspect of licenses, permits, inspections, and code enforcement; and for staff work order management, which must integrate with the existing SunGard (now Superion) NaviLine financial system, and hosting of data storage at the option of the City; and

WHEREAS, the Contractor is willing to provide the software solution and technical support, including training and maintenance, integrated with the existing SunGard (now Superion) NaviLine financial system, and hosting of data storage at the City's option, to the City.

NOW THEREFORE, the parties hereto agree as follows:

I. SCOPE OF WORK

The City hereby engages Contractor as an independent contractor and not as an agent or employee of the City. The work required of the Contractor will be performed in coordination with the City and the City's Project Manager, who will supervise and inspect the work. The Contractor shall supply all labor, equipment, and materials necessary to provide, deliver and install the software and provide technical support, including training, and maintenance, and for off-site or on-site data storage.

The work required of the Contractor is more particularly described in Contractor

Proposal dated _____2017 which is attached hereto and incorporated herein by reference as Exhibit A.

II. CONTRACT TERM/DATES OF WORK

The Contractor shall begin work within _____ days of notice to proceed. Contract work shall be performed pursuant to a schedule as agreed by the parties, with provision and installation of the integrated software solution and training, with the exception of maintenance, storage and hosting, completed no later than _____ days from notice to proceed. Time is of the essence to this contract. The contract term for maintenance, and hosting if that option is selected by the City, is for four additional years, for a total of five years.

III. CONTRACT PRICE

The price to be paid by the Contractor to provide, deliver and install the software and technical support, including training and maintenance and data storage is a not to exceed total of \$ _____ for the provision and installation of the software solution, plus training, and \$ _____ for the additional four years of maintenance, and hosting if that option is selected by the City, from effective date of this contract, as referenced in Exhibit A.

IV. STATUS OF CONTRACTOR

The Contractor shall perform the services described herein as an independent contractor and not as an employee of the City.

V. INSURANCE AND INDEMNIFICATION

Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile coverage, professional errors and omissions and workers' compensation insurance with limits of not less than those set forth below. On each policy, Contractor will name the City of College Park as additional insureds and shall provide an additional insured endorsement for all policies with the exception of the Workers Compensation and Professional Errors and Omissions Insurance.

Comprehensive General Liability Insurance

Combined single limit of \$1,000,000 each occurrence/aggregate

All insurance shall include completed operations and contractual liability coverage.

Automobile Liability Coverage

Combined single limit of \$1,000,000.00 for each occurrence/ aggregate

Professional Errors and Omissions Insurance. Limits of not less than \$1,000,000.00 each occurrence/aggregate, to include cyber liability/data breach coverage.

Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance.

Contractor covenants to maintain insurance, in these amounts, that will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the City within ten (10) days following the execution of this contract and prior to commencement of any work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

The Contractor shall also furnish to the City a Certificate of Insurance and additional insured endorsement in like amounts for any approved sub-contractor prior to commencement of work in the City.

The required insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Coverage will be primary and noncontributory with any other insurance and self-insurance.

VI. INDEMNIFICATION.

The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including attorneys fees, arising directly or indirectly out of the performance of the contract, whether caused by the negligent or intentional act or omission on the part of the Contractor, its agents, servants, employees and subcontractors.

VII. CONTRACT DOCUMENTS. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form the contract and are termed the Contract Documents:

Request for Proposal

Exhibit A Contractor Proposal

Required affidavits and certifications

Schedule of work

In the event of a conflict between the provisions of the Contract Documents and this Agreement, the Agreement shall prevail.

VIII. LICENSES, APPLICABLE LAWS

The Contractor will be responsible for obtaining any and all licenses pertaining to performance of its work under the contract. All services and materials provided by the Contractor shall conform to all applicable laws and regulations.

IX. TERMINATION FOR DEFAULT

Failure of the Contractor to deliver work, supplies, materials, or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents shall constitute a breach of contract. In such event, the City may give notice to the contractor to cease work until the cause for such order has been eliminated. Should the Contractor fail to correct such default within five business days after receipt of notification, the City may terminate any such contract. This provision shall not limit the City in exercising any other rights or remedies it may have. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events;

X. TERMINATION FOR CONVENIENCE

The performance of work or delivery of services may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be

liable only for labor, materials, goods and services furnished prior to the effective date of such termination and after notice to proceed.

XI. NOTICES

All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

Scott Somers
City Manager
City of College Park
4500 Knox Road
College Park, MD 20740

XII. ERRORS IN SPECIFICATIONS

The Contractor shall take no advantage of any error or omission in the specifications. The City shall make such corrections and interpretations as may be deemed necessary and that decision shall be final.

XIII. GOVERNING LAW

This contract is executed in the State of Maryland and shall be governed by Maryland law, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland. The Contractor, by executing this contract, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this contract. A party's remedies hereunder are not exclusive and are in addition to any other remedies at law or equity. A party shall not be deemed to waive any remedy available to it or any right under this Agreement, at law or in equity, by virtue of any act or forbearance in enforcing such rights or remedies.

XIV. INTERPRETATION

Any questions concerning conditions and specifications shall be directed in writing to the City Clerk. No interpretation shall be considered binding unless provided in writing by the City. By execution of this contract, the Contractor certifies that it understands the terms and specifications.

XV. ATTORNEYS' FEES AND COSTS

The prevailing party shall be entitled to attorney's fees and costs incurred in any actions or claims brought to enforce this contract, or for damages thereunder.

XVI. SUCCESSORS AND ASSIGNS

This contract shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. In any event, neither party may assign any right or obligation under this contract without the other party's express written consent which may be withheld in the party's sole discretion.

XVII. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

XVIII. OTHER PAYMENTS; EXPENSES; TAXES.

The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered hereunder except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys' fees incurred thereby.

XIX. ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

XX. NON DISCRIMINATION.

A. The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited.

B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

XXI. EQUAL BENEFITS.

A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of the covered contract.

XXII. RECORDS

Information contained in documents that may be given to the Contractor for review or storage remain the property of the City and may not be duplicated or distributed or otherwise published without the express consent of the owner. Material provided to the Contractor for review shall be returned to the City upon completion of the task.

XXIII. CONTINUED SERVICES

A. Corrections and Updates. Corrections of substantial defects in the Software so that the Software will operate as purported will be rectified by Contractor. The City agrees to install all updates, including any enhancements, for the Software in accordance with the instructions provided by the Contractor.

B. Hosting. If City data is hosted off-site, Contractor agrees to maintain the City's data in a secure datacenter and is committed to providing 99.9% uptime and availability. Contractor will perform nightly backups of your hosted data to an alternate physical location.

C. Ownership of Data. All hosted data belongs to the City. Within thirty (30) calendar days following termination of this Agreement, or of a request by the City, Contractor will provide a complete copy of Customer's data without additional charge through a downloadable backup or DVD that is compatible with City systems.

XXIV. SECURITY

Contractor shall provide reasonable assurance that systems are secured to industry standards to prevent unauthorized access, use, modification or loss of City data.

XXV. RELIEF

The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement,

Contractor consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

XXVI. CONFIDENTIALITY

The Contractor understands that information and records provided to or made available about participants and clients or services during the performance of this Contract are considered confidential and shall not be used for any purpose other than to perform the required services. Regardless of the data format, the Contractor agrees that it, and any of its employees, shall not disclose or allow disclosure of any such data or derivatives of it to any third party without the written permission of the City.

XXVII. NO ASSIGNMENT

This Agreement shall not be assigned or transferred by Contractor, whether by operation of law or in any other manner, without prior consent in writing from the City. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

XXIII. SUBCONTRACTING

The Contractor may not subcontract any other work required under this Agreement without the consent of the City. If the Contractor wishes to subcontract any of the said work, it must provide subcontractor names, addresses, and telephone numbers and a description of the work to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any work identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

XXIX. ACCURATE INFORMATION

The Contractor certifies that all information provided in response to the Request for Proposals or other requests for information is true and correct. Any false or misleading information is grounds for the City to reject the bid and terminate this Agreement.

XXX. MATERIALS AND STANDARD OF WORK

All work performed and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All work shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

_____ day of _____, 2017.

WITNESS:

CITY OF COLLEGE PARK

By: _____

Janeen S. Miller, CMC, City Clerk

Scott Somers, City Manager

WITNESS:

CONTRACTOR

By: _____

Title:

Approved as to form and legal sufficiency

Suellen M. Ferguson,

Attorney for the City of College Park