
**City of Riverdale
Requests for Proposals for a
Mass Notification System**

Issue Date: October 21, 2021

**Issued By: City of Riverdale
7200 Church St
Riverdale, GA 30274**

Schedule of Events

| Event | Date |
|---|----------------------------|
| Prebid Conference City Hall 7200 Church St Riverdale, Ga 30274 | November 1, 2021 10:00 AM |
| Proposals due | November 19, 2021 12:00 PM |
| Opening of sealed bids: City Hall 7200 Church St Riverdale, Ga 30274 | November 29, 2021 10:00 AM |
| Anticipated contract award | December 13, 2021 |

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General Overview

Request for Proposals

The City of Riverdale invites qualified software vendors to submit responses to this Request for Proposals (RFP) for a Web-based Mass Notification System. The goal of this project is to establish a system that quickly and reliably notifies citizens of emergencies, community activities, and weather-related events. Our agency will use the information to purchase software that best meets the agency's needs.

For the purpose of this RFP, responses must be relevant to city government and must not include data, statistics, or examples from school systems or business applications.

The following table provides specific information about the agency and community served:

| Description | Details |
|-------------------|-------------------|
| Population served | Approx. 16,000 |
| | |

Agency Contact

All communication regarding this RFP shall be directed to the following agency contact:

Nathaniel Mingo
 Director of Court Services
 7200 Church St
 Riverdale, Ga 30274
 Office: 770-909-5415
 nmingo@riverdalega.gov

Contact with other agency employees regarding this RFP is prohibited without prior consent. Vendors that directly contact employees risk elimination.

Proposal Submission

- Submit 4 printed copies.
- A response to all questions is required.
- Bids cannot be withdrawn or corrected after submission.
- **Proposals must be submitted in a sealed box or envelope to the address below.** Riverdale City Hall
 - **Attn:** Nathaniel Mingo
 - 7200 Church St
 - Riverdale, Ga 30274
- **Proposal package must be labeled as follows:**
 - Project name: Mass Notification System Bid
 - Along with Vendor name
- The vendor is responsible for all costs incurred in the preparation, demonstration, or negotiation of this proposal.
- The City of Riverdale reserves the right to award the project to the vendor with either the

lowest or the best bid, in whole or in part.

Proposal Format

Vendors must organize their proposals in the following format:

- Letter of Transmittal
- Executive Summary if desired
- Proposal Questionnaire (RFP Section 1.)
- Pricing (RFP Section 2.)
- Attachments
 - Please reference attachments with section and question number
 - Example: 1.1 System Architecture Question #3

Evaluation Criteria

Responses to this RFP will help the City of Riverdale identify the most qualified vendor and will be indicative of the level of the firm's commitment. The City of Riverdale will evaluate the qualifications, references, overall fit with the City, as well as take into consideration the proposed scope and pricing submitted to determine the most qualified vendor.

Selection Process

The selection process will involve the following phases:

- **Phase 1:** A City review team will evaluate vendor submittals. The initial review will determine conformance to submission requirements and whether responses meet minimum criteria established. Review will include the vendor's acceptance of RFP terms and completeness of submissions.
 - **Online Demonstrations:** Leading up to this process, we have given the opportunity for several vendors to deliver online demos of their products. If any company that wished to submit a proposal and has not yet had a chance to deliver an online demo, they may do so at any time before the scheduled opening of the bids.
 - We also reserve the right to schedule additional online demos after the opening of the bids for further clarification and demonstration of the system.
- **Phase 2:** Review team will check references given.
- **Phase 3:** The City will enter into negotiations leading to a professional services agreement.

1. Proposal Questionnaire

1.1. Vendor Background

| Vendor Information | |
|--------------------|--|
| Company Name | |
| Address | |
| City, State & Zip | |
| Website | |

| Primary Vendor Contact | |
|------------------------|--|
| Name and Title | |
| Phone | |
| Email | |

Please provide the answer the questions in the right-hand column. If you add an attachment, please write "attachment" in the right column.

| | |
|--|--|
| 1. As its primary business, vendor must focus on emergency notifications. State the total number of emergency notification clients currently served. | |
| 2. Vendor should have a minimum of 10 years of experience providing mass emergency notification services. Please provide the total number of years in business. You may also attach any company history, awards, or other relevant documents pertaining to your history. | |
| 3. Vendor must have a national presence. Please state how many states or countries that you provide mass notification systems to. | |
| 4. Does the vendor currently participate in the E-Verify program to confirm all employees are authorized to work in the United States? | |

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| <p>5. Does the vendor utilize any third-party agents or contractors located outside the United States? If yes, provide details including their names and job responsibilities as they relate to this project.</p> | |
| <p>6. Detail any third-party Service Level Agreement(s) (SLA) or subcontractors used to provide the mass notification service. Include a project plan that details how the vendor rectifies a failure to meet the SLA or if the subcontractor(s) are unable to perform as required.</p> | |

1.2. Vendor References

1. Provide at least five (5) city and/or City references that currently use the proposed system. Each reference must have a population of at least 25,000. Also, at least two (2) references should be from the southeast (Georgia, Alabama, Tennessee, South Carolina, Florida.)

| Reference #1 | |
|---------------------------|--|
| Agency name | |
| Address, city, state, zip | |
| Contact information | |
| Years using system | |
| Population | |

| Reference #2 | |
|---------------------------|--|
| Agency name | |
| Address, city, state, zip | |
| Contact information | |
| Years using system | |
| Population | |

| Reference #3 | |
|---------------------------|--|
| Agency name | |
| Address, city, state, zip | |
| Contact information | |
| Years using system | |
| Population | |

| Reference #4 | |
|---------------------------|--|
| Agency name | |
| Address, city, state, zip | |
| Contact information | |
| Years using system | |
| Population | |

| Reference #5 | |
|---------------------------|--|
| Agency name | |
| Address, city, state, zip | |
| Contact information | |
| Years using system | |
| Population | |

Include the following information for each (marketing materials will not suffice):

| | |
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| <p>2. Provide documentation for a non- testing instance where the proposed system has been effectively used to complete more than 100,000 voice callsfor a single client within one (1) hour for a community of a similar size.</p> | |
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1.3. System Architecture

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| <p>1. Can designated personnel access the service from any location via an internet connection or phone to create an emergency or community message?</p> | |
| <p>2. Describe the proposed system’s ability to deliver a high volume of calls within a short period of time.</p> | |
| <p>3. The proposed system must not overload the local telephone circuits during an emergency. Describe how the system detects limitations in the local telephone infrastructure and adjusts the call volume as needed to increase efficiency.</p> | |
| <p>4. Does the system have the capabilities to send messages via each of the following methods from within a single interface?</p> <ul style="list-style-type: none"> • Voice • Text • Email • Mobile app • IPAWS • Social networks | |
| <p>5. Do you operate and maintain your own calling infrastructure. Do you utilize any third-party contractors to manage or support any part of the network?</p> | |
| <p>6. Describe in detail the involvement of all third-party suppliers and infrastructure support organizations.</p> | |
| <p>7. The system should be triple-redundant with facilities geographically separated across multiple power grids and time zones. Describe the vendor’s compliance with this requirement.</p> | |
| <p>8. The system must provide for no down time. Describe the failover capabilities of the proposed system’s server architecture.</p> | |

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| <p>9. Explain in detail the vendor’s measures to safeguard the system from downtime caused by catastrophic event, electrical failure, Internet outage, etc.</p> | |
| <p>10. Have any of the vendor’s clients been unable to deliver notifications due to system downtime? If so, provide the length of downtime for each instance and explain how the situation was resolved.</p> | |
| <p>11. What measures are taken to secure the system from unauthorized access?</p> | |
| <p>12. Describe each of the vendor’s physical facility locations.</p> | |
| <p>13. Describe how you ensure that contact data is protected from reselling, freedom of information requests and other exploitations.</p> | |
| <p>14. Describe any other features that are unique to your system.</p> | |

1.4. Message Delivery

| | |
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| <p>1. To maximize system speed, all devices should be called at once for each notification. The system should not use a cascading calling methodology. Describe how this will be accomplished.</p> | |
| <p>2. The system must not leave truncated or repeated messages resulting from automated answering devices. Describe how this is accomplished.</p> | |
| <p>3. The system should allow for a message recipient to immediately hear the recorded message upon answering the phone. Describe how this is accomplished.</p> | |
| <p>4. The proposed system must automatically attempt to redial all numbers that had an undelivered message. Describe how this is accomplished.</p> | |

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| <p>5. The system must allow users to create separate messages for each method of notification delivery (e.g., text, email, WEA, EAS/NWEM, etc.). Describe how this is accomplished.</p> | |
| <p>6. The system should be able to send staff notifications, map calls, and deliver IPAWS messages—all in one step from a single launch process? Describe how this is accomplished.</p> | |
| <p>7. The vendor should be able to provide an annual data and infrastructure performance test, utilizing all system database components. State whether the vendor complies and list any additional fees in the cost proposal.</p> | |
| <p>8. The system should provide a customized toll-free caller ID. This toll-free number must allow residents to call and hear the last message sent to that particular phone number. Describe how this requirement will be met.</p> | |
| <p>9. Vendors should provide a mobile app for users to launch messages. Describe existing capabilities.</p> | |
| <p>10. Can the system provide team notifications, and does it have the capability to select targeted lists of city personnel and city public safety teams?</p> | |

1.5. Mobile Alert App

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| <p>1. Does this system provide a mobile app for notifying both residents and regional visitors during an emergency, even those that have not opted in to specifically receive alerts from the City of Riverdale? Describe existing capabilities in detail.</p> | |
| <p>2. On what devices can the mobile app be used?</p> | |

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| 3. To date, approximately how many downloads has the proposed app received? | |
| 4. Can recipients select the types of alerts they would like to receive? Describe in detail. | |
| 5. Is the app ad-free for a streamlined user experience? | |
| 6. Describe how the mobile app can enhance the agency’s interoperability with surrounding jurisdictions. | |
| 7. Vendor should provide the option to disseminate weather warnings through the app. Describe how this will be accomplished. | |

1.6. IPAWS Messaging Tool

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| 1. Does the system have a tool for launching FEMA IPAWS messages? | |
| 2. The system must allow alerting on all five (5) IPAWS modes (EAS, WEA, NWEM, COG to COG, and Public Alerts Feed). Does your system comply and, if so, describe the system’s ability to launch messages to EAS, WEA, NWEM, COG to COG, and the Public Alerts Feed in a single request? | |
| 3. The system must provide a live IPAWS connectivity indicator? Describe in detail. | |
| 4. The system must display a message verification response from the IPAWS aggregator once a call is delivered. Does your system comply? | |
| 5. The IPAWS system must provide separate text boxes for WEA messages vs. EAS/NWEM messages to allow for the character restrictions of each with visible character count tabulations. Does your system comply? | |
| 6. The proposed IPAWS tool must be within the proposed solution and not provided as separate software. Does your system comply? | |

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1.7. Automated Severe Weather Notification

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| <p>1. The proposed system should be capable of delivering unlimited automated calls/voice messages to the community for select warnings issued by the National Weather Service. Contracted or third-party solutions will not be considered. Describe every step in the vendor’s process for delivering automated weather alerts to the public, not simply weather watches.</p> | |
| <p>2. The proposed system should be capable of launching select automated weather warning calls based on the lat-long polygon issued by the National Weather Service and not the City or FIPS codes.</p> | |
| <p>3. Can residents indicate which types of weather notifications they receive (e.g., tornado, flash flood, and/or severe thunderstorm warnings)?</p> | |
| <p>4. The vendor should have at least five (5) years of experience successfully disseminating automated weather alerts.</p> | |

1.8. Calling Database Management

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| <p>1. Can the vendor provide a “vendor- provided” database of residential, business, and cellular data for our community? Describe vendor-provided data options and any additional costs.</p> | |
| <p>2. Explain how our total database will be populated and the precedence of various types of calling data.</p> | |
| <p>3. Residents must be able to easily opt in to the system and their contact information must be available for immediate use. Describe the opt-in process in detail.</p> | |

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| <p>4. The system must provide a “Do Not Call” feature. Describe system capabilities.</p> | |
| <p>5. Explain how the proposed solution will keep our database up-to-date and describe any associated costs in the pricing section.</p> | |
| <p>6. How does the proposed system handle duplicate records?</p> | |
| <p>7. Describe the vendor’s process for removing inactive phone numbers from the database.</p> | |
| <p>8. How does the vendor ensure that contact data is protected from resale, public records requests, and other exploitations?</p> | |
| <p>9. The system must be capable of importing data from other databases (e.g., 911 data, utility records, etc.). Describe any associated costs in the pricing section.</p> | |
| <p>10. Does the proposed system use every record provided in the 911 database? Describe the vendor’s methodology for cleansing 911 data or other records provided by our agency.</p> | |
| <p>11. Describe how the system restricts some or all of the 911 data from specific users or calls.</p> | |
| <p>12. Describe the vendor’s support in encouraging community enrollment and notifying residents of system features following implementation.</p> | |
| <p>13. If available, how many data records are currently available in the vendor’s proposed system for this area?</p> | |
| <p>14. The Vendor should be able to provide a system performance test as evidence of stated calling speeds. State Vendor’s compliance with this requirement.</p> | |
| <p>15. The system should allow at least one (1) Home Phone, two (2) additional cell phones, one (1) email address, and two (1) physical addresses per household or</p> | |

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| <p>business. State Vendor’s compliance with this requirement.</p> | |
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1.9. Mapping and Geographic Data Selection

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| <p>1. Do you have at least 10 years of experience providing Web-based mass notification services that utilize geographic mapping controls?</p> | |
| <p>2. The system must provide Esri-based mapping capabilities with multiple drawing tools and shape functions to define calling areas. Please describe.</p> | |
| <p>3. The system must allow users to upload and overlay client-supplied GIS maps and plume modeling files for use in defining calling areas. Describe the system’s capabilities.</p> | |
| <p>4. Does the proposed system include a proprietary mapping interface that allows users to designate an area to be notified? Detail any associated costs in the pricing section.</p> | |
| <p>5. The city may be providing one or more databases. Describe the vendor’s method for geo-locating each address and state the timeframe needed to geo-code a database of our size.</p> | |
| <p>6. Does the vendor use any third-party for geo-coding? If so, describe the process and third-party support provided.</p> | |
| <p>7. Describe the vendor’s procedures for releasing secure data to a third party.</p> | |
| <p>8. Does the system allow users to select multiple contiguous or non-contiguous areas for notification?</p> | |
| <p>9. The system must allow the ability to import and save shape files for immediate and future use.</p> | |

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| <p>10. The system must be capable of adding custom mapping layers.</p> | |
| <p>11. If the City provides our own mapping layers for direct use within the proposed system, what is the time needed to integrate this data?</p> | |
| <p>12. The system must allow users to access multiple map sources and customize map views by enabling or disabling specific GIS layers.</p> | |
| <p>13. Users must be able to designate specific addresses on the map and define the radius around the targeted areas. Describe how this is accomplished.</p> | |
| <p>14. Users must be able to easily broaden a notification area and re-launch a message to new selections and prior non-connects—while excluding previous message recipients to avoid duplicate contacts. Describe how this is accomplished.</p> | |
| <p>15. The system must be able to prioritize notifications closest to an event location and systematically expand outward. Describe how this is accomplished.</p> | |
| <p>16. The system must support notification by city or by zip code.</p> | |
| <p>17. Users must be able to define a notification area down to the street level, including address ranges and odd/even street addresses. Describe how this is accomplished.</p> | |
| <p>18. The system must automatically geo-code all address data at entry.</p> | |

1.10. Reporting

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| 1. Does the system have reporting capabilities, including the types of data represented? How long the data is archived? | |
| 2. Does the system have the ability to report on the status of every call, indicating whether it was answered by a live person, or reached an answering device, busy signal, or operator intercept? | |
| 3. Is report data updated in real time? | |
| 4. Does the system provide a variety of reporting formats, including statistical presentations, as well as graphical displays (e.g., charts and maps). | |

1.11. Training, Maintenance, and Implementation

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| 1. Initial live online training is desired. Describe the vendor’s initial services, as well as any follow-up training. | |
| 2. Does the vendor provide live technical support 24/7/365? | |
| 3. Describe how support calls are handled. | |
| 4. Is client support handled by a dedicated, in-house team or through a third party? | |
| 5. What is the vendor’s average response time for technical issues? | |
| 6. Describe the level of user involvement required for system maintenance. | |
| 7. Is the proposed system capable of sending notifications to our community immediately? If not, describe the implementation timeframe and resources required for an agency of our size. | |

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1.12. Inbound Interactive Voice Recorder

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| <p>1. The Vendor should provide a toll-free telephone number for message recipients to call and receive updated information. This feature must also include a toll-free Interactive Voice Recorder (IVR) for City personnel to update information. Describe system’s ability to meet this requirement in detail.</p> | |
| <p>2. The IVR line should be accessible through the proposed system’s website and allow residents to leave a recorded message for City personnel. Additionally, the interface must allow City personnel to track which issues have been resolved and provide the ability to leave notes, document details, see who resolved the issue, when it was resolved, and other pertinent details. Describe system’s ability to meet this requirement in detail.</p> | |

2. Pricing Structure

Include a separate pricing page that includes the following information:

1. A description of how pricing is determined.
2. A breakdown of included features and any costs for additional features.
3. An outline of all additional fees (e.g., implementation, training, client support, data maintenance, etc.).
4. A guarantee of the final contract price, indicating the basis for any price increase over time (e.g., registration increase, rise in users or population, incremental percentage increase, etc.).
5. Itemized change in pricing due to additional resident opt-in, significant changes in population, etc.
6. Provide additional hardware option for devices that support the proposed solution.

3. Terms and Conditions

Provide any terms and conditions necessary for this project.

Examples:

1. Additional Services
2. Billing & Payment Terms
3. Agreement Renewal / Automatic Renewal
4. Termination
5. Support
6. Marketing
7. Intellectual Property, Ownership & Content Responsibility
8. Functionality
9. Liabilities
10. Appropriate Use of Service
11. Security and Confidentiality
12. Entire Agreement
13. Interpretation and Severability
14. Counterparts and Construction
15. Survival
16. Force Majeure

Additional Legal Information for Submitting a Bid to the City of Riverdale

1) Submitting your bid:

Bids are opened on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the City receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read at the specified time. Bids which are not received at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late bids:

Under extraordinary circumstances, the City council may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The City council is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: The City of Riverdale offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the committee.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the committee if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The committee may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

The City of Riverdale encourages the participation and utilization of minority business enterprises in all projects of the city. The City of Riverdale will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with City Employees:

Vendors shall not communicate with any city employee regarding this Invitation to bid with the exception of the city contact written on the third page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the City, any employee, officer, director, or principal of vendor or the City and any other party. The city reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The city also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the city.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(10) Incurred costs:

The city is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(11) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save the City of Riverdale, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold the City of Riverdale including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent actor omission committed by City of Riverdale, including its agencies, employees, and assignees.

(12) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by The City of Riverdale. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/City /state/federal)
- State and local certifications (e.g., Professions/occupations/activities)
- Licenses and permits (e.g., city/City license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(13) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to the City of Riverdale terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

The City of Riverdale will enter into a one-year agreement.

The City of Riverdale has the option of renewing the agreement for **two (2) additional one-year periods**. This process is accomplished by a vote of the City council each year and a letter notifying vendor of the award.

The City will give vendor a 90-day written notice prior to the end of the term whether the city has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the City council's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the City council or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the City council, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(14) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of the city of Riverdale or an agency of the City of Riverdale. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(15) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the City of Riverdale. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that The City of Riverdale reserves the right to allow the substitution of any new or different product/system offered by the vendor. The City of Riverdale shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by The City of Riverdale prior to the City of Riverdale acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(16) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to the City of Riverdale. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(17) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(18) Description of Product:

The vendor should present a detailed description of the product proposed on **the Pricing Sheet** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(19) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the City from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The City may make multiple awards from a single solicitation document when such awards are in the best interest of the city.

(20) Billing and Payments:

Invoices will be submitted to The City of Riverdale 7200 Church St Riverdale, GA 30274. Payment will be made within 60 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, The City of Riverdale may withhold payment or reject invoices under the contract. Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. The City of Riverdale shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, The City of Riverdale shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by The City of Riverdale, upon official notification by The City of Riverdale, the vendor shall provide The City of Riverdale with a check payable as instructed by The City of Riverdale in the amount of such overpayment. The vendor shall submit the overpayment to The City of Riverdale at the address specified. The vendor shall agree and understand that The City of Riverdale shall be solely responsible for payment for only those services requested by The City of Riverdale.

(21) Return of Goods:

The City of Riverdale may cancel any purchase at any time for a full credit.

(22) Management of Materials:

The vendor agrees and understands that as the needs of the city change, the city will notify the vendor of those changes. If requested by the city, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification. In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or The City of Riverdale may request a corresponding modification to the established cost. With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the City of Riverdale City council. *The decision of the adjustment to the cost by The City of Riverdale shall be final and without recourse.*

(23) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of The City of Riverdale. In the event the vendor does not perform in accordance with the vendor's agreement, The City of Riverdale shall notify the vendor following determination of such. Vendor shall be responsive to the needs of The City of Riverdale at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to The City of Riverdale all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(24) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(25) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(26) Cancelling Service:

The City of Riverdale City council reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from The City of Riverdale. The decision by the City of Riverdale City council shall be final and without recourse.

(27) Determination for Award:

The award shall be made to the lowest priced responsive vendor. The City of Riverdale reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, The City of Riverdale reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by The City of Riverdale must be signed by at least a majority of the members of the City council. Agreements must be attested by the City Clerk and approved to form by the City Attorney.

(28) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the city within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(30) Suspension or debarment of Vendor:

The City council may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions, and requirements of a contract/purchase order.

Violating any federal, state, or local law, ordinance, or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to City offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the City council, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the City or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the City council within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

(31) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 770-909-5415. Information requests may also be e-mailed to nmingo@riverdalega.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

(32) Declaration:

The vendor hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the City of Riverdale City council or when a Notice of Award is signed and issued by the City council, a binding contract shall exist between the vendor and The City of Riverdale. Signature required below confirming understanding of this statement.

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|------------------------------|--|
| Doing Business as (DBA) Name | Legal Name of Entity/Individual Filed with IRS for this Tax ID No. |
| Mailing Address | IRS Form 1099 Mailing Address |
| City, State, Zip Code | City, State, Zip Code |

| | |
|-----------------------------|---------------|
| Contact Person | Email Address |
| Phone number | Fax number |
| Authorized Signature | Date |
| Printed Name | Title |