

City of Evansville



Request for Proposal ***RFP-011-03-2022***

COMPREHENSIVE, CLOUD-BASED EMERGENCY RESPONSE PLATFORM, WITH MODULES FOR PRE- INCIDENT PLANNING, FIRE PREVENTION, INCIDENT REPORTING, SCHEDULING, COMMUNITY RISK REDUCTION, AND ASSETS & INVENTORY

Issue Date: May 6, 2022

Issued By: City of Evansville
Purchasing Department
1 NW Martin Luther King Blvd. Rm. 323
Evansville, IN 47708

Transmitted Via: Email and Posting on Website:
<http://www.evansvillegov.org/city/departments/division.php?structureid=130>

Inquiries: Questions should be submitted via Email to:
Lora Bennett
Purchasing Director
lbennett@evansville.in.gov
812-436-4917

Proposals Due: June 22, 2022 @ 1:00 p.m.

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CONTRACTOR INSTRUCTIONS

1. INTRODUCTION

The Board of Public Safety, on behalf of the Evansville Fire Department, for the City of Evansville (the "Owner"), is soliciting competitive proposals from qualified vendors for a comprehensive, cloud-based emergency response platform, with modules for pre-incident planning, fire prevention, incident reporting, scheduling, community risk reduction, and assets and inventory.

Your company, among others, is invited to submit a proposal on a competitive basis in the format described in this Request for Proposal (RFP). This RFP establishes requirements and defines responsibilities of the proposing Vendor (hereinafter "Contractor") to perform all phases of work.

Sealed proposals will be received in Room 301, Civic Center Complex, and 1 N.W. Martin Luther King, Jr. Boulevard, Evansville, Indiana 47708 until 1:00 P.M. (CST) on June 22, 2022, at which time responding Contractors will be announced. Proposals to be submitted prior to the scheduled Proposal opening shall be submitted to the Purchasing Department, Room 323, Civic Center Complex, 1 NW Martin Luther King Jr. Boulevard, Evansville, Indiana 47708. Proposals submitted to the Purchasing Department shall be submitted prior to 12:50 P.M. (CST) on June 22, 2022.

2. GENERAL REQUIREMENTS

The successful Contractor product should meet the following criteria:

- A. Product must be able to be implemented and fully operational to the Owner's satisfaction by November 1, 2022.
- B. Product must be modifiable or configurable to meet specific client requirements.
- C. Product must have ample backup and redundancy.
- D. Product must allow for data migration from the existing FIREHOUSE ESO FRMS.
- E. The proposal must include implementation, data migration, integration, and/or configuration as well as maintenance and support service.
- F. Respondents must have a solid customer base of fire departments utilizing the proposed solution.
- G. Product must integrate with Computer Aided Dispatch software and Automatic Vehicle Locator software used by Vanderburgh County Central Dispatch.
- H. Product must integrate with State of Indiana Emergency reporting software.
- I. Product must integrate with Tyler/MUNIS software used by the City of Evansville for payroll purposes.

3. RESPONSE INSTRUCTIONS

The submitted proposal must follow the rules and format established within this Request for Proposals (RFP). Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to complete any portion of this request may result in rejection of a proposal.

4. CONTACT WITH MUNICIPALITY EMPLOYEES

There shall be no verbal discussion of any nature concerning this RFP between any Contractor and City employees, and/or Board Members before, during or after the public opening. This does not include discussions that may occur during site visits by the evaluation team during the review process.

CONTRACTOR INSTRUCTIONS

To ensure a fair and objective evaluation of all proposals, Contractors are required to submit all inquiries in writing to Lora Bennett, with the Evansville-Vanderburgh County Purchasing Department, at lkbenett@evansville.in.gov no later than 4:00 pm CST on Thursday, June 9, 2022. All questions will be compiled, answered in writing, posted on the Purchasing Website, and emailed to all interested Contractors no later than 5:00 pm CST on Monday, June 20, 2022.

5. COSTS OF RFP PREPARATION AND SUBMISSION

Each Contractor shall be responsible for all costs incurred in order to prepare and submit their response to this RFP.

6. OPENING OF PROPOSALS

All responses received by the submission deadline will be publicly opened at the Board of Public Safety on June 22, 2022 at 1:00 p.m. Responding Contractors are welcome at the public opening. Only the names of the companies responding will be disclosed so as to avoid disclosure of contents to competing Contractors during the process of negotiation (IC 5-22-9-4).

7. PROPOSAL REVIEW

All documents submitted as part of the Contractor's proposal will be deemed confidential during the evaluation process. Contractor proposals will not be available for review by anyone other than the evaluation team or its designated agents. There shall be no disclosure of any Contractor's information to a competing Contractor prior to award of the contract. All applicable information will be subject to public disclosure in accordance with the Indiana Access to Public Records Act, at award of contract, cancellation of this RFP, or within 180 days, whichever shall occur first.

8. PROPOSAL FORMAT AND FORM

Each proposal will be prepared in the format specified below and submitted in PDF format by email to lkbenett@evansville.in.gov.

The proposal must be prepared in the following format:

Section 1 – Proposal Requirements Overview

- I. Letter of Transmittal
- II. Company Overview/Executive Summary
- III. Questionnaire
- IV: Exhibits
 - a. Scope of Work
 - b. Sample Implementation Plan
 - c. 3 Letters of Reference from current or previous customers
 - d. Certificate of Insurance
 - e. Cost Proposal

Appendices

- a. Appendix A: Desired Features
- b. Appendix B: Required Forms

Section 2 – Insurance

The successful Contractor shall provide proof of insurance in an amount not less than as follows:

CONTRACTOR INSTRUCTIONS

1. \$1,000,000 for injury or death to any one person arising out of any one accident or collision and \$2,000,000.00 aggregate
2. \$1,000,000 for damage to the property of each person resulting from a particular incident

After award, the City of Evansville shall be an additional named insured on the policy and the Contractor's insurance will be primary.

Section 3- Cost Proposal

Please provide detailed pricing, including:

1. Software Subscription or Maintenance License Costs
2. Implementation and Training Costs
3. Included and Optional (add-on) modules.

Section 4- Desired Features

Each potential Contractor must review the attached spreadsheet titled "Desired Features" and indicate on each line whether the Contractor's product can provide said feature. For additional information regarding Owner's desired features as to FLSA calculation, the City of Evansville Personnel Action Form, and Seniority by Hire List, see additional documents attached to the Desired Features spreadsheet. The **worksheet** can be found at this location: <https://www.evansvillegov.org/egov/apps/document/center.egov?view=item&id=7956> . Additional information can be found at this location: <https://www.evansvillegov.org/egov/apps/document/center.egov?view=item&id=7957> .

Section 5 –Required Forms

Provide a signed original copy of all forms required to be submitted with this RFP in the following order:

- | | |
|---|-----|
| 1. Equal Employment Opportunity | A-1 |
| 2. Indiana Legal Employment Declaration | B-1 |
| 3. Non-Collusion Affidavit | C-1 |
| 4. Conflict of Interest / Familial Disclosure | D-1 |
| 5. Security (Bid) Bond Performance Bond | E-1 |

9. QUESTIONNAIRE

A. Qualifications and Company Overview

1. Provide a summary of the company's experience and qualifications, including a brief history of the company.
2. Provide your company's address.
3. How many employees do you have?
4. Who are your key executives?
5. How long has the software been available?
6. Provide a company outlook and forecast over the next three years including market share, stability, and major initiatives.

B. System and Technical

CONTRACTOR INSTRUCTIONS

1. Describe your technology architecture including coding languages, database, operating systems, and system delivery type (cloud, hosted, on premise).
2. Describe any system/network/hardware requirements for your software.
3. Provide a summary of your security architecture and practices.
4. Describe how you integrate with other internal systems, CAD, and external applications.

C. Implementation

1. Please provide an overview of your implementation strategy and process.
2. Describe the Owner's responsibilities during the installation and implementation process.
3. Do you offer customer training during implementation? Please describe, including any additional associated costs.
4. How do you communicate with customers during implementation?
5. Can clients customize the software?
6. Propose your plan for migration of data from FIREHOUSE ESO FRMS to new software.

D. Customer Support

1. What are your customer support hours? Please provide for all methods (phone, email, live chat, etc.).
2. Explain your customer issue reporting and resolution process, including timelines and guarantees.
3. How often are updates made to the system? Is the software unavailable during these updates?

E. Pre-Incident Planning

1. Provide an overview of your pre-incident planning capabilities.
2. Describe how you integrate with county assessor or online building department data.
3. How does your system work with Esri ArcGIS?

F. Fire Prevention

1. Provide an overview of your fire prevention planning capabilities.
2. Describe how your system can be used for self-inspection or virtual inspections.
3. Does your system have integrated inspections, permitting and billing?
4. Explain how a user can easily customize checklists, codes, fee schedules and forms.

G. Incident Reporting

1. Provide an overview of your incident reporting capabilities.
2. Is NFIRS/EMS reporting to the State of Indiana integrated into a single report?

H. Scheduling/Personnel

1. Provide an overview of your scheduling/personnel capabilities.
2. Is scheduling built natively with the rest of the platform? If so, explain any automation between scheduling and other modules.

I. Community Engagement

1. Provide an overview of your community engagement capabilities.
2. How do emergency response agencies communicate with their business and residential constituents?
3. Please describe services you include that help drive citizen sign-ups and engagement.

J. Asset Management

1. Provide an overview of your asset management capabilities.
2. Is asset management built natively with the rest of the platform? If so, explain any automation between asset management and other modules.
3. Does the platform provide the capability to incorporate bar-coding inventory?

10. DELIVERY OF PROPOSALS

CONTRACTOR INSTRUCTIONS

The submittals should be sealed and clearly labeled as "RFP-011-03-2022 Cloud-Based Emergency Response Platform, Opening June 22, 2022." It is the sole responsibility of the Contractor to see that their RFP is received in the proper time. Any proposal received after the proposal opening date and time shall be eliminated from consideration and returned to the Contractor unopened.

Any RFP's delivered prior to 12:50 PM CST on June 22, 2022, shall be delivered to the following address:

Purchasing Department
Room 323
1 NW Martin Luther King Jr. Blvd.
Evansville, IN 47708

or emailed to lbennett@evansville.in.gov.

NOTE: Contractors may bring proposals directly to the June 22, 2022 Board meeting in room 301 of the Civic Center 1 NW Martin Luther King Jr. Blvd, Evansville, IN 47708. All Proposals must be handed to the Board Secretary by 1:00 p.m. in order to be considered.

11. RESPONSE INSTRUCTIONS

- A. **All proposals must be received on or before the time and date indicated in the Notice to Contractors.** The responsibility for submitting proposals in a timely manner is solely that of the Contractor. The Owner will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals will not be considered and will be returned, unopened, to the Contractor.
- B. Contractor shall submit their proposal with the required information, utilizing the COST PROPOSAL forms provided and supplying all the required information.
- C. Contractors are required to provide all requested information. **Proposal should be submitted in a sealed envelope showing the Contractor's name, business address, proposal title, date and time of opening on the front of the envelope.** Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Proposals may result in the rejection of your proposal.
- D. Complete withdrawal or complete exchange of proposal is acceptable, only if done before scheduled opening.
- E. All proposals must be signed by an authorized official of the Contractor.

12. SECURITY (BID) BOND PERFORMANCE BOND

Contractors are required to submit a Security Bond with their proposal

- 1. All proposals require a security (bid) bond or certified check in an amount equal to \$1,000. Security bonds must be executed by a corporate surety licensed under the laws of Indiana to execute such bonds. The surety must be a corporate surety authorized to do business in Indiana and Power of Attorney must accompany the security bond.
- 2. All proposals not accompanied by a security bond or a certified check, payable to the Evansville Vanderburgh County Purchasing Department, will be rejected as non-responsive.
- 3. Contractors wishing the return of the security bond should include a self-addressed stamped envelope with their Proposal. The requested document will be returned as soon as possible upon successfully entering into contract negotiations with a selected Contractor.

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Contractors may be required to submit a Performance Bond during contract negotiations.

1. In the event that the City enters into final contract negotiations with a Contractor, the City reserves the right to require Contractor to provide a performance bond in the amount of Ten Thousand Dollars (\$10,000.00), which may be used to satisfy any direct damages to the City resulting from Contractor's failure and/or refusal to engage in good faith negotiations and/or honor the terms of its proposal and/or contract. The bond must remain in effect for the duration of the contract. The Performance Bond is to be posted with the Purchasing Department within ten (10) business days after award.

In place of the bond, a certified check or cashier's check in the full amount of the contract may be provided. Such deposits must be filed with the executed contract documents and made a part thereof. It shall be the responsibility of the Contractor to include the cost

13. TERMS OF RESULTING CONTRACT

The duration of this Contract shall be from the date of the signed agreement through December 31, 2025, unless sooner terminated for cause as provided in the contract. Any contract extensions approved by the Board of Public Safety shall be made at the unit prices specified in the Successful Contractor's Proposal/contract(s).

14. DEFAULT AND TERMINATION OF CONTRACT

The successful Contractor shall assume full responsibility for cloud-based emergency response platform, with modules for pre-incident planning, fire prevention, incident reporting, scheduling, community risk reduction, and assets and inventory. Should the successful Contractor fail to perform within the agreed upon time frame, the City reserves the right to contact another Contractor for the services.

Should the successful Contractor fail to correct any condition which is in violation of the terms of the contract(s), within 24 hours after having been notified by the Owner, the Owner may declare the contract(s) in default and terminate same immediately.

Contractor's failure to correct a written notice of failure to comply with the terms of contract(s) within 10 days shall be grounds for the City to terminate the contract(s).

15. WITHHOLDING PAYMENT

In the event a contract is cancelled under any provision herein, the City may withhold from the successful Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

16. INDEMNIFICATION

The successful Contractor shall indemnify, defend and hold harmless the City and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work; and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of their agents or employees by any employee of the successful Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

CONTRACTOR INSTRUCTIONS

17. DISCLOSURE

Contractor shall disclose all material facts with its proposal submission pertaining to any adverse information of the Contractor or its principals and key employees whom will be providing services under the advertising contract, including:

- a. Felony convictions within the last 5 years;
- b. Bankruptcies discharged within the last 7 years;
- c. Tax liens assessed within the last 5 years; or
- d. Claims filed against either the City or any City department within the last 5 years.

This disclosure shall not apply to any person or entity that is a stockholder owning less than twenty percent (20%) of the outstanding shares of a Contractor whose stock is publicly owned and traded.

Contractor shall also disclose any civil conviction or pending civil litigation involving contract performance during the last five (5) years anywhere in the United States against the Contractor or any business controlled by or affiliated with Contractor.

The Board of Public Safety may reject, at its sole discretion, any Contractor it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The City of Evansville's finding may be based on the disclosure required herein, the City's own investigation, public records, or any other reliable source of information. The City may also reject any Contractor failing to make the disclosure required herein. By submitting a proposal, Contractor recognizes and accepts that the Board of Public Safety may reject any proposal at its sole discretion. The Contractor waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal.

PROPOSAL EVALUATION

1. EVALUATIONS

The Request for Proposals shall be awarded to the most responsive, responsible offeror whose proposal is determined in writing to be the most advantageous to the governmental body, taking into consideration price and the other evaluation factors set forth in the RFP.

In determining whether an offeror is responsive, the following factors will be considered:

1. Whether the offeror has submitted an offer that conforms in all material respects to the specifications
2. Whether the offeror has submitted an offer that complies specifically with the solicitation and the instructions to offeror
3. Whether the offeror has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract

In determining whether an offeror is responsible, the following factors will be considered:

1. The ability and capacity of the offeror to provide the service
2. The integrity, character and reputation of the offeror
3. The competency and experience of the offeror

While proposed price of services requested will be relatively important, it is not to be considered the only evaluation factor in determining the winning proposal.

A. Process of Contractor Evaluation

An evaluation team will evaluate proposals on a variety of qualitative criteria as specified below (IC 5-22-9-2).

Each area shall be scored on a scale of 0-5 as outlined in the graphic below.

Score	Characteristics
0	Submission is unacceptable
1-2	Submission is not adequate, misses key requirements
3-4	Submission meets basic expectations and requirements
5	Submission meets and exceeds expectations and requirements

Members of the scoring committee are:

- Fire Chief Mike Connelly
- Assistant Fire Chief Paul Anslinger
- Chief of Operations, Division Chief Ron Campbell
- EFD Information Technology Specialist, Jeff Crawford
- Executive Secretary, Cathleen Tamez

The areas to be scored are as follows:

- **Qualifications and company Overview**
- **System and Technical**

PROPOSAL EVALUATION

- **Implementation**
- **Customer Support**
- **Pre-Incident Planning**
- **Fire Prevention**
- **Incident reporting**
- **Scheduling/Personnel**
- **Community Engagement**
- **Asset management**
- **Cost**
- **Requirements**

12 areas to be scored make a maximum total = 60 points. Based on the review of each area by each committee member, the total score will be sum of all areas. The total score for all areas by each committee member will be added together to be the sum total of points for each Contractor. The total points for each Contractor will be divided by 5 (the number of committee members). That average score will be used to compare/select/award the purchase of the software Contractor. Sample calculation below. In the example, Contractor #1 would receive the higher average score.

PROPOSAL EVALUATION

Vendor #1					
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
• <u>Qualifications and company Overview</u>	5	5	5	4	4
• <u>System and Technical</u>	4	4	4	5	5
• <u>Implementation</u>	4	3	3	4	4
• <u>Customer Support</u>	5	4	4	4	4
• <u>Pre-Incident Planning</u>	3	4	3	4	3
• <u>Fire Prevention</u>	4	5	5	5	5
• <u>Incident reporting</u>	5	4	3	3	4
• <u>Scheduling/Personnel</u>	5	5	5	5	5
• <u>Community Engagement</u>	5	3	4	4	4
• <u>Asset management</u>	3	3	3	3	3
• <u>Cost</u>	3	4	5	4	4
• <u>Requirements</u>	3	3	2	3	2
Total	49	47	46	48	47
Average	47.4				
Vendor #2					
	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
• <u>Qualifications and company Overview</u>	4	4	4	4	4
• <u>System and Technical</u>	3	4	4	5	5
• <u>Implementation</u>	4	3	3	4	4
• <u>Customer Support</u>	5	4	4	4	4
• <u>Pre-Incident Planning</u>	3	4	3	4	3
• <u>Fire Prevention</u>	4	5	5	5	5
• <u>Incident reporting</u>	5	4	3	3	4
• <u>Scheduling/Personnel</u>	5	5	5	5	5
• <u>Community Engagement</u>	5	3	4	4	4
• <u>Asset management</u>	3	3	3	3	3
• <u>Cost</u>	3	4	5	4	4
• <u>Requirements</u>	3	3	2	3	2
Total	47	46	45	48	47
Average	46.6				

The Owner reserves the right to reject any or all proposals or to make no award. The Owner reserves the right to conduct discussions with Contractors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. The Owner further reserves the right to waive any and all formalities or irregularities in quoting.

The Owner may award based on initial proposals received, without discussion of such proposals. However, selected Contractors may be invited to make oral presentations to the evaluation team.

The Purchasing Department and/or members of the evaluation team for this RFP reserve the right to physically inspect the Contractors facility at any time prior to award and throughout the contract.

PROPOSAL EVALUATION

2. SUMMARY OF EVALUATION PROCESS

Step 1 - Once all proposals are opened they will be retained by the Purchasing Department to review for responsiveness. This includes, but may not be limited to, ensuring that proposals meet the requirements outlined in Paragraph 8 PROPOSAL FORMAT AND FORMS.

Step 2 - Once proposals are deemed "Responsive," they will be sent to the individual members of the evaluation committee. The individuals will take each proposal into consideration. Each proposal will be treated in the same manner and given equal consideration.

Step 3 - The committee will meet and all individual scores will be weighted in accordance with the assigned scoring scale on pages 9 and 10 of this RFP and subsequently combined to obtain an overall average score. The committee may answer each other's questions at this time and may also request to visit a fire department utilizing the Contractor's software for purposes of observation and demonstration, ask for presentation, and/or ask for clarification questions be sent to Contractors.

Once site visits are completed and all questions are answered, committee members will be allowed to revise their individual scores. They will be asked to provide reasoning for these changes in written form.

The weighted individual scores will then be combined again and the average score will determine the proposed successful Contractor.

Step 4 - This information will be taken to the Board of Public Safety as a recommendation of award and the Board will decide whether to accept.

3. PRESENTATIONS

Contractors may be required to make presentations and/or provide written clarifications of their responses at the request of the municipality.

4. RIGHT OF REFUSAL

The municipality reserves the right to reject all RFPs in their entirety. Furthermore, the Board/City reserves the right to hold the quote of the three (3) lowest Contractors for a period of sixty (60) calendar days from and after the time of the opening. The municipality reserves the right to award the contract in any manner deemed in the best interest of its citizens.

5. SUBCONTRACTORS

The Owners intend to contract with one prime Contractor who will be solely responsible for contractual performance. In the event the prime Contractor utilizes one or more subcontractors, the prime Contractor will assume any/all responsibility for performance of services by the subcontractor(s). Additionally, the City of Evansville must be named as a third party beneficiary in all subcontracts.

A list of all subcontractors proposed to take part in the performance of the contract must be provided to the City of Evansville for approval prior to contract execution. This request may require that sufficient financial or background information pertaining to included subcontractors be provided.

To the degree available, the subcontractor list and corresponding financial/background information should be included in an appendix with the proposal response.

The City of Evansville reserves the right to limit and/or reject any and all subcontractors.

6. MINORITY AND WOMEN BUSINESS ENTERPRISE UTILIZATION

PROPOSAL EVALUATION

The City of Evansville formally adopted a Minority and Women Business Utilization Plan illustrating a commitment to achieving significant utilization of Minority and Women Business Enterprises (M/WBE) in the community's purchasing efforts. Goals have been established to provide an atmosphere of equal opportunity for all Contractors and to prohibit discrimination in all aspects of the public operations including the purchasing of products, services, and Public Safety contracts. (See Evansville Municipal Code 3.90.110-180)

7. E-VERIFY PROGRAM

Pursuant to Indiana Code 22-5-1.7-11 (b)(2) the Contractor shall provide documentation that it has enrolled and is participating in the E-Verify Program (see Indiana Legal Employment Declaration form). Contractor is required to submit proof from the E-Verify Program that it is currently enrolled in the Program. An example of confirmation is the confirmation e-mail received from E-Verify that the Contractor has successfully enrolled in E-Verify.

8. TAXES

The City of Evansville is exempt from Federal, State, and Local Taxes and will not be responsible for any such taxes in connection with the award or performance of this contract.

9. LICENSES AND PERMITS

The successful Contractor or Contractors shall furnish the City of Evansville upon request any and all documentation regarding licenses, permits, certifications and/or registrations required by the laws and regulations of the City of Evansville, Vanderburgh County, the State of Indiana and the United States of America.

The Contractor certifies that it is now and will remain in good standing with the aforementioned governmental agencies and that it will maintain its licenses, permits, certifications and/or registrations in force during the term of the contract/agreement with the City of Evansville, Vanderburgh County, Indiana.

Contractors shall comply with all applicable Federal, State, and Local laws, ordinances and regulations applicable to the bidding and performance of the contract(s).

10. USE OF THE CITY OF EVANSVILLE'S NAME

Upon entering an agreement, the successful Contractor or Contractors agree not to use the name of the City of Evansville, or any Department, in relation to the agreement within any commercial advertising, trade literature and/or press releases without prior written consent from the City of Evansville.

11. INCORPORATED BY REFERENCE

This Request for Proposal (RFP) distributed by the City of Evansville, including any other required terms, will be incorporated by reference and made a part of any resulting contract, except that any material approved by the City as confidential will not be publicly disclosed.

12. CHOICE OF LAW AND VENUE

Any and all actions or proceedings arising out of, or related to, this RFP and any resulting contract shall be governed by and construed in accordance with the laws of the State of Indiana. Submission of this proposal by Contractor constitutes consent and stipulation to jurisdiction and venue in the Circuit Court of Vanderburgh County, Indiana, concerning all litigation and proceedings arising out of or related to this RFP and any resulting contract.

13. ADVERSARIAL PARTIES

PROPOSAL EVALUATION

Any party responding to a bid, Request for Proposal, or quote for any contract with the City of Evansville shall be required to disclose any current adversarial litigation, contract dispute, or other adversarial proceeding against the City of Evansville.

Any such disclosure of current adversarial litigation, contract dispute or other adversarial proceeding against the City of Evansville shall be considered a factor in determining the qualification, responsiveness and responsibility of such party in responding to a bid, quote, or Request for Proposal; and the matter shall be referred to the City Law Department for investigation and recommendation to the Board prior to the award of any contract.

The Board shall consider the report and recommendation of the City Law Department in determining the qualifications, responsiveness and responsibility of each such party in awarding any contract.

14. FINAL DETERMINATION

All final determinations with respect to whether a Contractor is responsive and responsible shall be made by the Board of Public Safety. The final decision and selection of a Contractor shall be made by the Board of Public Safety, in their sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

(Signed form must be submitted with Proposal)

During the performance of the contract, the contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age or disability. The Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of the nondiscrimination clause.

2. The Contractor agrees that all services, facilities, activities and programs provided as part of this contract will meet the requirements of the American's with Disabilities Act and the rules and regulations promulgated there under.

3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age or disability.

4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advertising, the labor union or workers' representative of the Contractor's commitments under the Equal Employment Opportunity Section of this contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts.

Contractor Representative (please print)

Signed

Contractor Name

Telephone

Contractor Address

Date

INDIANA LEGAL EMPLOYMENT DECLARATION

(Signed form must be submitted with Proposal)

The State of Indiana has enacted a law (I.C. 22-5-1.7-11) requiring all state agencies and political subdivisions request verification from their Contractors that their employees are legally eligible to work in the United States. This Declaration serves as notice that all Contractors doing business with the City of Evansville must, as a term of their contract:

1. Enroll in and verify the work eligibility status of newly hired employees of the Contractor through the E-Verify programs (but is not required to do this if the E-Verify program no longer exists); and
2. Verify, by signature below, that the Contractor does not knowingly employ unauthorized aliens.

I, _____, a duly authorized agent of _____ (name of Company), declare under penalties of perjury that _____ (name of Company) does not employ unauthorized aliens to the best of its knowledge and belief.

(Name of Company)

By: _____
(Authorized Representative of Company)

Subscribed and sworn to before me on this _____ day of _____, 20____.

My Commission Expires: _____

County of Residence: _____

Notary Public – Signature

Notary Public – Printed Name

PLEASE SEE <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> FOR INSTRUCTIONS AND ELECTRONIC REGISTRATION FOR E-VERIFY.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) ss:
_____ COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by bidder, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Bidder further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Bidder (Firm)

Signature of Bidder or Agent

Subscribed and sworn to before me this _____ day of _____, 20____

My Commission Expires: _____

County of Residence: _____

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials/equipment stipulated in said bid.

Contracting Authority Members:

Date: _____

CONFLICT OF INTEREST / FAMILIAL DISCLOSURE FORM

Project: _____

ALL Contractors must complete this Conflict of Interest Familial Disclosure Form and must attach the completed form to the proposal.

I affirm that no principal, representative, agent, employee, Contractor or potential subcontractors, or other acting on behalf of or legally capable of acting on the behalf of the Contractor (a "Contractor Party"), is currently an employee of the City of Evansville ("City"), any City department or a member of any City Board or Council; nor will any such person connected to the Contractor be privy to any City information which may constitute a conflict of interest; or, if such a conflict or relationship does exist, I have disclosed the nature of the relationship or conflict below.

By the attached sworn and notarized statement we are disclosing the following familial relationship(s) that exists between a Contractor Party and any employee or member of any City Department or board.

As the Contractor, I understand that completing this form and self-disclosing potential conflicts of interest does not necessarily disqualify a Contractor, but aids in identifying conflicts of interests which must be addressed pursuant to I.C. 35-44.1-1 et al. Further, the City will insure that any individuals identified with a potential conflict will not be allowed to participate in the scoring or evaluation of the proposal packages, to insure the integrity of the process.

The following is a list of individuals who may pose a potential conflict of interest as described above. Please provide the name, relationship with the City and the nature of the potential conflict, or if applicable: "NONE" :

Signature(s): _____

Title: _____

Contractor/Bidder: _____

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____, _____ of _____, who having been duly sworn, acknowledged and affirmed that they did sign said instrument as such officer or authorized agent for and on behalf of _____, and by authority granted by such entity, that the same is their free act and deed and the free act and deed of said entity.

WITNESS my hand and notarial seal this _____ day of _____, 20 _____.

My commission expires:

Notary Public

My County of residence is:

_____ County, State of _____

Name of Notary Public

- DO NOT SUBSTITUTE THIS PAGE -