



# **Request for Proposals**

**For**

## **Access Control Upgrade at Billings Operations Center (BOC)**

210 North 27<sup>th</sup> Street P.O. Box 1178, Billings, MT 59101



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## **Section 1: General Information**

### **Request For Proposals (RFP) – Access Control Upgrade at Billings Operations Center**

THE ABOVE DESCRIPTION MUST APPEAR ON ALL PROPOSALS AND RELATED CORRESPONDENCE. **THIS IS NOT AN ORDER.**

PROPOSALS MUST BE <u>RECEIVED</u> NO LATER THAN: <b>Friday, March 5th, at 5:00 pm (MST)</b>		RFP INITIATIVE: <b>Access Control Upgrade at Billings Operations Center</b>
<ul style="list-style-type: none"> <li>• All suppliers must respond in detail to each element of this RFP in order to be considered for contract award.</li> <li>• All proposals must be mailed or emailed to contact person at the address below.</li> <li>• No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.</li> <li>• If pricing has been requested, it must be in a separate sealed envelope or emailed under separate cover and “Mail Services RFP Confidential Pricing” as the subject line.</li> <li>• If proposal is mailed, pricing may be included in a sealed envelope; however,</li> <li>• If proposal is emailed, pricing must be mailed in a sealed envelope or emailed under separate cover and “Access Control Upgrade at Billings Operations Center” as the subject line.</li> <li>• If proposal is mailed, please also include or email an electronic version, minus pricing</li> </ul>		
SEND ALL CORRESPONDENCE TO THE CONTACT BELOW:		
<b>City of Billings</b> <b>4848 Midland Rd</b> <b>Billings, MT 59101</b>	<b>Or</b>	<b>City of Billings</b> <b>P.O. Box 1178</b> <b>Billings, MT 59103</b>
<b>JOHN CATERINO, FACILITIES SUPERVISOR</b> Email: <a href="mailto:CATERINOJ@billingsmt.gov">CATERINOJ@billingsmt.gov</a> PHONE: (406) 855-8454		



## **Section 2: Objectives**

### Introduction and Objectives

This RFP is issued by City of Billings for the purpose of obtaining information and pricing regarding an Access Control Upgrade at the Billings Operations Center (BOC), located primarily at 4848 Midland Road, Billings, MT 59101. It is the intent of the City to review and assess the RFP responses to determine which proposal best meets the needs of the City.

Suppliers are expected to provide their best and most competitive proposal.

**Attachment F, the Intent to Respond form, must be completed and emailed or faxed at least two (2) days prior to the advertised RFP due date.**

## **Section 3: Information for Suppliers**

### Disclaimer

This RFP does not form or constitute a contractual document. The City of Billings shall not be liable for any loss, expense, damage or claim arising out of the advice given or not given or statements made or omitted to be made in connection with this RFP. The City also will not be responsible for any expenses which may be incurred in the preparation of this RFP. This RFP is not to be construed as a contract or commitment of any kind.

### Instructions to Proposers

#### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the proposer shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents;
- (b) Fully inform yourself of the existing conditions and limitations;
- (c) Include with the proposal sufficient information to cover all items required in the specifications.

#### PROPOSAL MODIFICATIONS

In addition to any other information and documentation requested in this RFP, any forms provided herein shall be included in the submitted proposal. Modifications, additions or changes to the terms and conditions of this request for proposals may be cause for rejection of the proposal. Proposals submitted without required forms may be rejected.



### WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal by written request at any time prior to the due date set for receiving proposals.

### QUOTE VALID

The proposer must honor their quote for a period of ninety (90) days after the RFP due date.

### CERTIFICATION

The proposer certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition. The proposer further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specifications and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

### INSURANCE REQUIREMENTS

**The proposer certifies that it/they can comply with the City of Billings insurance requirements of :**

- 1. Workers' compensation and employer's liability coverage as required by Montana law.**
- 2. Commercial general liability, including contractual and personal injury coverage's - \$750,000 per claim and \$1,500,000 per occurrence.**
- 3. Automobile liability -- \$1,500,000 per accident.**
- 4. Professional liability in the amount of \$1,500,000 per claim.**

**Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the CITY prior to cancellation.**

**The CITY shall be listed as an additional insured on all policies except Professional Liability and Worker's Compensation Policies.**

**In addition, all policies except Professional Liability and Worker's Compensation shall contain a waiver of subrogation against the CITY.**

**Proposer shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Proposer shall maintain workers' compensation insurance coverage for all members and employees of Proposer's business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.**

The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment.



## DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP become public records under Article II, Section 9 of the Montana Constitution and §§ 2-6-102 and 7-1-4144, MCA and may be distributed by written request pursuant to Montana's Constitutional Right to Know or Public Records Acts.

Information provided in response to this RFP will be held in confidence and will not be revealed or discussed with competitors prior to award of Contract by Council. However, one copy of each proposal submitted shall be retained for the official files of the Department and will become public record after award of the Contract. Fee or Price schedules submitted, but not reviewed by the City, do not become a public record and shall only be retained for official files.

Records and materials that are constitutionally protected from disclosure are not subject to the provisions of this section.

The Proposer understands that, if selected, the City reserves the right to provide its opinion publicly and privately regarding the Proposer's performance.

## QUESTIONS

Questions regarding the Request for Proposals contents must be sent to the contact person listed in Section 1 no later than 2 business days prior to due date for proposals. The City of Billings will make every effort to provide a written response within 2 business days. Whenever responses to inquiries would constitute a modification or addition to the original RFP, the reply will be made in the form of an addendum to the Request for Proposals, a copy of which will be posted on the City's website and forwarded to all Suppliers who have submitted an "Intent to Respond" form (Attachment F).

Supplier must submit their questions via email using the "Master Q & A" form found in **Attachment E**, and provide, at a minimum, the following:

- Supplier's name, requester, and appropriate contact information.
- The question, clearly stated.
- Specific reference to the applicable Request for Proposals section(s).

## RFP Response Submission

Upon the submission of the RFP response, the supplier acknowledges that all information is accurate and complete.

**All proposals must be mailed or emailed to contact person listed in Section 1.**

**No hand-delivered proposals will be accepted in order to prohibit the transmission of COVID-19.**

**If pricing has been requested, it must be in a separate sealed envelope or emailed under separate cover and "BOC Access Control RFP Confidential Pricing" as the subject line.**

- **If proposal is mailed, pricing may be included in a sealed envelope; however,**
- **If proposal is emailed, pricing must be mailed in a sealed envelope or emailed under separate cover and "BOC Access Control RFP Confidential Pricing" as the subject line.**

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**If proposal is mailed, please also include or email an electronic version, minus pricing, of your proposal.**

<u>RFP Process Timeline</u>	<u>Dates</u>
RFP/legal ad done:	2/18/2021
Advertise:	2/19/2021 & 2/26/2021
Preliminary Council memo due:	3/25/2021
Proposals must be <u>received</u> by 5:00PM:	3/5/2021
Evaluate and choose:	3/19/2021
Finalized Council memo and contract due:	4/1/2021
Council meeting:	4/12/2021

## **Section 4: RFP Evaluation and Selection Processes**

### **Initial Evaluation**

Proposals received will undergo an initial review to determine:

- Compliance with instructions stated in the RFP
- Compliance with proposal submittal date

### **Phase II Evaluation**

The evaluation of supplier's proposals may include, but is not limited to, the following criteria:

- Experience of Supplier with goods/services required by the City of Billings
- Capacity to assume new business
- Perceived ability to meet the City of Billings requirements
- Total Cost Competitiveness
- Availability (timetable) for providing goods and/or services
- Breadth of services available
- Company's financial stability
- Ongoing support
- Reporting capability
- Quality Control Process
- Process Improvements
- Training
- Compliance with the City of Billings Terms and Conditions
- Price

The City reserves the right to conduct interviews with all or some of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating firms using the above-stated criteria.



The City also reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

## **Section 5: Scope of Work**

Below is a general outline of the anticipated scope of work. However, the final scope of work will be negotiated with the successful proposer.

### **Summary**

- 1) System Requirements
  - a) Replace existing system: controllers and software
  - b) Cloud based or locally hosted solution
  - c) Role-based access control system
  - d) Enterprise grade solution
  - e) Ability for multi-site partitioning
  - f) Scalable for future expansions: biometrics or additional sites/portals
  - g) Wiegand protocol
  - h) Tie into fire alarm system per code
- 2) Configuration and Testing
  - a) Transfer all existing profiles, access groups/levels, portals, and credentials from current software to new system
  - b) Enroll new credentials into upgraded system
  - c) Provision one credential to each employee
  - d) Before commissioning of system, testing should be conducted in a virtual environment to ensure partitioning is correct
  - e) All deficiencies should be corrected before system is live
- 3) Service Contract
  - a) Provide yearly cost for service contract. This should include maintenance and support
  - b) Include any reoccurring licensing fees
- 4) Existing Infrastructure at four buildings
  - (1) Software
    - (a) Stanley PAC
  - (2) Controllers
    - (a) Ready Key K2200 – quantity 18
    - (b) Ready Key K2100 – quantity 2
    - (c) Stanley PAC 512 – quantity 11
  - (3) Proximity Readers
    - (a) Stanley PAC Oneprox GS3-LF Standard – quantity 5
    - (b) Stanley PAC Oneprox GS3-LF Vandal – quantity 6
    - (c) Stanley PAC K2001 – quantity 46
    - (d) Stanley PAC K2002 – quantity 42
  - (4) Stanley PAC Proximity Key Fob
  - (5) Wiegand protocol





Provide individual proposals for each scope of work below:

Option 1

- Reuse the existing hardware, including controllers, door strikes, and readers, to the extent possible
- Upgrade software to a new platform
- Migrate all existing data into new system: portals, profiles, access groups/levels, holidays, etc.
- Rename portals and badge readers
- Procure new Key Fobs
- Provision new Key Fobs
- Yearly service contract and licensing fees

Option 2

- Include same scope of work as option 1 in addition to the below
- Replace all of the existing proximity readers with HID proximity readers



## ATTACHMENT A

### VALIDATION QUESTIONS FOR SUPPLIER

#### GENERAL INFORMATION

- 1) Company Name:  
Address:  
Contact Name:  
Contact Phone:  
Contact Email:  
Website/URL:
- 2) How many facilities/locations do you have in the U.S? Please list.
- 3) How many years has your company been doing business under this name?
- 4) Total Full-Time Employees.
- 5) Do you have Small Business Administration Status? If yes, can you provide documentation?
- 6) What are your standard payment terms?
- 7) References - Please attach a Word® document with all contact information for at least the following three references:
  - a) New Company (started doing business with them in the past 12 months)
  - b) Retained Company (have been doing business with them for 3 + years)
  - c) Former Company (contract terminated in the past 2 years)
- 8) Can you provide a statement and meet the City of Billings minimum insurance requirements of \$750,000 per claim and \$1,500,000 per occurrence, and the City being named as an additional insured?

#### FUNCTIONALITY

- 1) A certificate of insurance must be provided prior to signing the contract, commencing on the day contract begins. Are you willing to comply with these requirements?
- 2) You must instruct your insurance broker/carrier to notify the City of Billings should your coverage change. Are you willing to do this?
- 3) The successful proposer will be required to purchase a City business license and complete the new vendor forms in order to be eligible for payment. Are you willing to do this?

#### QUALITY AND SERVICE

- 1) Do you have a quality assurance program? If yes, please attach a copy.
- 2) Are your employees required to take a mandatory drug test?

#### LEGAL ISSUES

- 1) Are there any pending lawsuits against your company? If yes, please explain.



## ATTACHMENT B

### SAMPLE CONTRACT

#### SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into \_\_\_\_\_, by and between the **CITY OF BILLINGS, MONTANA**, a municipal corporation organized and existing under the laws of the State of Montana, P.O. Box 1178, Billings, Montana 59103, hereinafter referred to as "**CITY**," and **BUSINESS NAME** \_\_\_\_\_, of **ADDRESS** \_\_\_\_\_ hereinafter referred to as "**CONTRACTOR**."

In consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE:** **CITY** agrees to hire **CONTRACTOR** as an independent contractor to perform the services of \_\_\_\_\_ described in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof.
2. **EFFECTIVE DATE:** This Agreement is effective upon the date of its execution and will terminate on \_\_\_\_\_, 202\_\_\_\_. The parties may extend this **AGREEMENT**, by mutual concurrence, for \_\_\_\_\_, in writing prior to its termination.
3. **SCOPE OF WORK:** The **CONTRACTOR** shall perform the services outlined in Exhibit "A". In performing these services, the **CONTRACTOR** shall at all times comply with all federal, state and local statutes, rules and ordinances applicable. These services and all duties incidental or necessary therefor, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.
4. **PAYMENT:** **CITY** agrees to pay **CONTRACTOR** \_\_\_\_\_ (\$\_\_\_\_\_) for the work described in the Scope of Work in Exhibit "A". Any alteration or deviation from the described work that involves extra costs will be

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executed only upon written request by the **CITY** to **CONTRACTOR** and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

Except as otherwise specified herein, the **CONTRACTOR** shall invoice the **CITY** monthly (or on such other basis as the Parties may mutually determine) for all services rendered pursuant to this Agreement. Such invoices shall specify the services provided to the **CITY** during the preceding month and identify the applicable fees, and shall be accompanied by reasonable documentation or other reasonable explanations supporting such charges.

Except as otherwise specified herein, the **CITY** shall pay, net of applicable withholding tax, if any, the **CONTRACTOR** for said invoice within thirty (30) days after receipt.

If partial payment is requested by **CONTRACTOR**, it shall be made upon invoice and said estimate being proportioned to the work completed by the **CONTRACTOR**. **CITY** shall deduct five percent (5%) from each pay estimate to be held until the completion of the final scope of work. The final payment shall be made only after acceptance of final invoice by the **CITY**, and determination has been made by the **CITY** that the scope of work has been satisfactorily completed.

5. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that **CONTRACTOR** is an independent contractor for purposes of this Agreement and may not to be considered an employee of the **CITY** for any purpose. **CONTRACTOR** is not subject to the terms and provisions of the **CITY's** personnel policies handbook and may not be considered a **CITY** employee for workers' compensation or any other purpose. **CONTRACTOR** is not authorized to represent the **CITY** or otherwise bind the **CITY** in any dealings between **CONTRACTOR** and any third parties.

6. **INDEMNITY:**

The **CONTRACTOR** SHALL:

- A. Indemnify, defend and save **CITY**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CONTRACTOR** or its agents or employees.

- B. Not indemnify, defend, save and hold the **CITY** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CITY** occurring during the course of or as a result of the performance of the **AGREEMENT**.
- C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CITY** and the **CONTRACTOR**, the **CONTRACTOR** shall indemnify, defend, save, and hold the **CITY** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CONTRACTOR'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CONTRACTOR'S** performance pursuant to this **AGREEMENT**.

The **CITY** SHALL:

- D. Indemnify, defend and save **CONTRACTOR**, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of **CITY** or its agents or employees.
  - E. Not indemnify, defend, save and hold the **CONTRACTOR** harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful or negligent acts, error or omission solely of the **CONTRACTOR** occurring during the course of or as a result of the performance of the **AGREEMENT**.
  - F. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful or negligent act of both the **CONTRACTOR** and the **CITY**, the **CITY** shall indemnify, defend, save, and hold the **CONTRACTOR** harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the **CITY'S** or any subcontractor's wrongful or negligent acts occurring as a result from the **CITY'S** performance pursuant to this **AGREEMENT**.
7. **INSURANCE:** the **CONTRACTOR** shall maintain in good standing the insurance described in this Section. Before rendering any services under this **AGREEMENT**, the **CONTRACTOR** shall furnish the **CITY** with proof of insurance in accordance with this Section.



The **CONTRACTOR** shall provide the following insurance:

- Workers' compensation and employer's liability coverage as required by Montana law.
- Commercial general liability, including contractual and personal injury coverage's -- \$750,000 per claim and \$1,500,000 per occurrence.
- Automobile liability -- \$1,500,000 per accident.

Each policy of insurance required by this Section shall provide for no less than 30 days' advance written notice to the **CITY** prior to cancellation.

The **CITY** shall be listed as an additional insured on all policies except Worker's Compensation Policies.

**CONTRACTOR** shall comply with the applicable requirements of the Workers' Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA.

**CONTRACTOR** shall maintain workers' compensation insurance coverage for all members and employees of **CONTRACTOR's** business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA.

**CONTRACTOR** shall furnish **CITY** with copies showing one of the following: **(1)** proof of registration as a registered contractor under Title 39, Chapter 9, MCA; **(2)** a binder for workers' compensation coverage by an insurer licensed and authorized to provide workers' compensation insurance in the State of Montana; or **(3)** proof of exemption from workers' compensation granted by law for independent contractors.

8. **WARRANTY:** **CONTRACTOR** warrants that all services and work will be performed in a good workman-like manner. **CONTRACTOR** acknowledges that it will be liable for any breach of this warranty for the lesser period of one (1) year from the time services are completed or any warranty described in the Scope of Work in Exhibit "A".
9. **COMPLIANCE WITH LAWS:** **CONTRACTOR** agrees to comply with all federal, state, and local laws, ordinances, rules and regulations. **CONTRACTOR** agrees to purchase a **CITY** business license.

(Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services)

10. **CONTRACTORS' GROSS RECEIPTS TAX:**

**CONTRACTOR** understands that all contractors or subcontractors working on a publicly funded construction project, including any work requiring the installation, addition, placement, replacement, or removal of any equipment, parts, structures, or materials of any kind whatsoever, are required to pay or have withheld from earnings one percent (1%) of the gross contract price if the gross contract price is Five Thousand Dollars (\$5,000) or more.

11. **NONDISCRIMINATION:**

A. **CONTRACTOR** shall, in performance of work under this Agreement, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. **CONTRACTOR** is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by **CONTRACTOR** subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016. **CONTRACTOR** agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

B. The **CONTRACTOR** shall state, in all solicitations or advertisements for employees to work on jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex or marital status, or mental or physical impairment/disability.

The **CONTRACTOR** and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and/or qualified individuals on the basis of disability, and requires affirmative



action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

The **CONTRACTOR** and any subcontractor shall abide by the requirements of 41 CRF 60-1.4, which states employees or applicants may not be discharged or in any other manner discriminated against because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the **CONTRACTOR'S** legal duty to furnish information.

- C. The **CONTRACTOR** shall comply with any and all reporting requirements that may apply to it that the **CITY** may establish by regulation.
- D. The **CONTRACTOR** shall comply with all applicable federal, state, and city laws concerning the prohibition of discrimination.
- E. The **CONTRACTOR** shall include the provisions of Subsections A through D of this Section in every subcontract or purchase order under this **AGREEMENT**, so as to be binding upon every such subcontractor or vendor of the **CONTRACTOR** under this **AGREEMENT**.
- F. The **CONTRACTOR** agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

12. **DEFAULT AND TERMINATION:** If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party may, at its option, terminate this Agreement and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.





13. **LIAISON:** CITY's designated liaison for this **AGREEMENT** is \_\_\_\_\_ and **CONTRACTOR's** designated liaison for this **AGREEMENT** is \_\_\_\_\_.
14. **GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this Agreement shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.
15. **SEVERABILITY:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **CONTRACTOR**, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
16. **SUCCESSORS AND ASSIGNS:** Neither the **CITY** nor the **CONTRACTOR** shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
17. **OWNERSHIP OF DOCUMENTS:** All documents, data, drawings, specifications, software applications and other products or materials produced by the **CONTRACTOR** in connection with the services rendered under this Agreement shall be the property of the **CITY** whether the project for which they are made is executed or not. All such documents, products and materials shall be forwarded to the **CITY** at its request and may be used by the **CITY** as it sees fit. The **CITY** agrees that if the documents, products and materials prepared by the **CONTRACTOR** are used for purposes other than those intended by the Agreement, the **CITY** does so at its sole risk and agrees to hold the **CONTRACTOR** harmless for such use. All or any portions of materials, products and documents produced under this Agreement may be used by the **CONTRACTOR** upon confirmation from the **CITY** that they are subject to disclosure under the Public Disclosure Act. All services performed under this Agreement will be conducted solely for the benefit of the **CITY** and will not be used for any other purpose without written consent of the **CITY**. Any information relating to the services will not be released without the written permission of the **CITY**. The **CONTRACTOR** shall preserve the confidentiality of all **CITY** documents and data accessed for use in **CONTRACTOR's** work product.



**IN WITNESS WHEREOF**, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**  
**(CONTRACTOR)**

\_\_\_\_\_  
**BUSINESS NAME**

\_\_\_\_\_  
**WILLIAM A. COLE, MAYOR**

\_\_\_\_\_  
**SIGNATURE**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**PRINT NAME**

By \_\_\_\_\_  
**CITY ATTORNEY'S OFFICE**

\_\_\_\_\_  
**PRINT TITLE**

**ATTEST:**

\_\_\_\_\_  
**DENISE BOHLMAN, CITY CLERK**





## ATTACHMENT C

### PRICE MATRIX

(to be sent with proposal in a separate, sealed envelope, or a separate email)

<b>Option #1</b>	<b>Price</b>
Hardware and Installation	
Software License	
Migration, Configuration, and Implementation	
Training	
Yearly Maintenance	
Other	

<b>Option #2</b>	<b>Price</b>
Hardware and Installation	
Software License	
Migration, Configuration, and Implementation	
Training	
Yearly Maintenance	
Other	

I/We acknowledge \_\_\_\_\_ addendum.

#

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Contact Position

By signing the above, I certify that I am authorized by the Company named above to respond to this request.



## ATTACHMENT D

### CONDITIONS AND NON-COLLUSION FORM

To receive consideration, this form must be signed in full by a responsible, authorized agent, officer, employee or representative of your firm.

#### CONDITIONS AND NON-COLLUSION AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and on that date set forth herein.

In signing this proposal, you also certify that you have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the due date and time to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

\_\_\_\_\_  
Legal Name of Firm/Corporation

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number



## ATTACHMENT E

### MASTER Q & A FORM

#### PROJECT: Access Control Upgrade at Billings Operations Center (BOC)

<b>Master Q&amp;A</b>	Any questions regarding this Request for Proposals should be submitted according to the process outlined below. The City will make every effort to answer within two (2) days of receiving the questions.
<b>Q&amp;A Process</b>	<ol style="list-style-type: none"> <li>1. Prepare questions or concerns on the template provided.</li> <li>2. Complete the table in full, providing a date for each question and a section of the RFP to reference (if applicable).</li> <li>3. Submit the completed form via email to John Caterino <a href="mailto:caterinoj@billingsmt.gov">caterinoj@billingsmt.gov</a>. Attach associated documents as necessary.</li> </ol> <p>Please contact John Caterino with any questions regarding this process.</p>

Questions from: \_\_\_\_\_ Company: \_\_\_\_\_

Email Address: \_\_\_\_\_

#	Date	Reference Section	Question or Comment	City Response
1				
2				
3				
4				



**ATTACHMENT F**

**INTENT TO RESPOND FORM**

**RFP: Access Control Upgrade at Billings Operations Center**

**Dated** \_\_\_\_\_

Fax or email the following Intent to Respond form to within two (2) days of RFP date even if your company chooses NOT to participate in the RFP.

**To:** **City of Billings**  
**Attn:** John Caterino  
**Email:** [caterinoj@billingsmt.gov](mailto:caterinoj@billingsmt.gov)

<b>From:</b>	_____	Contact Name
	_____	Company Name
	_____	Company Address
	_____	
	_____	Phone Number
	_____	Fax Number
	_____	Email Address

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We intend to respond to this RFP by the specified due date:

Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Company Name Date

\_\_\_\_\_  
Contact Name (please print) Title

\_\_\_\_\_  
Signature of Contact Person

By signing the above, I certify that I am authorized by the Company named above to respond to this request.

210 North 27<sup>th</sup> Street P.O. Box 1178, Billings, MT 59101



## ATTACHMENT G

### PROPOSER CONTACT INFORMATION

#### ***A. Company Contacts***

Primary Contact Person (Name):	
Title/Function:	
Address	
Business Hours Phone:	
Fax:	
Internet E-mail Address:	
Name of Person Responding to Request:	
Title/Function:	
Address:	
Phone:	
Fax:	
Internet E-mail Address:	

#### ***B. General Company and Financial Information***

Company Name:	
Headquarters Address:	
City, State, ZIP	
Headquarters Phone:	
Headquarters FAX:	
Company Owned By:	
Percent % Ownership:	
Years In Business	
Name of CIO	
Name of CEO/President:	