

# REQUEST FOR PROPOSALS

## ALARM REGISTRATION AND MANAGEMENT SERVICES

RFP



*Wheeling*  
WEST VIRGINIA

CITY OF WHEELING

WEST VIRGINIA

OCTOBER 30, 2015

# REQUEST FOR PROPOSALS

## Alarm Registration and Management Services

### RFP

October 30, 2015

Dear Service Providers:

The City of Wheeling is now accepting Proposals for Alarm Registration and Management Services.

The requirements for submitting a Proposal are stated in the attached Request for Proposals, (“the RFP”). Please review them carefully. All questions regarding this RFP should be directed to Lt. Phillip Redford, Wheeling Police Department, per the instructions in the RFP.

All Proposals are due to the Office of the City Manager, City of Wheeling, 1500 Chapline Street, Suite 302, Wheeling, WV 26003, no later than November 13, 2015 **at 2:00 p.m.** One (1) original and three (3) copies of your Proposal response should be submitted in a sealed envelope or box, plainly marked with the Proposal service description, as follows:

#### **Request for Proposals**

**Attn: Robert Herron, City Manager**

**Name of Company Submitting Proposal**

**Alarm Registration and Management RFP**

The RFP may be downloaded in pdf format from the City of Wheeling website at <http://www.wheelingwv.gov> or by requesting a pdf version via e-mail at [citymanager@wheelingwv.gov](mailto:citymanager@wheelingwv.gov). The City of Wheeling is an equal opportunity purchaser.

Sincerely,

Robert Herron  
City Manager

cc: Shawn Schwertsfeger, Chief of Police  
Lt. Phil Redford, Wheeling Police

# REQUEST FOR PROPOSALS

## Alarm Registration and Management

**1. Introduction.**

The City of Wheeling, West Virginia (“the City”) is now accepting Proposals for Alarm Registration and Management Services for the Wheeling Police Department. Please note that this RFP does not constitute an offer but rather a request for offers from Service Providers.

**2. Scope of Work.**

The details of Alarm Registration and Management duties required by the City are outlined in Exhibit A.

**3. Exhibits and Appendices.**

The Exhibits and Appendices below are hereby incorporated into and made a part of this Request for Proposals (RFP).

Exhibit A	Scope of Services for Alarm Registration and Management
Exhibit B	False Alarm Ordinance and Policies and Procedures Manual for Ordinance
Exhibit C	Insurance Requirements
Exhibit D	Confidentiality and Non-Disclosure Agreement
Appendix A	Proposal and Insurance Agent Statement
Appendix B	Addenda Receipt Confirmation Form
Appendix C	Proposal Pricing Submittal Form
Appendix D	Non-Discrimination Certification
Appendix E	Alarm Registration and Management Services References

**4. Definitions.**

As used in this RFP, the following terms shall have the meanings set forth below:

<i>Agreement:</i>	The contract executed between the Service Provider and the City.
<i>ASC:</i>	Alarm System Coordinator.
<i>ATB:</i>	Alarm Tracking and Billing System.
<i>City:</i>	The City of Wheeling, West Virginia.
<i>City Point of Contact:</i>	Person designated by the City to act as a liaison between the City and the Company representing the interests of the City.
<i>COWPD:</i>	Wheeling, West Virginia Police Department
<i>Company:</i>	This term has the same meaning as Service Provider listed below.
<i>CTS:</i>	Computer Technology Solutions.
<i>Contract:</i>	A Contract executed by the City and the Service Provider for all or part of the Products and Services covered by this RFP.
<i>EST/EDT:</i>	Eastern Standard Time/Eastern Daylight Time.

*Service Supplier:* A Service Provider that has been selected by the City to provide the products and Services required by this RFP.

*Supervisor of Record:* Person designated by the Company to act as a liaison between the City and the Company representing the interests of the Company.

**5. Schedule and Process.**

The following chart shows the schedule of events to prepare the Service Provider’s Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

<b>Date</b>	<b>Event</b>
October 30, 2015	RFP Issued. The City issues the RFP
November 5, 2015	Service Provider questions Due
November 13, 2015	RFP Responses Due.

**6. Service Provider Questions.**

The City is committed to providing all prospective Service Providers with accurate and consistent information in order to ensure that no Service Provider obtains an undue competitive advantage. To this end, from the date of this RFP until November 12, 2015 all questions and inquiries should be submitted by E-mail to Lt. Phil Redford at the address listed below. **Questions should reference the RFP page and topic number.**

Lt. Phil Redford  
Wheeling Police Department  
E-Mail: [predford@wheelingpd.com](mailto:predford@wheelingpd.com)  
Wheeling Police Department, Office of the Chief – 304-234-3708  
Alternative Wheeling Police Department Office – 304-234-3664  
Lt. Redford’s Cell -- 304-650-2676

The City may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider’s qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider’s proposed method of performance and the relative utility of alternative methods, and facilitate arriving at a Contract that will be satisfactory to the City. The City may in its discretion require one or more Service Providers to make presentations to the Evaluation Committee.

**7. Submission of Proposals.**

Proposals should include prices as requested. **All Proposals must include the Alarm Registration and Management Services References found as Appendix E.** All Proposals must be returned by **2:00 p.m., November 13, 2015.** Proposals must be clearly marked as indicated on the RFP cover letter and delivered to the following address:

Robert Herron, City Manager  
City of Wheeling  
1500 Chapline Street – Suite 302  
Wheeling, WV 26003

Proposals or any part thereof, received after that deadline shall not be considered. Since this is a Request for Proposal rather than an invitation to bid, there will be no formal opening. It will take several weeks to read and analyze the proposals. Furthermore, the Proposals will not be made available to inspect or copy until any and all issues have been resolved.

**8. Proposal Conditions.**

The following terms are applicable to this RFP and your organization's Proposal.

**8.1 RFP Not An Offer.**

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your organization execute an agreement. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of West Virginia.

**8.2 General Reservation of Rights.**

The City reserves the right, in its sole discretion, to reject any or all Proposals in response to this RFP, to waive any irregularities or informalities in a Proposal, and to enter into any agreement deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding. The City reserves the right to discuss and negotiate with selected Service Provider(s) any terms and conditions in the Proposals including but not limited to financial terms.

**8.3 Reservation of Right to Change Schedule.**

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

**8.4 Reservation of Right to Amend RFP.**

The City reserves the right to amend or cancel this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any amendments will be sent to each Service Provider in writing. Service Providers are required to acknowledge their receipt of each amendment by using the Addenda Receipt Confirmation Form issued for this Proposal set forth in Appendix B.

**8.5 Service Providers Responsible for Costs.**

Your organization, and not the City, is responsible for all of your organization's costs to participate in this process, including but not limited to costs incurred in the preparation of your organization's Proposal, your conduct of investigative and other diligence activities, and your participation in any presentations, site inspections, discussions, meetings, or negotiations.

**8.6 City's Right to Terminate Discussions.**

Your organization's participation in this process might result in the City selecting your organization to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute an agreement or to continue discussions. The City can terminate discussions at any time and for any reason.

**8.7 Requirement for Representation as to Accuracy and Completeness of Proposal.**

Each Service Provider shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be**

**delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”**

8.8 Trade Secrets/Confidentiality.

Upon receipt at the Procurement Services Division, your Proposal is considered a public record except for material which qualifies as “trade secret” information under West Virginia law. After the Proposal opening, the City’s Contracts Administration Team, as well as other City staff and members of the general public who submit public records requests will review your Proposal. To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked “Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

8.9 Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of West Virginia and all statutory requirements of the Federal Government, to the extent applicable.

8.10 Additional Evidence of Ability.

A Service Provider shall be prepared to present additional evidence of its experience, qualifications, ability, products, service facilities, and financial standing if requested by the City.

8.11 No Collusion or Conflict of Interest.

By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.

8.12 Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City reserves the right to negotiate price and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal will be grounds for disqualification.

- 8.13 Proposal Binding for 90 Days.  
Each Proposal shall be signed by an individual authorized to bind the Service Provider and shall contain a statement to the effect that the Proposal is a firm offer for a ninety (90) calendar day period from the date of the opening. The City reserves the right to negotiate price and Services. **All prices quoted shall be firm and fixed for the full Contract period unless Liquidated Damages are invoked or Termination of Contract applies.** The Proposal shall provide the name, title, address and telephone number of the individual with authority to contractually bind the Service Provider. The City has the option to accept subject to exception by Contract.
- 8.14 Subcontracting.  
The City intends to contract with the Service Provider of the winning Proposal. The successful Service Provider shall be the prime contractor and shall be solely responsible for contractual performance. Insurance requirements for all subcontractors shall be the same as for the Service Providers. In the event of a subcontracting relationship, the Service Provider will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts.
- 8.15 Use of City's Name.  
In submitting a Proposal, the Service Provider agrees not to use the results there from as a part of any commercial advertising without prior written approval by the City. Additionally, Service Providers shall not issue news releases concerning this RFP without the written permission of the City.
- 8.16 Withdrawal for Modification of Proposals.  
Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal that are addressed in the same manner as the Proposal, and received by the City prior to the scheduled closing time for receipt of Proposals, will be accepted. The Proposal, when opened will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope that is plainly marked "**Modifications to Proposal.**"
- 8.17 No Bribery.  
In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this Agreement.
- 8.18 Exceptions to RFP.  
Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

- 8.19 Fair Trade Certifications.  
By submission of a Proposal, the Service Provider certifies that in connection with this procurement:
- 8.19.1 The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone; and
  - 8.19.2 Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
  - 8.19.3 No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 8.20 Equal Opportunity.  
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City affirmatively works to encourage utilization of minority business enterprise in our procurement activities. The City provides equal opportunity for all businesses and does not discriminate against any Service Providers regardless of race, color, religion, age, sex, national origin, or disability. The City encourages minority-and-women owned business participation in the contracting process.
- 8.21 Compliance with Laws.  
In submitting a Proposal, each Service Provider agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this RFP. Each Service Provider further agrees that it will at all times during the term of the Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this RFP.
- 8.22 Clarification of Ambiguities.  
Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.
- 8.23 Service Provider's Obligation to Fully Inform Themselves.  
Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider' own risk.
- 8.24 Disclaimer.  
Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.



- 11. Services.**  
The Services to be performed are listed in detail in Exhibit A.
- 12. Term.**  
The term for the agreement(s) is for three (3) years. The City shall have the right to renew for two (2) consecutive one (1) year terms. The City reserves the right to extend, renew, or not to renew the Contract.
- 13. Award of Contract.**  
The City of Wheeling will award the Contract to the Service Provider who gives the best combination of service and price to the City. **The award of the contract will not be based solely on lowest pricing.**
- 14. Independent Contractor Status.**  
The Service Provider shall be responsible for hiring, firing, and otherwise supervising their employees, and shall be solely responsible for their pay and any benefits, government forms and reports, social security payments, and other necessary paperwork, all of which shall be available to the City for inspection upon twenty-four (24) hours notice. Service Provider shall comply with all state, federal, or local laws, ordinances, codes, rules, or regulations bearing on the conduct of the work including equal opportunity employment laws, OSHA regulations, minimum wage and hour regulations as set forth in the Fair Labor Standards Act, and National Fire Protection Association regulations. The Service Provider will be responsible for verification of any employee's eligibility to legally work in the United States.
- 15. Indemnification.**  
To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all loss, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from:

  - a. Any act(s) of negligence or willful misconduct by Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal; or
  - b. Any claims seeking payment for labor or materials provided by the Company under this Agreement.
- 16. Supervisor of Record.**  
Prior to beginning work, the Service Provider will provide the City with a list of the names, addresses, and mobile phone number and/or pager number for a Supervisor of Record who will be responsible for supervising the services. The Service Provider will be required to notify the City Point of Contact of any change in the name or contact information for the Supervisor of Record.
- 17. Employees.**  
The Service Provider shall employ people who are skilled in the performance of Alarm Registration and Management duties.  
  
The Service Provider may not subcontract the work described in this RFP or any part hereof without prior written approval from the City Point of Contact.
- 18. Insurance and Bonding.**  
Prior to commencing the Services and throughout the term of this Agreement, the Service Provider and all subcontractors shall provide the City with certificates issued by its

insurance carrier evidencing the insurance coverage described in Exhibit C. The Service Provider and all subcontractors shall maintain such insurance coverage throughout the term of this Agreement. In the event the Service Provider fails to procure and maintain each type of insurance set forth on Exhibit C at any point during the term of this Agreement, or in the event the Service Provider fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate this Agreement upon three (3) days written notice to the Service Provider (unless the Service Provider cures all such deficiencies and supplies the City with written documentation of such cure by the end of said three-day period).

**19. References.**

Service Providers shall include with the response to this RFP, five (5) references from contracts similar in size and scope of services to those outlined in Exhibit A. Service Provider references shall be from existing contracts and shall include the following information: company name, company address, contact name, contact phone number, and contact fax number. References should be listed on Appendix F titled Alarm Registration and Management Services References.

**20. Requests for Financial Information.**

Please furnish the following financial information for the proposing Company(s), and any sub-contractor included as having a significant role (defined as providing more than fifteen percent (15%) of the services) in providing Services to the City:

- 20.1 Annual audited financial reports for the past (1) fiscal year, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes; and
- 20.2 Description of any material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years. In addition, provide a clear and definitive statement of the following:
  - Years of providing similar Services by the Service Provider and/or predecessor organization, and
  - Whether or not the Service Provider (and/or predecessor) has declared bankruptcy within the last five (5) years.
- 20.3 Description of the financial impact of any past or pending legal proceedings and judgments, that could materially affect the Service Provider's financial position or ability to provide Services to the City. This information will be reviewed and assessed in accordance with the information provided by the Service Provider, in the above referenced Section.
- 20.4 All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poors Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published within the past year;
- 20.5 The prospectus or offering statement for the Service Provider's latest security or equity offering;
  - 20.5.1 The company name, contact person, telephone number, and fax number of at least two (2) references from bank or institutional lenders which have extended credit to the Service Provider in the past five (5) years; or if the Service Provider has not applied for credit in the past five (5) years, the contact person's name, telephone number, and fax number of at least two (2) references from banks with which the Service Provider conducts business;

- 20.5.2 The company name, contact person, telephone number, and fax number of at least two (2) credit references from suppliers/vendors; and
- 20.5.3 Any additional information, which the Service Supplier believes, is to fully reflect the financial strength of the entity.

Failure to provide such information is cause for rejection of the Company Proposal at the sole discretion of the City. For any subcontractor providing more than fifteen percent (15%) of the Services, the City reserves the right, at its sole discretion, to reject the subcontractor if it fails to meet minimum financial requirements. In the event the Evaluation Committee rejects the subcontractor, the Contractor must assume the responsibilities of the subcontractor or find a replacement satisfactory to the Committee.

20.6 Past or Pending Judgments.

For all matters involving local governments, submit declarations of the current status of any past or pending criminal, civil, or administrative litigation against the parent company and all subsidiaries of the parent company. In addition, submit declarations of the current status of all pending criminal, civil or administrative litigation that commenced within the past five (5) years in North America, whether or not it involves local governments, against the parent company, current officer and all subsidiaries of the parent company. (For the purpose of the declarations, current officer, shall be defined to include those individuals who are presently serving or who have served within the past two (2) years as an officer of the company.) Please state whether there are any cases pending against the Service Provider or its Guarantor, subsidiaries, or officers that, if adversely resolved, would pose a material risk of insolvency to either the Service Provider or Guarantor or materially affect the Service Provider's or Guarantor's ability to perform their obligations.

The Service Supplier may choose not to submit records for matters that were resolved prior to the time that the subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the City. All records for subsidiaries or affiliates of the parent company that may be involved in the provision of Services to the City must be included.

The City reserves the right to request additional information to explain any of the above citations/violations.

20.7 Financial and Legal Considerations.

- (a) Is there, or within the latest three (3) years has there been, any litigation or governmental or regulatory action pending or threatened against your organization that might have a bearing on your ability to provide services to the City? If so, identify and describe each such lawsuit or proceeding.
- (b) Identify all lawsuits filed during the past three (3) years in which a business or government customer of your organization has claimed that your organization failed to properly provide related Services.
- (c) Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

**21. Pricing.**

Pricing shall be determined and stated as a percentage of fees collected and kept by the Service Supplier v. Returned to City of Wheeling, West Virginia in connection with false alarm fines. Please see Appendix C.

**22. Proposal Evaluation Criteria.**

The Evaluation Committee will review the Proposals to ensure conformance with the requirements of this RFP and to select the Service Provider that best meets the City's needs. Failure to meet these requirements might result in rejection of your organization's Proposal. The Evaluation Committee may waive irregularities if, in its judgment, to do so would be in the best interest of the City.

Responses to the RFP will be the primary source of information used in the evaluation process. Therefore, Service Providers are advised to be as thorough as possible in their Proposals. The City reserves the right to: (1) contact a Service Provider to clarify any response; (2) contact any current or past users of a Service Provider's Services; and (3) solicit information from any available source concerning any aspect of a Service Provider's response; and (4) meet with a Service Provider to discuss and negotiate their RFP and the City's needs, expectations and budgetary concerns.

The evaluation criteria that will be used by the Evaluation Committee are provided below. The City reserves the right to modify the evaluation criteria or waive portions thereof.

- Compliance with the terms, conditions, requirements, and specifications stated in this RFP;
- Reputation and customer references regarding the Service Provider's performance of Alarm Registration and Management Services for similarly situated organizations, particularly in the government sector;
- Previous experience in performing Alarm Registration and Management work for organizations with needs similar to the City's;
- Cost effectiveness and value of the Proposal.

**23. City's Contracting Requirements.**

The City will enter into a Contract with the successful Service Providers that contain the terms and conditions set forth in this RFP. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in this RFP, and any proposed additional terms or conditions deemed important by the Service Provider. The City will take any such exceptions and proposed additions into account during the evaluation and selection process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so.

The terms and conditions set forth in this RFP are not all inclusive. The City shall have the option to propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Service Provider's Proposal.

Company represents and warrants that:

- 23.1 It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in West Virginia;
- 23.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

- 23.3 The execution, delivery, and performance of this Agreement have been duly authorized by Company;
- 23.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement;
- 23.5 In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 23.6 The Company shall not violate any agreement with any third party by entering into or performing this Agreement.

**24. Termination.**

- 24.1 Termination Without Cause.  
The City may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the Company.
- 24.2 Termination for Default by Either Party.  
By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:
  - (a) The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - (b) The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or
  - (c) The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Agreement and shall state the party's intent to terminate this Agreement if the default is not cured within the specified period.

- 24.3 Additional Grounds for Default Termination by the City.  
By giving written notice to the Company, the City may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

- 24.3.1 Failure to perform the duties as described in this RFP and documented by the City Point of Contact at any location, for more than five (5) workdays in any month during this Agreement; or
  - 24.3.2 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
  - 24.3.3 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement; or failure to provide the proof of insurance as required by this Agreement.
- 24.4 Obligations Upon Expiration or Termination.  
Upon expiration or termination of this Agreement, the Company shall promptly (a) return to the City all keys and security codes belonging to the City.

**25. Substitute Performance.**

The parties acknowledge that time is of the essence in performing the Services, and that if the Company fails to meet the obligations as set forth in this RFP, the City may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

- a. Employ such means as it may deem advisable and appropriate to continue operations until the matter is resolved and the Company is again able to perform its obligations under this Agreement; and
- b. Deduct any and all expenses incurred by the City in continuing the work from any money then due or to become due the Company and, should the City's cost of continuing the operation exceed the amount due the Company, collect the amount due from the Company.

**26. Other Remedies.**

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**27. No Suspension.**

In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Agreement, the Company agrees that it will not terminate the Agreement or suspend or limit the Services supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

**28. Authority to Terminate.**

The City Manager or the City Manager's designee is authorized to terminate this Agreement on behalf of the City.

**29. No Effect on Taxes, Fees, Charges, or Reports.**

Any termination of this Agreement shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

**30. Cancellation of Orders and Subcontracts.**

In the event this Agreement are terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Agreement to the date of termination.

**31. Damage to Equipment or Facilities.**

The Company shall be responsible for any damage to or loss of the City's equipment or facilities arising out of an act or omission of the Company or its authorized user.

**32. Relationship of the Parties.**

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts, omissions, and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

**33. Drug Free Workplace.**

The Service Provider shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying Service Provider employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against Company employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform Service Provider employees about (i) the dangers of drug abuse in the workplace, (ii) the Service Provider's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each Service Provider employee that as a condition of employment, the Service Provider employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Service Provider of any criminal drug statute conviction

for a violation occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the City within ten (10) days after receiving from a Service Provider employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, a Service Provider employee convicted of drug crime; and
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

**34. Notices.**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the City

Robert Herron, City Manager  
City of Wheeling  
1500 Chapline Street – Suite 302  
Wheeling, WV 26003  
Phone: 304-234-3617  
Fax: 304-234-3605  
E-Mail: [citymanager@wheelingwv.gov](mailto:citymanager@wheelingwv.gov)

For the Service Supplier

To be determined

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

**35. Non-Discrimination.**

- a. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.
- b. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Contract which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

**36. Contract Monitoring.**

The City shall have the right to audit the Company's compliance with the terms and conditions of this RFP, including but not limited to all provisions related to payment and performance.

**37. Liquidated Damages.**

The City and the Service Provider acknowledge and agree that the City will incur damages if the Company fails to meet the requirements for Alarm Registration and Management



Services as set forth in this RFP. The parties further acknowledge and agree that the damages which might be reasonably anticipated to accrue as a result of failure to meet the requirements for Alarm Registration and Management Services as set forth in this RFP are difficult to ascertain due to their indefiniteness and uncertainty. Therefore, the liquidated damages will be set at the time the contract is negotiated.

The liquidated damages are not intended to compensate the City for any damages other than inconvenience. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to a failure to meet one or more completion dates or time periods triggering such damages, including but not limited to the cost of internal staff hours or amounts paid to third parties (such as other vendors or independent contractors) as a result of such delay.

**38. Miscellaneous.**

38.1 Entire Agreement.

This Agreement and the Contract Documents, including all Exhibits, Attachments and the Statement of Background and Intent, all of which will be incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and Proposals, written or oral.

38.2 Amendment.

No amendment or change to shall be valid unless in writing and signed by both parties to this Agreement.

38.3 Governing Law and Jurisdiction.

The parties acknowledge that this Agreement are made and entered into in the City of Wheeling, Ohio County, West Virginia, and will be performed in same. The parties further acknowledge and agree that West Virginia law shall govern all the rights, obligations, duties and liabilities of the parties under this Agreement, and that West Virginia law shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement (all without regard to West Virginia conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Ohio County, West Virginia. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Ohio County, West Virginia.

38.4 Binding Nature and Assignment.

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

38.5 City Not Liable for Delays.

It is agreed that the City shall not be liable to the Company, its agents, representatives, or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

38.6 Force Majeure.

The Company shall not be excused from performance under this Agreement by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, and acts of God) do not result in any failure or delay in the performance of the Company's obligations pursuant to this Agreement. Failure to comply with this provision will constitute a default under this Agreement, and grounds for immediate termination.

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied in that such failure or delay:

- Could not have been prevented by reasonable precaution;
- Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
- An event, which satisfies all of the conditions set forth above, shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Company from performing its obligations for more than five (5) days, the City shall have the right to terminate this Agreement by written notice to Company.

Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the Company from the performance of its obligations under this Agreement. The parties also expressly acknowledge that Year 2000-related interruptions in operations or in the supply of products or Services necessary to fulfill the obligations of this Agreement are not excused under this provision.

38.7 Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 38.8 No Publicity.  
No advertising, sales promotion or other materials of the Company or its management or its agents or representatives may identify or reference this Agreement or the City in any manner without the City's prior written consent. As a condition of entering into this Agreement, the Company further agrees to refrain from making any statement to the media regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement absent the City's prior written approval. Failure to comply with this Section by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.
- 38.9 Approvals.  
All approvals or consents required under this Agreement must be in writing.
- 38.10 Waiver.  
No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.
- 38.11 Survival of Provisions.  
Those Sections of this Agreement and the Exhibits, which by their nature would reasonably be expected to continue after the termination of this Agreement, shall survive the termination of this Agreement. That list, including but not limited to all definitions, shall be included in the final contract.
- 38.12 Interests of the Parties.  
Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement.
- 38.13 Change in Control.  
In the event of a change in "Control" of Company (as defined below), the City shall have the option of terminating this Agreement for default by written notice to Company. The Company shall notify the City within ten (10) days after it becomes aware that a change in Control will occur. As used in this Agreement, the term "Control" shall mean the possession, direct or indirect, of either: (a) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or (b) the power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.
- 38.14 Taxes.  
The Company shall pay all applicable federal, state and local taxes and fees, which may be chargeable against the performance of the Services.
- 38.15 Titles of Sections.  
This Agreement embodies the entire Agreement between the City and the Company(s). The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.

**39. Harassment.**

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

**40. Licenses.**

The Company shall provide copies of all valid licenses and certificates required for performance of the work. The copies shall be delivered to the City no later than ten (10) days after the Company receives the notice of award from the City. Current copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this Agreement include, by way of illustration and not limitation, the following: 1) a valid business license; 2) a professional license or certificate in the field of specialty area if required; and 3) any additional licenses pertaining to or that may be required to be held by field professionals participating in the contract work.

A current City of Wheeling Business License is required for the Service Supplier who either personally or through agents, solicits business within the city limits; or picks up and/or delivers goods or delivers services within the city limits. All questions regarding City licensing, taxes and fees should be directed to the City Manager or the Finance Director in the City Business Tax Collections Office.

**41. Contract Monitoring.**

The City shall have the right to audit the Company's compliance with the terms and conditions of this Agreement, including but not limited all provisions related to payment and performance. The City shall have the right to conduct such audits, either through its own staff or through an independent auditor, at such times as the City deems appropriate. The Company shall fully cooperate with all such audits, and shall make available for copying and inspection all books and records requested by the City or its designated agent. The Company shall further allow the City or its designated agent to inspect the Company's facilities in connection with such audits. The City shall pay its own expenses relating to such audits, but shall not have to pay any expenses or additional costs of the Company. Notwithstanding the forgoing, in the event an audit reveals an overcharge to the City in excess of \$5,000 or a failure to perform services that has cost the City more than \$5,000, the Company shall reimburse the City for all costs relating to the audit, including but not limited to internal staff hours and amounts paid to an outside auditor.

## **EXHIBIT A**

### **SCOPE OF SERVICE FOR ALARM REGISTRATION AND MANAGEMENT**

#### **GENERAL SPECIFICATIONS**

Maintain and manage the City's alarm ordinance.

Process new applications for alarm permits:

- Review of application for completeness and research any information that is missing or incomplete.

- Ensure there are no outstanding fees owed.

- Enter permit information into the Alarm Tracking and Billing system (ATB).

- Process/deposit fees through the ATB system.

- Issue the permit using the incorporated numbering system from the City of Wheeling Police Department (COWPD).

- Issue a verification of receipt of the application.

- Issue a notification of acceptance/denial of the application.

- Process returned checks.

Process renewals:

- Monitor the expiration/renewal dates.

- Mail a notification for permit renewal at least 30 calendar days prior to permit expiration.

- Ensure ATB database is updated with renewal information.

Provide daily maintenance/updates:

- Maintain database of alarm permits.

- Provide daily transfer of permit database from the ATB system to the COWPD system.

- Receive a daily update of alarm incidents (True and False) from COWPD system to be tracked and billed.

- Mail false alarm billing as well as perform collection efforts on returned billings.

- Reconcile activity to cash receipts.

- Maintain account receivable database of permit holders with outstanding alarm charges and verify the address against the GEO database.

Provide all programming requirement of the system per COWPD specifications.

Generate management reports including but not limited to:

- Daily cash receipts, adjustments and returned checks.

- Monthly report of permit renewals mailed and received.

- Detailed an aging report of outstanding charges past due.

- Monthly report of new/renewal permits issued.

Establish policies and procedures for handling/processing and reporting alarm billings/fees, which are consistent with the accounting practices used by the City of Wheeling Finance Department.

Audit activity to cash receipt and retain all related transaction documentation for a period of not less than five (5) years from the final payment under the contract for subsequent review by both internal and external auditors.

**Note:**

The nature of the ownership of the information related to alarm ownership is considered confidential. The COWPD is the sole owner of this data and considers it proprietary. The Service Supplier may not use the alarm database or GEO database (city address, street and block) for any purpose outside the scope of the services required under the ATB contract, including other City, COWPD or Service Supplier operations. *Therefore, proposers must demonstrate through signing the Confidentiality and Non-Disclosure Agreement that the confidentiality and non-disclosure of any data maintained on the Service Supplier's system is assured and maintained.*

**Forms, Supplies and Mailing**

The Service Supplier shall be required to supply all of the following items with regard to the administration and operation of the ATB system:

Alarm Ordinance Information Flyers

Registration Forms

Permits

False Alarm Notifications

Mailing and Postage

Invoices

**Website Access**

The Service Supplier shall have an application available for on-line registration including:

Ability to offer a secure site.

Ability to type and submit applications while on-line.

Ability to type and print applications from the website.

Ability to verify address information with Master Address File (Drop down boxes are required in web application to eliminate date entry errors. COWPD will provide a list of street direction, street suffix, street type and jurisdiction values to be utilized in the drop-down boxes.)

Ability for the customer to update any change of information.

Ability for the customer to check on status of their alarm, payments made or required and renewal date.

Ability to provide limited access for monitoring companies.

Ability to generate an acceptance or denial email to applicant including information on status of permit.

Ability to accept payment on-line. (secure site required).

Website shall include links to the City of Wheeling Home Page and any other links designated by the COWPD.

Website to provide information on fine structure, police response, appeal process, education issues, and other topics related to the City's alarm ordinance.

**COWPD's Information Services Division.**

Service Supplier shall interface with the Information Services of the COWPD for the following:

Provides daily alarm incidents to the ATB system.

Provides daily additions modifications and deletions to the ATB database.

Receives a daily update of permit modifications and new permits from the ATB system and quarterly download of the full database.

Provides weekly report to the ASC of any valid addresses that are not in the City's GEO database. This report will include the street number, street name, city/county and applicant's name.

Work with alarm companies to resolve any invalid address discrepancies.

## **Alarm Permits**

### **General**

Alarm system owners must register their alarms. (Auto, Fire, and Medical alarms are excluded).

If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

Local, State, and Federal Buildings will all be required to register.

The permit is valid for twelve (12) months and will be required to renew if the alarm user wants the alarm to remain active.

The permit or permit number cannot be transferred to another person. The alarm user is required to notify the Service Supplier or designee of any change that alters any information listed on the permit application. The user has thirty (30) days to notify of any changes.

Information required registering an alarm:

- Permit holder's name, mailing address (including suite/apartment number/letter, or some other individual identifier, that distinguishes it apart from other locations with similar address), telephone number, and email address of the permit holder who will be responsible for the proper maintenance and operation of the alarm system and payment of any fees.
- Type of permitted location (residential or commercial).
- Street address of property where alarm is located including suite/apartment number/letter, or some other individual identifier that distinguishes it apart from other locations with similar address, which includes County.
- Names and telephone numbers, including cell phones, of two (2) contact persons.
- Name and phone number of the alarm monitoring service provider and their West Virginia alarm license.
- Name of alarm installation Service Supplier and West Virginia alarm license.

### **Alarm Permit Renewal**

Service Supplier must provide thirty (30) day written notice of expiration date to permit holder.

Reasons for denial of renewal:

- Fees or charges outstanding
- History of unreliability

## **Incident Reporting**

Verify valid permit at time of notification.

By law, Federal Buildings cannot be charged for any false alarms.

Incident Costs and Limitations:

False alarm #1	Fee is waived.
False alarm #2	\$ 50.00 Fine*
False alarm #3 & #4	\$100.00 Fine
False alarm #5 & #6	\$200.00 Fine
False alarm #7 & #8	\$300.00 Fine
False alarm #9 and above	\$400.00 Fine
Failure to Register Alarms	\$100.00 Fine
Failure to Renew Registration	\$ 25.00 Fine

\*Fee waived for second false alarm only if user attends alarm class.

False alarms will be tracked on a continuous twelve (12) month basis from the date the permit was issued.

## **Marketing and Public Service Information**

The Services Supplier shall provide marketing and communications support to the Alarm Ordinance Program.

- Provide a minimum of two thousand five hundred dollars (\$2,500) funding for an alarm school and educational materials.
- Provide marketing and communications support through point of purchase displays, brochure production, false alarm notification stickers and distribution to new and existing permit holders and other support as needed to effectively administer the program. All Service Supplier marketing and communications material are subject to the approval of the City Manager's Office in order to maintain consistency in the program.
- If an alarm education school is initiated by COWPD, then the Service Supplier will accept a waiver totaling \$50.00 toward any fine within one (1) year of attendance.

## **TECHNICAL SPECIFICATIONS**

### **Overview of Requirement for System Operations and Services**

The Service Supplier shall maintain all master file and detail transactions on the proposed ATB system developed. The Service Supplier's system shall accommodate easy "user friendly ad hoc inquiry." The system shall permit the designated COWPD personnel to have full access to modify, update and analyze any records on the system.

### **Daily Update**

A daily update is envisioned to provide the necessary data exchange between the systems. COWPD's staff will require on-line terminal access to the ATB system for inquiry and update purposes. The update shall include:



Data modifications, additions, deleted data, and any other pertinent information requested by COWPD.

Ability for COWPD to audit the data.

**Permit Issuance/Renewal**

Service Supplier must provide COWPD with alarm permits in a format approved by COWPD, and any changes to the Service Supplier system will come out of their revenue.

COWPD reserves the right to change the format, and the Service Supplier shall pay for their own upgrades to maintain compatibility.

COWPD shall provide advance notice in writing to Service Supplier when changes to the system are expected.

The Service Supplier shall have the ability to capture the following information in relation to the permit:

Applicant/permit holder's name

Permit number

Site, City and address within City (including suite/apartment number/letter), or some other individual identifier that distinguishes it apart from other locations with similar addresses

Type of property (residential or commercial)

Business Name

Email Address of permit holder

Telephone numbers

The Service Supplier shall have the ability to maintain the following critical dates:

Permit issue date and renewal date.

The Service Supplier shall have the ability to identify and maintain the following account types:

Permit Holder.

Privately owned and maintained, non-permit holders, panic and/or hold-up alarm (tracking purposes only)

The Service Supplier shall have the ability to perform validation of address against the City's GEO database. The Service Supplier shall research those addresses that do not validate against the City's GEO and make proper adjustment. COWPD will provide Service Supplier an update on a daily basis of the GEO database file.

The Service Supplier will be responsible for converting the City's GEO database into the GEO database needed for their system. The format must match the layout of the City's GEO database.

The City currently utilizes Inter Act CAD System and Inter Act GIS.

The Service Supplier shall be responsible for updating their GEO database on a daily basis once COWPD provides the City's GEO database refresh.

The Service Supplier shall have the ability for their system to automatically generate a permit number following the sequence already established within the COWPD.

The Service Supplier shall have the ability to maintain reasons for denial of issuance of a permit for example:

- Application is incomplete, misleading or false.
- Applicant/permit holder has unpaid charges/fees.
- Alarm system installed is unreliable.

The Service Supplier shall have the ability to generate renewal notices and renewal second notices within specified periods. A ten (10) day turn around is expected.

The Service Supplier shall have the ability to upload existing alarm permits.

The Service Supplier shall have the ability for the system to set aside a permit/invoice when an appeal has been sent to COWPD

The Service Supplier shall have the ability to generate a new invoice for an existing fine after COWPD has heard and denied an appeal. This would reset the thirty five (35) days for an overdue payment.

The Service Supplier shall have the ability to notify the permit holder of accepted or denied application.

The Service Supplier shall have the ability to recalculate the number of alarms and amount owed after COWPD sends in a call change.

The Service Supplier shall have the ability to maintain historical information on permit issuance, renewal, suspension and reinstatement on each property in accordance with West Virginia public records law.

The Service Supplier shall have the ability to maintain current permit status information

The Service Supplier shall have the ability to maintain incident count (true and false) information on each permit.

The Service Supplier shall have the ability to provide cross-reference capabilities between permit holder's name, alarm address, permit number, and invoice number.

The Service Supplier shall have the ability to perform "soundex" search on permit holders and addresses.

The Service Supplier shall have the ability to print in batch or on-line.

The Service Supplier shall have the ability to track alarms not reported by alarm monitoring companies (audible alarms).

The Service Supplier shall have the ability to generate and mail and/or e-mail "false alarm notification" to the permit holder for every occurrence.

### **Incident Record Keeping**

The Service Supplier shall have the ability to maintain a table of incident criteria including:

- Permit holder, number of incidents
- Non-permit owner (name and address)
- Number of false alarms before first suspension
- Number of false alarms for second (2<sup>nd</sup>) suspension

The Service Supplier shall have the ability to interface with COWPD's system as follows:

File format from Service supplier to COWPD CAD for daily updates and complete full file.

The Service Supplier will be responsible for any interface costs necessary to allow the Service access to data retrieval from COWPD's database.

Notice must be sent by close of business the next day, if there were a call change; also send a copy of the notice to COWPD.

The Service Supplier shall have the ability to generate and send a notice to an address if another application was received for that address, and wait until a specific date to issue a permit.

The Service Supplier shall have the ability to generate incidents manually for an account per COWPD.

The Service Supplier shall have the ability to issue notices to permit holders with excessive alarms.

The Service Supplier shall have the ability to make adjustment/corrections on incident information.

File format from COWPD CAD to Service Supplier of alarm incidents:

### **Accounts Receivable-Billing**

The Service Supplier shall have the following abilities:

- Ability to capture the following additional data for establishment of an account for billing purposes:
  - Permit number (account number).
  - Billing name and address (if different).
- Ability to maintain an active/inactive flag.
- Ability to reference account numbers to a primary account number for billing purposes (i.e., businesses with multiple locations with a central billing site).
- Ability to perform inquiry by name, permit number, alarm address, or other detailed transactions.
- Service Supplier to accept and bill on a final disposition on an alarm call rather than how the call was dispatched.
- Ability to generate renewal notices and second notices for active permits.
- Ability to maintain a table of charges for alarm incident type (true or false), and permit held.

- Ability to determine false alarm charge based on the following:
  - Within two (2) waived call limits
  - Type of incident
- Ability to generate billings for alarm charges which includes the following information:
  - Past amount due.
  - Payments made.
  - Adjustments.
  - Invoice Date, Invoice Number, COWPD (CAD) number.
  - Type of Incident.
  - Resource/description.
  - Time/date received.
- Ability to show all incidents and their associated charges during the current billing period including “Waived Calls”.
- Ability to provide balance forward capability on billings.
- Ability to waive fees and make appropriate adjustments to the total count only after requested by COWPD.
- Ability to input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge).
- Ability to incorporate skip tracing procedures on returned billings.

### **Collections**

Ability to input cash receipts and indicate which charges/fees to apply payment

Ability to apply partial payment on collection of charges only

Ability to handle returned checks

Ability to process cash receipts the same day as received.

Ability to accept Credit Card payments on line

Ability to accept Bank routing information for payments on line

Ability to state clearly what goes to our percentage of forgiven fines in the event a call was mislabeled /cleared incorrectly.

If Service Supplier does a conversion all information must be moved accurately to the new system, and permits should not be placed into an inactive file.

### **Reports**

Ability to generate but not limited to the following reports:

Listing of permits by number, name, alarm address, alarm company, and police districts

Listing of permit counts in all categories

Listing of outstanding charges

Listing of cash transactions per day (or by any specific dates) including; cash received by billing type, account adjustments, and returned checks.

Deposit report for weekly/monthly collections

Monthly alarm roster that includes a detail of incidents generated by Alarm Service Supplier

An incident exception report generated during daily incident update process from COWPD’s system including non-permit holder incidents and type codes other than true or false.

Daily activity reports to include: new permits, renewal notices, second notices, account billings, account collections, incidents processed and any manually generated transactions

Top offenders; ability to breakdown by police beats

Weekly report of discrepancies between the City's GEO database provided to ASC or upon request by COWPD command staff. This report includes existing alarm addresses that may have changed.

Ability to provide reports in both alpha and permit number order

## **SYSTEM ATTRIBUTES**

### **System Availability**

The system should be available twenty four (24) hours a day, seven (7) days a week.

### **System Downtime/Failure**

One-line system uptime of not less than ninety-nine percent (99%), less routine maintenance, will be maintained. A time measured method to capture or calculate downtime will be agreed upon. A penalty payment will be required if uptime goals are not achieved. A dollar amount for the penalty payment per day or per hour will be agreed upon.

### **Response Time**

Terminal response time is defined as external time or that interval from the time the user depresses the enter key on a terminal to the time a data screen reappears and acknowledgement of data is received. A maximum response time of ten (10) seconds shall be provided. Communication and connectivity may impact this time.

### **Back-Up Systems Disaster Recovery**

The Service Supplier shall provide a disaster recovery plan to be approved by COWPD. The Service Supplier upon occurrence shall implement the approval plan. The Service Supplier shall be required to keep back-ups of data and have off-site storage pre-approved by COWPD and the City of Wheeling, West Virginia through its City Manager.

## **PRODUCTION CONTROL**

Transfer of data/process schedule: Alarm incidents shall be captured by COWPD's system over the twenty-four (24) hour period from midnight to midnight. COWPD's system will transfer this data to the ATB system no later than 8:00am the following day.

The Service Supplier shall transfer a skeleton version of the entire permit database that includes, but is not limited to, the new incident count and status of each account. This data shall be delivered to the COWPD's FTP site no later than 6:00 pm the same day, providing a maximum window of four (4) hours to process the incidents.

Daily, the City will make available a refresh of the GEO database. This file will not be in the Service Suppliers format. The Service Supplier will be responsible for converting the City's GEO database into the GEO database needed for their system. It will be the Service Supplier's responsibility to accommodate all data transfers.

**Transfer Medium**

The Service Supplier will state their ability and method to generate and accept data.

**Delivery of Outputs**

Daily reports shall be delivered electronically to COWPD by mutually agreed upon time each day.

Monthly reports shall be delivered no later than the 5<sup>th</sup> day of each month for the previous month.

**Assistance on Contacts**

User support: The Service Supplier shall provide contact for daily assistance in each area of responsibility including: User support, Systems Support, and Operations Support. The Service Supplier shall provide on-site training of COWPD personnel upon request at no cost to the City.

**Response to Citizen Inquiries and Requests**

The Service Supplier shall provide a customer support center through a toll-free number to answer citizen telephone inquiries between the hours of 8:00am EST/EDT and 5:00pm EST/EDT, Monday through Friday, (excluding holidays recognized/specified by the City of Wheeling). The Service Supplier shall provide personnel to answer basic questions from persons billed, such as billing, address correction and whom to contact at COWPD for further questions. The Service Supplier shall provide telephones, space and all other requirements to perform this task.

The Service Supplier shall provide a separate toll free or local number and contact for COWPD personnel.

**System Access Authority Change**

The Service Supplier shall maintain a level of security, which ensures only authorized personnel to have access to the ATB system. All changes to the system access shall be provided to the Service Supplier in writing.

It shall be the responsibility of the Service Supplier to control and ensure that only appropriate Service Supplier personnel have access to the ATB system. COWPD may require the Service Supplier to provide a list of all users who have access. Information provided to the Service Supplier may not be used for any purpose, other than the operation of the ATB system on behalf of the COWPD, without the express written permission of the COWPD. Unauthorized use of this information may result in cancellation of the contract, which results from this RFP.

**Application Program Installation**

The Service Supplier shall be responsible for the development, programming, testing, training and installation of the ATB system. Test results demonstrating proper functionality of the ATB system shall be presented and reviewed with COWPD's Information Services Division for sign-off and approval.

External interfaces between the COWPD and the Service Supplier shall be tested and accepted by the service provider, COWPD's Information Services Division and the City's Information Technology Department prior to commencement of services.

The Service Supplier shall comply with and maintain conformity with the COWPD's Information Services Division and the city's Information Technology Department to include data field structure and GEO file.

### **Documentation**

The Service Supplier shall be responsible for maintaining appropriate systems documentation including program listings and file layouts. The Service Supplier shall produce documentation for review upon COWPD's request.

The Service Supplier shall provide appropriate end-user documentation, which includes, screen input, processing schedules, and report examples.

Any proprietary application source code will be supplied either to COWPD or placed in escrow to be released to the COWPD in the event that the Service Supplier ceases to actively maintain the software and make support available to authorized users, transfers ownership of software to a third party, or for any reason ceases to do business.

### **Enhancements**

Enhancements may be requested by COWPD as required. Expected turnaround of enhancement requests shall be determined by urgency (i.e., ordinance change). Therefore, input is requested from the Service Supplier relative to the methods and pricing for the enhancements requests.

Enhancements may be requested due to but not limited to the following: Ordinance changes; changes to the file layout, annexations, street name changes, GEO and alarm processing, and identified improvements in the system from users.

### **NEW ORDINANCE**

It is not anticipated in the immediate future, however, a new or amended ordinance for the Alarms may be approved in the future. The following changes may/may not occur and the Service Supplier shall be required to incorporate administration of same into the scope of services outlined above:

The City (COWPD) shall have the ability to charge registration and renewal fees (amount to be determined) any additional revenue from future registration fee increases may or may not be shared with the Service Supplier.

The COWPD will determine if a permit should be suspended/revoked based on the alarm user not providing permit renewal information when requested or changed, and non-payment of false alarm charges over thirty five (35) days from the invoice date.

A late payment fee (amount to be determined) can be established and charged.

Suspend/revoke permit due to failure to provide renewal information

Input miscellaneous charges on an account directly to the accounts receivable system (i.e., returned check charge and late payment fee).

Listing of renewal applications not received within thirty (30) days after permit expired.

Additional specifications yet to be determined

Modifications such as the above may be negotiated by the Supplier and the City, however such modifications shall not constitute a Breach of the Agreement by the City/COWPD or trigger any liability whatsoever against the City/COWPD. Failure to negotiate said terms shall result in the Parties voluntarily terminating any existing Agreement/Contract as the sole remedy and in full and final settlement of all claims.





# City of Wheeling, West Virginia

## POLICE ALARM ORDINANCE



Ordinance No. \_\_\_\_\_

Introduced

**AN ORDINANCE TO AMEND THE ORDINANCES FOR THE CITY OF WHEELING, WEST VIRGINIA, AMENDING PART FIVE OF THE GENERAL OFFENSES CODE TO PROVIDE FOR AN AMENDMENT TO ARTICLE 501 ENTITLED: ADMINISTRATION AND LAW ENFORCEMENT WITH SUCH NEW SECTION TO BE ADDED AS SECTION 501.11 - POLICE DEPARTMENT FALSE ALARMS.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WHEELING:**

WHEREAS, the Rules Committee of the Council of the City of Wheeling (“City”) on a former date determined that it was appropriate to enact a Police Alarm Ordinance; and

WHEREAS, the purpose of this Ordinance found that excessive false alarms unduly burden the Wheeling Police Department’s limited law enforcement resources. The purpose of the Ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems; and

WHEREAS, the City reviewed in several public meetings the data and research compiled by its Police Department to support the need for such Ordinance; and

WHEREAS, the policies and procedures of how such purpose of the Ordinance would be carried out was discussed, reviewed and modified to best suit the needs of the municipality and its law enforcement officers and a copy of such policies and procedures is attached to the Ordinance as to be utilized in the Administration and Enforcement of such Ordinance and is incorporated herein.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHEELING THAT:**

Section 1. The Codified Ordinances of the City of Wheeling at Article 501 - Administration and Law Enforcement - are hereby amended and reenacted by adding Section 501.11 Police Department False Alarms as follows:

**Section 501.11 Police Department False Alarms**

Excessive false alarms unduly burden the Wheeling Police Department's limited law enforcement resources. An Ordinance was established to set guidelines for alarm users. The purpose of the Ordinance is to establish reasonable expectations of alarm users and to ensure that alarm users are held responsible for their use of alarm systems.

In accordance with the Ordinance, the Council of the City of Wheeling approved Policies and Procedures for the administration and enforcement of this Section which is on file with the following departments: Police, Municipal Court, City Clerk and Legal. A fee schedule for alarm registration and excessive false alarms is also established as follows:

**Excessive false alarms/Failure to register.** It is hereby found and determined that two or more false alarms within a permit year is excessive, constitutes a public nuisance, and shall be unlawful. Civil penalties for false alarms within a permit year may be assessed against an alarm user as follows:

First false alarm	Free
Second false alarm	\$ 50.00*
Third and fourth false alarm	\$100.00
Fifth and sixth false alarm	\$200.00
Seventh and eighth false alarm	\$300.00
Ninth and over false alarm	\$400.00

\*Fee waived for second false alarm only if user attends alarm class

(a) **Additional Fees**

Failure to Register	\$100.00
Failure to Renew	\$ 25.00

(b) **Other Civil Penalty(ies).** Violations may be enforced through the assessment of civil penalty(ies) in the amount of \$100.00 per violation.

(c) **Payment of Civil Penalty(ies).** Civil penalty(ies) shall be paid within thirty (30) days from the date of the invoice.

(d) **Discontinuance of law enforcement response.** The failure of an alarm user to make payment of any civil penalty(ies) assessed under this ordinance within thirty (30) days from the date of the invoice may result in

discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received or if the Wheeling Police Department responds to nine or more false alarms in a permit year and the City declares the alarm to be a nuisance.

- (e)                    **Civil Non criminal violation.** A violation of any of the provisions of this ordinance shall be a civil violation and shall not constitute a misdemeanor or infraction.

Section 2. All other sections of the Article remain in full force and effect.

Section 3. This Ordinance shall be effective upon enactment with enforcement to begin on January 1, 2016.

By the Administration.



# City of Wheeling, West Virginia



## POLICE ALARM ORDINANCE Policy and Procedures Guide

WHEREAS, the purpose of the ordinance found that excessive false alarms unduly burden the Wheeling Police Department's limited law enforcement resources. The purpose of the ordinance is to establish reasonable standards for alarm users and to ensure that alarm users are held responsible for their use of alarm systems. The following sections of Policy and Procedure are created to carry out the intended purpose of the ordinance and are on file in the Police Department, Municipal Court Clerk's Office, City Clerk's Office and the Legal Department. A copy of these Policies and Procedures is attached to the ordinance of the Council of the City of Wheeling Number \_\_\_\_\_ passed on\_\_\_\_\_.

### SECTION 1: DEFINITIONS

The following words, terms and phrases, when used in this ordinance, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

***Alarm Administrator*** means a person or persons designated by the City of Wheeling to administer the provisions of this ordinance.

***Alarm Company*** means a person, company, firm or corporation subject to the licensing requirements, and engaged in selling, leasing, installing, servicing or monitoring alarm systems; this person shall be licensed in compliance with City of Wheeling laws.

***Alarm permit*** means a permit issued to an alarm user by the Wheeling Police Department allowing the operation of an alarm system within the City of Wheeling.

***Alarm signal*** means a detectable signal; audible or visual, generated by an alarm system, to which law enforcement is requested to respond.

***Alarm system*** means any single device or assembly of equipment designed to signal the occurrence of an illegal or unauthorized entry or other activity to which law enforcement is requested to respond, but does not include motor vehicle or boat alarms, fire alarms, domestic violence alarms, or alarms designed to elicit a medical response.

***Alarm user*** means any person, corporation, partnership, proprietorship, or any other entity owning, leasing or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises. An "Alarm user" shall not include the United States, the State of West Virginia, the County of Ohio, the City of Wheeling, or their respective agencies or political subdivisions.

**Alarm User Awareness Class** means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

**Cancellation** means termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing situation at the alarm site requiring police response after an alarm dispatch request. If cancellation occurs prior to police arriving at the scene, this is not a false alarm for the purpose of civil penalty, and no penalty will be assessed.

**City** means the City of Wheeling or its agent.

**False alarm** means the activation of an alarm system when, upon inspection by the Police Department, there is no evidence of unauthorized entry, robbery, or other such crime attempted in or on the premises which would have activated a properly functioning alarm system. Notwithstanding the foregoing, a false alarm does not include an alarm which can reasonably be determined to have been caused or activated by unusually violent conditions of nature.

**Local alarm** means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

**Permit year** means a 12-month period beginning on the day and month on which an alarm permit is issued.

**Runaway alarm** means an alarm system that produces repeated alarm signals that do not appear to be caused by separate human action. The Wheeling Police Department may in its discretion discontinue police responses to alarm signals from what appears to be a runaway alarm.

**Verify** means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails.

## **SECTION 2: ALARM PERMIT**

(a) **Permit required.** No person shall use an alarm system without first obtaining a permit for such alarm system from the City of Wheeling. A fee is required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch.

(b) **Application.** The permit shall be requested on an application form provided by the City of Wheeling. An alarm user has the duty to obtain an application from the City of Wheeling.

(c) **Transfer of possession.** When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within 30 days of obtaining possession of the property. Alarm permits are not transferable.

(d) **Reporting updated information.** Whenever the information provided on the alarm permit application changes, the alarm user shall provide correct information to the City of Wheeling within 30 days of the change. In addition, each year after the issuance of the permit, permit holders will receive from the City a form requesting updated information. The permit holder shall complete and return this form to the City when any of the requested information has changed; failure to comply will constitute a violation and may result in a civil penalty.

(e) **Multiple alarm systems.** If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.

### **SECTION 3: DUTIES OF THE ALARM USER**

(a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms; and

(b) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to insure dispatch).

(c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by the Wheeling Police Department.

(d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.

(e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm system.

### **SECTION 4: DUTIES OF THE ALARM COMPANY**

(a) Any person engaged in the alarm business in the City of Wheeling, shall comply with the following:

1) Obtain and maintain the required city license(s).

2) Be able to provide name, address, and telephone number of the license holder or a designee, who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within 2 hours.

3) Be able to provide the most current contact information for the alarm user and to contact a key holder for a response, if requested.

(b) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user.

(c) Provide written information of how to obtain service from the alarm company for the alarm system.

(d) An alarm company performing monitoring services shall:

- 1) Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
- 2) Provide alarm user registration number to the Wheeling – Ohio County 911 Communications Center to facilitate dispatch and/or cancellations.
- 3) Communicate any available information about the alarm.
- 4) Communicate a cancellation to the Wheeling – Ohio County 911 Communications Center as soon as possible following a determination that response is unnecessary.

## **SECTION 5: PROHIBITED ACTS**

(a) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

(b) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than 10 minutes.

## **SECTION 6: ENFORCEMENT OF PROVISIONS**

(a) ***Excessive false alarms/Failure to register.*** It is hereby found and determined that two or more false alarms within a permit year is excessive, constitutes a public nuisance, and shall be unlawful. Civil penalties for false alarms within a permit year may be assessed against an alarm user as follows:

First false alarm	Free
Second false alarm	\$ 50.00*
Third and fourth false alarm	\$100.00
Fifth and sixth false alarm	\$200.00
Seventh and eighth false alarm	\$300.00
Ninth and over false alarm	\$400.00

\*Fee waived for second false alarm only if user attends alarm class

(b) **Additional Fees**

Failure to Register	\$100.00
Failure to Renew	\$ 25.00

(c) **Other Civil Penalty(ies).** Violations will be enforced through the assessment of civil penalty(ies) in the amount of \$100.00 per violation.

(d) **Payment of Civil Penalty(ies).** Civil penalty(ies) shall be paid within (30) days from the date of the invoice.

(e) **Discontinuance of law enforcement response.** The failure of an alarm user to make payment of any civil penalty(ies) assessed under this ordinance within 30 days from the date of the invoice shall result in discontinuance of law enforcement response to alarm signals that may occur at the premises described in the alarm user's permit until payment is received or if the Wheeling Police Department responds to nine or more false alarms in a permit year and the City declares the alarm to be a nuisance. In addition, failure to register and obtain a permit may result in no law enforcement response to an unregistered alarm.

(f) **Civil Non criminal violation.** A violation of any of the provisions of this ordinance shall be a civil violation and shall not constitute a misdemeanor or infraction.

**SECTION 7: EXEMPTIONS**

(a) Government Facilities

1. Government facilities are defined as facilities that are owned and operated by the United States, the State of West Virginia, the County of Ohio and the City of Wheeling and are within the municipal boundaries of the City of Wheeling.
2. Government facilities are subject to annual registration rules (i.e. Providing contact information for the alarm system), but are exempt from payment of the annual registration fee described.
3. No cost recovery fees shall be charged for police response(s) to false alarms at government facilities.
4. Upon the fifth response to a false alarm in any calendar year, a responsible party for the government alarm site shall meet with the alarm administrator and present a false alarm abatement plan.
5. The alarm administrator may make any other special rules and exceptions as are deemed necessary to assure that appropriate protection and accountability is maintained at government sites.



(b) Special Rules Applicable to Public Schools

1. Public Schools are defined as a site serving one or more children of grades K-12, owned and operated by the Ohio County School District and within the municipal boundaries of the City of Wheeling.
2. Public Schools are subject to annual registration rules (i.e. Providing contact information for the alarm system), but are exempt from payment of the annual registration fee described.
3. No fee is charged for the first false alarm in a calendar year.
4. The fee for the second false alarm in a calendar year is waived, provided the site administrator (or designee) successfully completes a false alarm awareness class.
5. The third and subsequent false alarms in any calendar year are charged at the standard service fee rate.
6. Public school sites are exempt from registration fees or suspensions.
7. The alarm administrator may make any other special rules and exceptions as are deemed necessary to assure that appropriate protection and accountability is maintained at public school sites

**SECTION 8: ALARM USER AWARENESS CLASS.**

(a) *Alarm User Awareness Class.* The City of Wheeling may create and implement an Alarm User Awareness Class and may request the assistance of the area alarm companies to assist in developing and implementing the class. The class shall inform alarm users of the problems created by false alarms and instruct alarm users how to help reduce false alarms. The City may grant the option of attending a class in lieu of paying one assessed fine.

**SECTION 9: APPEALS**

(a) *Appeals process.* Assessments of civil penalty(ies) and other enforcement decisions made under this ordinance may be appealed by filing a written notice of appeal with the Wheeling Municipal Court within 10 days after the date of notification of the assessment of civil penalty(ies) or other enforcement decision. The failure to give notice of appeal within this time period shall constitute a waiver of the right to contest the assessment of penalty(ies) or other enforcement decision. Appeals shall be heard through the Municipal Court process utilized by the City and in accord with the laws of the State of West Virginia. The Municipal Court's decision is subject to review in the same fashion as other Municipal Court rulings by appeal to the Ohio County Circuit Court in the nature of certiorari.

(b) *Appeal standard.* The Municipal Court judge shall review an appeal from the assessment of civil penalty(ies) or other enforcement decisions using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment of civil penalty(ies) or other enforcement decision, the judge shall

have the discretion to dismiss or reduce civil penalty(ies) or reverse any other enforcement decision where warranted.

#### **SECTION 10: CONFIDENTIALITY**

In the interest of public safety, all information contained in and gathered through the alarm registration applications, no response records, applications for appeals and any other alarm records shall be held in confidence by all employees and/or representatives of the City of Wheeling to the extent permitted by law.

#### **SECTION 11: GOVERNMENT IMMUNITY**

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that the Wheeling Police Department response may be influenced by factors such as: the availability of police units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and prior response history.

#### **SECTION 12: SEVERABILITY**

The provisions of this ordinance are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

This ordinance shall take effect on the enactment of the ordinance October 6, 2015 with enforcement to begin on January 1, 2016.



# Wheeling Alarm Ordinance Executive Summary



## **BACKGROUND**

In 2012, faced with budgetary restrictions and staffing shortages, the Wheeling Police Department began investigating ways to increase their efficiency in delivering emergency services to the City of Wheeling. False alarm responses were found to be a considerable drain on critical resources. Nationally, false alarm reduction programs have significantly reduced the staffing and financial burdens on public safety services. The implementation of a strong false alarm ordinance, in conjunction with an effective public education campaign, would greatly assist in reducing the number of false alarms and the resulting burdens on public safety resources.

## **STRATEGIC PLAN**

Goal 1: Enhance the Quality of Life for all City of Wheeling residents.

Goal 2: The implementation of a false alarm ordinance

Goal 3: The implementation of an effective false alarm prevention public education program

## **DISCUSSION**

Throughout the nation, localities regulate police and fire alarm systems by establishing service fees and other consequences for false alarms and require the registration of alarm systems. Throughout the State of West Virginia, cities such as Charleston have established adopted false alarm ordinances. The City of Wheeling had a false alarm ordinance which was repealed in 1991 by Wheeling City Council. The ordinance, which was attached to the Building Codes section of the City Ordinances, was repealed due to the undue burden placed on the finance department, lack of program management, and failure to collect fees.

Without an ordinance to regulate false alarms, the City of Wheeling lacks the authority to establish measures that would help to reduce the number of false alarms and the burden in which false alarms place on the public safety resources. A strong ordinance would permit City Council to establish a progressive fee schedule for false alarms, require alarm system registration, establish registration and service fees, and require that alarm

systems be maintained in good condition. Additionally, the ordinance can prohibit automatic dialing devices from sending pre-recorded messages to the 911 center and require enhanced call verification.

### **Police False Alarm History**

An examination of Wheeling Police Department response to alarm calls for service over a three year – three month period from 1/1/2010 to 3/28/2013 found the following:

- The Wheeling Police Department officers were dispatched to a total of 59,596 calls for service during this three year and three month period. This number does not reflect traffic stops and self-initiated activities and only represents the number of calls dispatched to the Wheeling Police Department through the Wheeling Ohio County 911 Center.
- The Wheeling Police Department responded to a total of 4,471 alarm calls during this time period.
- 4,448 of those alarms were deemed to be false alarms (user error, alarm malfunction, weather related).
- 23 of the alarms were classified as justified alarm calls (actual emergency perceived).
- The average time spent on alarm calls for service was 18 – 22 minutes, from the time of dispatch to the alarm, until the police units cleared the incident.
- There was an average of two patrol units assigned to every alarm call (4 officers prior to 2013), two officers and a supervisor after January 6, 2014, per Wheeling Police Department Policy.
- The average percentage of alarms per year where an actual emergency was perceived was .005%. Less than one percent of the alarm calls were actual alarms.

During a one year period (1/1/2010 to 1/1/2011) 78 of the false alarms were found to be a third (3<sup>rd</sup>) or subsequent false alarm from the same alarm system, with the most being 29 at the same location. This is important to note since the proposed ordinance allows for progressive fees for any false alarms after two false alarms in a one-year period.

Under the Wheeling Police Department Standard Operating Procedures, two patrol units must be dispatched to the location of any police alarm call. Prior to January 4<sup>th</sup> 2013, each Wheeling Police Department unit was assigned two (2) officers per unit in accordance with City Ordinance. With an average of 20 minutes spent on each alarm call, this would equate

to an estimated total of 1,490.30 man hours per officer from 01/01/2010 to 03/28/2013. Given the fact that an average of 6 police officers staffs each patrol shift, one false alarm call consumes 1/3 of the total manpower for an average of 20 minutes per call. In addition, the safety of the officers and citizens is jeopardized by repeated false alarms at the same location. Police officers repeatedly responding to false alarms at the same location are less likely to anticipate actual criminal activity and, therefore, may be less prepared to respond to such activity.

Weather-related alarms formed a small percentage of the alarms during the three-year time period. However, according to a representative from the non-profit Security Industry Alarm Coalition (SIAC), “weather-related” alarms commonly arise from improper alarm maintenance or faulty alarm systems and should, therefore, be considered false alarms. Prevailing alarm industry standards dictate that an alarm should not be activated due to short-term power failure, wind or moisture associated with thunderstorms. An extended power outage or unusually violent storm that destroys property may activate a properly installed and functioning alarm system.

### **Overview of Proposed Ordinance**

- The purpose and procedures to effectuate the ordinance is clearly defined within the Policy and Procedures Guide, including a comprehensive definition of “false alarm” which exempts any calls triggered by activity outside the control of the alarm system user, but recognizes that alarms caused by malfunctions, minor weather or owner activity are false alarms.
- Alarm system users must register their police alarm systems so that the Wheeling Police Department will have the current contact information for the alarm system users and key holders, which enables faster incident clearing and better communication with alarm system users. The Registration Fee(s) will be established by Wheeling City Council and the registration forms would be available at the Wheeling Police Department and through online access at the City of Wheeling and Police Department websites.
- A schedule of progressively increasing service fees for responses to false alarms would be established by Wheeling City Council. The proposed fee schedule is as follows:

- First false alarm.....FREE
- Second false alarm.....\$50.00 (Fee waived if user attends an alarm class)
- Third and fourth false alarm.....\$100.00
- Fifth and sixth false alarm.....\$200.00
- Seventh and eighth false alarm...\$300.00
- Ninth and over false alarms.....\$400.00

- Automatic dialing devices would be prohibited from sending pre-recorded messages to the Wheeling Ohio County 911 Communications Center.
- Citizens who have been assessed a service fee or received a notice of suspension of service may appeal those decisions to the Chief of Police or his designee.

One critical aspect of an effective false alarm reduction program is public education. In order to implement a successful public education program, it is recommended that the proposed ordinance take effect ninety (90) days after adoption. This will allow the Wheeling Police Department time to educate the community about how to reduce the number of false alarms and register the police alarm systems with the City of Wheeling. The Wheeling Police Department will also meet with representatives from the alarm industry in an effort to promote the registration of alarms and to ensure that industry standards for installation and maintenance of alarms are met. This coordinated effort will educate alarm users through media campaigns and educational materials that will be made available through links on the Wheeling Police Department and City of Wheeling websites. Tips on reducing false alarms could also be sent with bills and service fees.

**FALSE ALARM MANAGEMENT**

Research of false alarm program management in various cities has revealed that the majority of municipalities, in which false alarm programs have been adopted, outsource the management of these programs to a third party administrator. In a few cases, the municipality hired a full-time employee to manage the program and conduct the data collection, billing, registration process, fee collection, and appeal process. However; the majority of municipalities found it more cost effective to allow a third party program administrator to handle this aspect. Companies such as Public Safety Corporation manage the programs through data software called “Cry Wolf.” These companies take care of the registration process, create a database, collect a daily data dump on alarms from the 911 center, write all letters, handle billing and collection, annual renewal billing and fee collection and appeals. There is no upfront cost for such services and companies take a percentage of the fees collected based upon the negotiated contract.

## **BUDGET IMPACTS**

There are several variables to consider when estimating the impact on public safety resources. First, the police department does not have the personnel or resources available to assign an officer full-time to oversee the management of this program. The utilization of a third-party administrator to provide alarm registration, billing and administration of the program would be more cost effective.

An effective ordinance will allow for the recovery of revenue that is lost as emergency services personnel are responding to false alarms. Additionally, an effective false alarm reduction program will increase efficiency in delivering public safety services. Fewer false alarms will allow emergency personnel to be more available for both emergency calls for service and agency initiatives.

## **RECOMMENDATION**

It is the recommendation of the Wheeling Police Department that City Council adopt the attached Police False Alarm Ordinance and Fee Schedule.

**Alarm System User Permit Application**

Wheeling Police Department  
 1500 Chapline Street  
 Wheeling, WV 26003  
 (304)-234-3664



**This application is for a (check one):**  
 **Business**     **Residence**

Please print legibly and use black ink

Boxes indicated with an \* are required fields. Incomplete or illegible applications cannot be processed.

**1. Alarm User information (Alarm Location)**

\* Last Name                                      \* First Name                                      \* Middle Initial

                                                                          

\* If a business location, provide Business Trade Name and Corporate Ownership information

\* Street Number                      Street Name                                      Email Address

                                                          

\* Apt/Suite #                      \* City/Town                                      \* State                                      \* Zip Code

                                                                                                

\* Home Phone                                      \* Work Phone                                      \* Cell Phone

                                                                          

**2. Mailing Address (if different from the Alarm Location)**

Street Number                                      Street Name

Apt/Suite #                      City/Town                                      State                                      Zip Code

                                                                                                

**3. List two (2) people to contact in the event of an alarm (who can respond within 30 minutes)**

\* Last Name # 1                                      \* First Name

                                    

\* Home Phone                                      \* Work Phone                                      \* Cell Phone / Pager

Number

                                                                          

\* Last Name # 2                                      \* First Name

                                    

\* Home Phone                                      \* Work Phone                                      \* Cell Phone / Pager

Number

                                                                          

**4. Alarm Company Information**

\* Company Name                                      \* Phone Number



License #

**5. Monitoring Company Information (If different from Alarm Company)**

\* Company Name

\* Phone Number

License #

**6. Special Conditions at location (i.e., watch dog, disabled persons, hazardous materials, etc.)**

**Please complete this form and return it immediately.**

Mail to: Wheeling Police Department, Alarm Coordinator, 1500 Chapline Street, Wheeling, WV 26003

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If you have an alarm system in the City of Wheeling, it must be registered. Auto alarms are excluded. If police personnel respond to an unregistered alarm, the owner may be fined. The first false alarm at a registered site is FREE within a twelve month period, beginning on the date the permit is issued. Users will be fined for additional false alarms in accordance to a fee schedule established by city council. If fines are not paid within a thirty (30) day period from the time of invoice, the Wheeling Police Department may suspend response.

**SOME THINGS YOU SHOULD KNOW**

- Complete the application below and submit by mail or fax and obtain a permit before you operate your alarm system; failure to do so may result in a \$100 fine. Alarm permits are not transferable.
- Changes in permit information must be submitted in writing within 30 days.
- Audible alarms that sound for more than 15 minutes may result in a \$100 fine.

**AVOIDING FINES**

Most alarms can be easily prevented by following these guidelines:

- Make sure all alarm users and key holders are trained to use the system, and know the code to arm and disarm the system, including how to cancel a false alarm.
- Be sure doors and windows are properly closed and locked before arming the system. Unsecured doors and windows are easily jarred, resulting in false alarms.
- Be sure motion sensors are adjusted correctly, especially if you have pets.
- Have an arming delay of at least 60 seconds and arrange with your alarm company NOT to call the police if the system goes off immediately after it has been armed. Frequently, people take too long to exit the premises, or set the system off by re-entering.
- If your alarm system is easily set off by thunderstorms or power outages, have it repaired or adjusted.
- Periodically check the batteries and test your alarm system.
- Read and follow the instructions in your operator's manual.

- Violations for failure to register; and violations for installing, maintaining, or using an audible system with a continual sound for more than 15 minutes may be enforced through the assessment of civil penalties in the amount of \$100.00.

Call (304)-234-3664 or contact your alarm company, if you have any questions.

## Insurance Requirements

### A. Commercial General Liability

Successful Service Provider shall be required to provide proof of bodily injury and property damage liability as shall protect the contractor and any sub-contractor performing work under this contract from claims of bodily injury or property damage which arise from operation of Services described in this RFP whether such operations are performed by contractor, any sub-contractor or any one directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability assumed under the indemnity provision of this RFP.

### B. Automobile Liability

Successful Service Provider shall be required to provide proof of bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

### C. Workers Compensation

Meeting the statutory requirements of the State of West Virginia and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employers and owners.

The City of Wheeling, West Virginia shall be named as an additional insured under the commercial general liability insurance for operations or Services rendered under this contract.

### D. Data Processors Electronics Errors & Omissions – Successful Service Provider shall be required to provide proof of liability arising from errors and omissions in performing electronic data processing.

### E. Fidelity Bond – providing employee dishonesty coverage on all employees at a limit of no less than \$500,000 per loss.

### F. Additional Insured

City of Wheeling, West Virginia and Wheeling Police Department shall be named as an **additional insured** under the commercial general liability insurance for operations or Services rendered under this contract.

### G. Thirty Days Notice

Upon award of contract, the Service Provider shall furnish the City of Wheeling, West Virginia and the Wheeling Police Department certificates of all required insurance. The certificates shall contain the provision that the City, etc. will be given **thirty (30) days** written notice of any intent to amend or terminate by either the insured or the insuring company.

*If any part of the work under this contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Service Provider will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. Nothing contained herein shall relieve the Service Provider from meeting all insurance requirements or otherwise being responsible for the subcontractor*

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (the "Confidentiality Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "Effective Date"), by and between the City of Wheeling, a West Virginia municipal corporation ("the City") and TBD, a corporation doing business in West Virginia, (the "Company").

**RECITALS**

**WHEREAS**, the City and Company are contemplating or have entered into certain business relationships; and

**WHEREAS**, the Company has obtained or may need to obtain confidential information of the City or its licensors, contractors or suppliers in connection with discussions of such relationships; and

**WHEREAS**, the City and Company desire to stipulate and agree that any disclosure of confidential information in connection with such relationships has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

**NOW, THEREFORE**, in consideration of the pursuit of current discussions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

**AGREEMENT**

1. **DEFINITIONS.** As used in this Confidentiality Agreement, the following terms shall have the meanings set forth below:

1.1 *Confidential Information.* The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

1.1.1 *Trade secrets.* For purposes of this Confidentiality Agreement, trade secrets consist of information of the City or the Company or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

1.1.2 *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

1.1.3 *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

1.1.4 *Information contained in the City's personnel files, as defined by West Virginia law.* This consists of all information gathered by the City about employees, except for that information which is a matter of public record under West Virginia law.

*1.1.5 Citizen or employee social security numbers collected by the City.*

*1.1.6 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.*

*1.1.7 Local tax records of the City that contain information about a taxpayer's income or receipts.*

*1.1.8 Any attorney / client privileged information disclosed by either party.*

*1.1.9 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

*1.1.10 The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

Categories 1.1.3 through 1.1.10 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Confidentiality Agreement, and agrees that: (a) all provisions in this Confidentiality Agreement applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Confidentiality Agreement, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Confidentiality Agreement.

2. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

2.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

2.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Confidentiality Agreement. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

2.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Confidentiality Agreement or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

- 2.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 2.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Confidentiality Agreement.
  - 2.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Confidentiality Agreement as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 2.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 2.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
  - 2.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Confidentiality Agreement. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Confidentiality Agreement.
3. *EXCEPTIONS.* The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
- 3.1 Was already known to Company prior to being disclosed by the City;
  - 3.2 Was or becomes publicly known through no wrongful act of Company;
  - 3.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
  - 3.4 Was used or disclosed by Company with the prior written authorization of the City;
  - 3.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the other party notice of such requirement or request;
  - 3.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Confidentiality Agreement will be applicable to all disclosures under the court order or subpoena.
4. *REMEDIES.* Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Company breaches its obligations hereunder, the City shall be entitled to

equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5. NOTICES. Any notice, consent or other communication required or contemplated by this Confidentiality Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:

PHONE:

FAX:

E-MAIL:

For the City:

Robert Herron, City Manager

City of Wheeling

1500 Chapline Street – Suite 302

Wheeling, WV 26003

PHONE: 304-234-3617

FAX: 304-234-3605

E-MAIL: [citymanager@wheelingwv.gov](mailto:citymanager@wheelingwv.gov)

With Copy To

With Copy To

Rosemary Humway-Warmuth

City Solicitor

City of Wheeling

1500 Chapline Street – Suite 302

Wheeling, WV 26003

PHONE: 304-234-3736

FAX: 304-234-3605

[rhwarmuth@wheelingwv.gov](mailto:rhwarmuth@wheelingwv.gov)

Notice shall be effective upon the date of receipt by the intended recipient provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

6. MISCELLANEOUS.

6.1 *AMENDMENT.* No amendment or change to this Confidentiality Agreement shall be valid unless in writing and signed by both parties to this Confidentiality Agreement.

6.2 *GOVERNING LAW AND JURISDICTION.* West Virginia law shall govern the interpretation and enforcement of this Confidentiality Agreement, and all other matters relating to this Confidentiality Agreement (all without regard North Carolina conflicts of laws principles). Any and all legal actions or proceedings relating to this Confidentiality Agreement shall be brought in a state or federal court sitting in Ohio County, West Virginia. By execution of this Confidentiality Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any of the above courts.

6.3 *BINDING NATURE AND ASSIGNMENT.* This Confidentiality Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Confidentiality Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

- 6.4 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Confidentiality Agreement shall not affect the validity of the remaining portion of the Confidentiality Agreement so long as the material purposes of the Confidentiality Agreement can be determined and effectuated. If any provision of this Confidentiality Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Confidentiality Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.5 WAIVER. No delay or omission by either party to exercise any right or power it has under this Confidentiality Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Confidentiality Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Confidentiality Agreement shall be effective unless in writing and signed by the party waiving the rights.

Nothing in this Confidentiality Agreement shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

**ATTESTED:**

**[COMPANY NAME]**

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DOCUMENT MUST BE ATTESTED  
BY A NOTARY**

**CITY OF WHEELING, WEST VIRGINIA  
ATTESTED BY: CITY CLERK**

BY: \_\_\_\_\_  
(signature)

BY: \_\_\_\_\_  
(signature)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_



## APPENDIX A

### SERVICE PROVIDER AND INSURANCE AGENT STATEMENT

We understand the insurance requirements of these Specifications and the evidence of insurability shall be provided prior to Contract execution. If our client is awarded this Contract, we agree to provide the City with a thirty (30) day written notice of any intent to amend, terminate, or non-renew coverage by the insuring company.

Service Provider

---

Signature of Service Provider

Insurance Agency

---

Signature of Service Provider's Agent

---

Name and Location of Agency

---

Address of Agency

---

(Area Code) Telephone Number

**ADDENDA RECEIPT CONFIRMATION FORM**

ADDENDUM #:

DATE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I certify that this Proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
Date

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

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

**PROPOSAL PRICING SUBMITTAL FORM**

Pricing is calculated as a percentage of the annual total of false alarm fees collected on behalf of COWPD and divided with City of Wheeling, West Virginia.

1. Proposed percentage to be kept by the Service Supplier: \_\_\_\_\_

2. Proposed percentage to be given to City of Wheeling: \_\_\_\_\_

Total of #1 and #2 above must equal 100%

3. Service Supplier shall provide funding (minimum of \$2,500) for an alarm school and educational materials. Proposed amount \$ \_\_\_\_\_

Any additional fees or charges in connection with this project that would be due from City of Wheeling, West Virginia: \_\_\_\_\_

**Submitted By:**

Service Provider: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: (Typed) \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_  
(Area Code) Telephone Number

Facsimile: \_\_\_\_\_  
(Area Code) Telephone Number

Cell Telephone: \_\_\_\_\_  
(Area Code) Cell Number

E-Mail: \_\_\_\_\_

**It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover, renegotiate, and/or reoffer this RFP.**

---

**Service Provider**

---

**Date**

---

**Authorized Signature**

---

**Please type or print name**

**APPENDIX D**

**NON\_DISCRIMINATION CERTIFICATION**

CONTRACT TITLE: Alarm Registration and Management Services

SERVICE PROVIDER: \_\_\_\_\_

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers; and has not engaged in or condoned prohibited discrimination.
2. For purposes of this section, prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted on this project and to terminate any contract awarded based on such proposal.
4. As a condition of contracting with the City, the Service Provider agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Service Provider further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the proposal submitted by the Service Provider or terminate any contract awarded on such proposal.

\_\_\_\_\_  
NAME OF FIRM

BY: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE

ATTEST/WITNESS:

\_\_\_\_\_  
SECRETARY/NAME OF WITNESS

Sworn to and subscribed before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_

Notary Public Commission expires: \_\_\_\_\_

**ALARM REGISTRATION AND MANAGEMENT SERVICES REFERENCES**

Please type or print a summary of your response below

Reference One Company Name	
Reference One Contact Name	
Reference One Phone Number	
Reference One Fax Number	
Reference Two Company Name	
Reference Two Contact Name	
Reference Two Phone Number	
Reference Two Fax Number	
Reference Three Company Name	
Reference Three Contact Name	
Reference Three Phone Number	
Reference Three Fax Number	
Reference Four Company Name	
Reference Four Contact Name	
Reference Four Phone Number	
Reference Four Fax Number	
Reference Five Company Name	
Reference Five Contact Name	
Reference Five Phone Number	
Reference Five Fax Number	