



DEPARTMENT OF FINANCE

**REQUEST FOR PROPOSALS  
RFP # K00421**

**S.A.W. REGIONAL P25 RADIO SYSTEM**  
March 18, 2022 4:00 p.m.

**ADDENDA #5**  
February 10, 2022

**TO ALL POTENTIAL BIDDERS:**

The following information is being provided for purposes of clarification or in response to questions received from potential bidders. This addendum is being posted on the eVA website and City website at the following links:

- eVA website: <https://m.vendor.eprocgipdc.com/Vendor/public/AllOpportunities>
- City website: <https://www.ci.staunton.va.us/departments/finance/procurement>

This posting consists of information concerning a copy of a Sample Contract and Additional RFP Questions and Answers.

- **Sample Contract is on the following page**
- **SAW RFP # K00421 Additional Proposer Questions and Answers are on the page following the Sample Contract.**

## SAMPLE CONTRACT

THIS CONTRACT, dated this \_\_\_\_ day of \_\_\_\_\_, for identification, is made by and between the **CITY OF STAUNTON, VIRGINIA (the “OWNER”)**, a municipal corporation of the Commonwealth of Virginia acting by and through its City Manager, and \_\_\_\_\_ (The “**CONTRACTOR**”), a Virginia Corporation licensed and registered to do business in the Commonwealth of Virginia (SCC# XXXXXX.)

WITNESSETH: That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PROJECT: Project Name Typed Here**

Hereafter called the **PROJECT**, for a sum not to exceed:

Amount spelled out here (\$XXX,XXX) under the terms of the contract documents.

For said price, the **CONTRACTOR** is to furnish all materials, labor, superintendence, equipment, tools, machinery, and other accessories and services necessary to complete the said **PROJECT**.

The Contract Documents, which comprise the entire **CONTRACT** between OWNER and **CONTRACTOR**, consist of the following:

1. RFP
2. RFP addenda
3. Contract Agreement Signature Page
  - Exhibit A - Compliance Matrix as amended
  - Exhibit B – Payment Milestones & Pricing Pages as amended
  - Exhibit C - Project Schedule as amended
  - Exhibit D - Performance and Payment Bonds
  - Exhibit E - Responsibilities Matrix, as amended
4. Proposal
5. Proposal amendments
6. Written clarifications and negotiated resolutions
7. Additional Proposer Submitted Contract Exhibits

The OWNER agrees to make payment to the **CONTRACTOR** in accordance with the General Conditions and for the price specified in the bid for work completed as stated above as the sum to be paid.

OWNER and **CONTRACTOR** stipulate that **TIME IS OF THE ESSENCE** and that delay by the **CONTRACTOR** in completion would have significant adverse consequences for the **PROJECT**; that, however, the actual damages to OWNER from such delay are uncertain and would be impossible and not susceptible to reasonable determination; and that liquidated damages of such failure by **CONTRACTOR** to perform in a timely manner are a reasonable way and not a penalty to address such adverse consequences. **CONTRACTOR** also stipulates that it shall not challenge, either directly or indirectly, this liquidated damages provision. OWNER, therefore, may require **CONTRACTOR** to pay liquidated damages of **\$XXX.XX** per day for the **CONTRACTOR’S** failure to perform timely in strict accordance with the **CONTRACT**.

OWNER may deduct any liquidated damages from amounts due to CONTRACTOR and, otherwise OWNER shall be entitled to receive interest at the rate of 5% until deducted or paid. Liquidated damages shall be, other than for delay, in addition to any other entitlement by OWNER to damages and other remedies for any other damage, loss, or injury for which CONTRACTOR may be responsible.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions as provided in the Proposal and to make payments on account thereof as provided in the General Conditions and the Special and Supplemental Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract which shall be deemed an original, in the year and day first above mentioned.

\_\_\_\_\_  
Department Director's Initials

\_\_\_\_\_  
Director of Finance Initials

Approved as to Legality and Form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Manager or Authorized Representative

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

Note: Secretary of the OWNER should attest if CONTRACTOR is a corporation.

END OF CONTRACT

SAW RFP # K00421 - Proposer Questions and Answers  
Addenda 5

| Date Submitted | #  | RFP Section Number/ Name                   | RFP Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Clarification Request                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Client Response/ Clarification                                                                                                                                                                                                                   |
|----------------|----|--------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2/1/2022       | 83 | 1.16 Contract Negotiations                 | The PROPOSER whose Proposal is found to be the most advantageous to the City of Staunton will be offered the opportunity to enter into an Agreement with the City of Staunton. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP.                                                                                                                                   | SAW indicated in Addendum #2, line 14, that it would address Proposer's question regarding "whether the winning Proposer may present its agreement form for contract negotiations, so long as such form includes the City of Staunton’s Terms and Conditions contained in the RFP." However, Proposer did not find SAW’s response in Addendum #3. Proposer respectfully requests that SAW confirm whether Proposer may use its form agreement for post-award negotiations.                                                                                                                                             | The City of Staunton provides its form of contract as an attached to Adendum 4. This is a sample agreement that may vary from the final agreement.<br><br>This RFP may result in multiple contracts with the participating localities.           |
| 2/4/2022       | 84 | Addendum #3                                | Addenda 3 - TSB-88's Definition of DAQ 3.4 ("Speech Understandable with repetition only rarely needed") is commonly interpreted as being able to understand every word of the test voice call. If a word within the message is missing and/or changes the meaning of the message, the message will be deemed not understandable. To meet the criteria of repetition only rarely needed, up to 5% of retested tiles in a service area will be allowed to be counted as a pass. | Addendum 3 clarified the RFP requirement for audio quality. However, TSB-88 defines DAQ 3.4 as "Speech understandable with repetition only rarely needed. Some noise or distortion." If there is noise but the message is understandable then the meaning of the message is preserved. In that case, the grid should be considered a pass. Please update the audio quality definition to state "If a word is missing and changes the meaning of the message the message will be deemed not understandable."                                                                                                            | SAW does not agree to this change.                                                                                                                                                                                                               |
| 2/4/2022       | 85 | 8.2 Public Safety versus Non-Public Safety | All subscribers shall be capable of operation in UHF frequency band (380-520 MHz).                                                                                                                                                                                                                                                                                                                                                                                            | SAW currently holds UHF licenses that fall within UHF Range 1. Can the UHF frequency band requirement be defined as UHF Range 1 which is 380-470 MHz? This change will allow vendors to propose a wider selection of radios to meet user needs.                                                                                                                                                                                                                                                                                                                                                                        | SAW will accept UHF range 380-470 MHz.                                                                                                                                                                                                           |
| 2/7/2022       | 86 | Section 9.1, General Requirements          | Facilities shall be designed and installed in accordance with applicable current codes, ordinances and regulations imposed by authorities having jurisdiction; these current standards; and the communications equipment manufacturer’s design and installation current revision standards. Where there is a conflict between requirements, the more stringent requirement shall apply                                                                                        | It is our understanding that Section 9.1 is only applicable to <i>new</i> equipment shelters, and there is no requirement to upgrade legacy shelters to the strictest "applicable current codes, ordinances and regulations..." No photographs, specifications, or drawings related to each current equipment shelter have been provided to enable such pricing determination, yet Appendix D - Pricing Forms, Tab A, line A.3.2. provides line pricing for "Upgrade existing Shelter/Building." Please clarify that Proposer is not required to upgrade Legacy Shelters to current codes, ordinances and regulations. | Site surveys are a mandatory part of the project, with the specific intent for PROPOSERS to understand what upgrades are needed to be made to any existing site facility. Section 9.1 applies to all facilities as described in each subsection. |
|                |    |                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                  |