



DEPARTMENT OF FINANCE

CITY OF STAUNTON
REQUEST FOR PROPOSALS
(RFP # D00125)
CAD / RMS CONSULTING
April 1, 2025

GENERAL INFORMATION

The City of Staunton is seeking proposals from qualified contractors to provide consulting services in procurement of a public safety system including Computer Aided Dispatch and Police Records Management System (CAD/RMS) in accordance with the enclosed specifications.

All proposals must be in an opaque, sealed envelope or box and clearly marked: **“RFP # D00125 – CAD/RMS CONSULTING SERVICES”** Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City of Staunton shall be borne by the Offeror.

An authorized representative of the offeror shall sign proposals. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (thumb drive) of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified **CONSPICUOUSLY** using **Attachment B**, and Offeror is required to submit a redacted copy of the proposal in addition to the required number of proposal copies. The redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be exact image of PDF-scanned copies of the original, signed, and completed documentation.

Proposal documents shall be mailed to addressee below or hand-delivered to the **City of Staunton Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will **NOT** be accepted.

All proposals must be timely delivered to:

Mail to:
City of Staunton
Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
Phone: (540) 332-3819

Overnight To
City of Staunton
Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
Phone: (540) 332-3819

RFP Schedule

RFP Posted	April 1, 2025
Questions Submission Deadline	April 9, 2025 by 2:00 P.M.
Addenda and Questions & Answers Posted	April 11, 2025 by C.O.B.
RFP Submission Deadline	April 21, 2025 by 2:00 P.M.
Oral Presentation and negotiations	TBD 2025
Contract Award	TBD 2025
Contract Effective Date	TBD 2025

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO**2:00 PM, LOCAL TIME, April 21, 2025**

The City of Staunton (hereinafter referred to as “COS” or “City”) is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing and Risk Manager by the designated date and hour.

All Offerors shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

INQUIRIES CONCERNING THE RFP

Any questions or comments concerning this Request for Proposal (RFP) shall be directed in writing and submitted by 2:00 pm on April 9, 2025 to:

Captain Brian Brown
City of Staunton Police Department
BrownBK@ci.staunton.va.us

GENERAL SPECIFICATIONS

1. GENERAL INFORMATION

- 1.1 **PURPOSE:** The City of Staunton is soliciting consulting services from qualified Offerors to assist in the drafting of a Request for Proposals (RFP) for the replacement of the existing Computer Aided Dispatch (CAD), law enforcement Records Management System (RMS) (including mobile field reporting), and Mobile CAD software solutions. The intent is to acquire a single software solution that integrates these software modules.

Consulting services sought include completion of an in depth needs assessment in consultation with public safety agencies across the City, drafting technical requirements for an RFP, and completion and issuance of an RFP for replacement of the identified services. Other software implementation management services may be considered. The selected vendor shall be required to critically evaluate the City's CAD, RMS, and Mobile CAD environments to include current business practices, draft pertinent documentation of the opportunities and constraints that exist in these environments and assess the present and future technology needs for these systems to meet the City's vision.

- 1.2 **BACKGROUND:** The City of Staunton is situated in the Shenandoah Valley of Virginia in the Staunton, Augusta County, Waynesboro Metropolitan Area. The City, which encompasses 20 square miles, had a 2020 Census population of nearly 26,000. Staunton has a defined urban area, but is predominantly suburban.

The Staunton E-911 Center serves as the main Public Safety Answering Point (PSAP) and Emergency Dispatch Center for the City. The agencies served by the City's CAD system are the E-911 Center, Staunton Police Department, Staunton Fire Department, Staunton-Augusta Rescue Squad, Staunton City Sheriff, Augusta County Fire Department, and external clients. The RMS system, which includes mobile field reporting, is used by the Staunton Police Department. Mobile CAD is presently used by the Staunton Police Department. The City is nearing completion of a regional public safety radio system through L3 Harris.

- A. **Staunton E911 Center:** The E 911 Center has 12 authorized positions assigned to 911 shift operations, and 1 manager. The Police Department/E911 Center has a dedicated technology systems engineer who supports the CAD system and other technology. The 911 center is a 24-hour operation located at the Police Department in City Hall. The E 911 Center operates 4 combined call take/dispatch positions, all of which have access to CAD and Intrado Viper call handling systems and equipment. All 4 of these consoles are equipped with radio consoles. There is one stand-alone Virginia Criminal Information Network (VCIN) Terminal. The City deployed i3 NG911 technology in 2021.

The E911 Center handled the following calls for service in 2024:

2024 Calls Received:

Administrative	35,088
911	5,198
Wireless 911	8,177

Service Activities:

Police Calls for Service	17,066
Police Self-Initiated Calls	6,851
Administrative Duties	2,328
Fire Calls for Service	3,992
Rescue Calls for Service	5,648

- B. Information Technology:** Although most City IT operations are centralized, IT has a dedicated public safety systems engineer located in the Police Department who is responsible for system support and is the primary technical contact for CAD, RMS, and Mobile CAD service requests. IT staff assists with computers, servers, network, data storage, and data/system backups.

The City uses Microsoft Windows and SQL based operating environment. Infrastructure equipment (predominantly Dell computers, Nutanix hyperconverged servers and HPE network equipment) is replaced on a regular cycle. Network Mobile access is provided using Palo Alto Network Global Protect Virtual Private Network (VPN).

Geographic Information System operations are centralized under IT. The City has implemented the ESRI ArcGIS software solution, which is fully integrated to the CAD and Mobile CAD solutions.

- C. Police Department:** The Staunton Police Department has 54 sworn and 15 non-sworn personnel. The Police Department has 26 Desktops, and 37 Patrol PC mobile computers with access to CAD and/or RMS. The mobile devices used by the Police Department utilize T-Mobile cellular service and Global Protect VPN for access.

2024 Staunton Police Department workload:

1795	Incident Reports
787	Crash Reports
3200	Traffic summonses
2308	Arrests
3234	Subpoenas Served

- D. Staunton Fire Department:** The Staunton Fire Department has 56 employees, including 36 full-time and 20 part-time staff. The Department has 12 desktop computers, and nine iPads, which are installed in each piece of apparatus. Technology support is provided by the Public Safety Systems Engineer, who works out of the Police Department. The Department operates out of two stations in the City.

The Fire Department also supports technical rescue, water rescue, and emergency management. They also support the regional hazardous materials response team.

The Fire Department does not currently use the CAD/RMS software. Dispatch information is sent to the apparatus iPads through Active 911 and First Due software.

- E. Existing System:** The City currently uses the latest version of the Central Square OneSolution CAD, RMS, and Mobile CAD software. The system is comprised of training and live environments. These systems have been in use since 2005.

F. Current Public Safety Software System Modules, Interfaces, and Integrations:

1. Central Square OneSolution Computer Aided Dispatch
2. Central Square OneSolution Records Management System
3. Central Square OneSolution Mobile CAD
4. Central Square Freedom (mobile CAD for smartphones)
5. Message Switch (State Police switch management system)
6. ProQA (client), Aqua (quality control), Xlerator (server) (medical)
7. Central Square e-Citation
8. Intrado VIPER ANI/ALI
9. Intrado VIPER Next Generation 911 (NG911)
10. Rapid SOS
11. AVL (vehicle tracking)
12. PageGate (SMS messaging)
13. VA Supreme Court (e-ticketing integration)
14. Livescan (fingerprint scanning)
15. Axon Body Cameras (Not currently integrated with CAD)
16. Law Enforcement Information Exchange (LInX)
17. VCIN/NCIC (criminal information integration)

18. Motorola MotoTurbo Radio Technology (radio inventory)
*Switching to L3 Harris P25 Phase II trunked radio system in early 2026
19. ESRI GIS shape file import
20. Active911
21. TREDs (VA crash report interface)
22. First Due interface

2. STATEMENT OF NEEDS

2.1 GENERAL INFORMATION: The City of Staunton is seeking a qualified consulting firm with experience and expertise in assisting local governments in planning and preparing for the implementation of CAD, law enforcement RMS (including mobile field reporting), and Mobile CAD software solutions. Specifically, in facilitating business process reviews that shall result in the compilation of a comprehensive needs assessment to determine the requirements and objectives to be included in a solutions-based RFP for a CAD, RMS, and Mobile CAD software system. The City of Staunton anticipates the RFP process will include gathering input from outside public safety-affiliated groups and agencies. The RFP shall be structured for how the City needs a software system to function.

2.2 REQUIREMENTS: The City of Staunton requires the chosen Offeror to have experience with CentralSquare OneSolution CAD, RMS, and mobile CAD systems to properly conduct business process analysis of existing systems. The City of Staunton expects the chosen Offeror to keep the same key personnel assigned to this engagement throughout its term. If it becomes necessary for the Offeror to replace any key personnel, the replacement will be an individual having equivalent experience and competence. Additionally, the Offeror will promptly notify the City and obtain approval for the replacement. The City understands there is the potential for uncontrollable or unforeseen circumstances that will not make this possible, therefore such approval shall not be unreasonably withheld.

The selected consultant, upon providing proof of CJIS security awareness training, shall:

A. CONDUCT A NEEDS ASSESSMENT: The Contractor should:

1. Perform a complete and thorough needs assessment and requirements study of existing public safety operations as they relate to the project.
2. Host work sessions with representatives from multiple pertinent user groups to compile assessments and requirements.
3. Include in the analysis both functional and technical requirements.
4. Include in the assessment diagrams, flowcharts, and text that fully document and explain existing processes and procedures.
5. Identify in the assessment technology gaps/deficiencies in the existing system that affect user ability to perform their jobs in the most efficient and effective manner.
6. Identify paper-driven processes that shall be targeted for automation with the new system.

7. Recommend policy changes based on the assessment results that are needed to fully meet user needs.
8. Provide a written analysis and recommendation based on findings in the needs assessment and requirements documented as to the ability for the system to be a hosted/SaaS solution vs. an on-premises solution.
9. Document all necessary system interfaces, including pertinent specifications of said interfaces.
10. Document all reports generated from existing systems, their purpose, and deficiencies that exist that hinder the best use of the reports.
11. Draft all documentation such that it can be included in an RFP solicitation with little modification.

B. PROVIDE PROJECT PLANNING: The Contractor should:

1. Work closely with the project Executive Steering Committee and Project Steering Committee, which are comprised of representatives of identified stakeholders.
2. Assist in compiling and drafting project planning documents, including, but not limited to, project plan (work breakdown structure), project scope, current state / end state architecture diagrams, risk management plan, communications plan, training plan, and project schedule.
3. Participate in regular bi-weekly project planning meetings.

C. PROVIDE RFP DEVELOPMENT AND REVIEW: The Contractor should assist with drafting an RFP based on the workload and needs assessment study and evaluation of RFP responses.

2.3 OPTIONAL SERVICES: Assist the City with project management services for the implementation of the software solution selected.

3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 GENERAL INSTRUCTIONS

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. Proposals may be submitted by U. S. Mail, overnight service, or hand delivery.

For U. S. Mail, overnight service or hand delivery

1. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (thumb drive) of the proposal documents.
2. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional paper copy and an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words “REDACTED COPY” and should be submitted on the same USB.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All

information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the City. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret

material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Reference **Attachment B**)

- C. **Oral Presentation**: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and may not include negotiation. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS**: Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Return the RFP signature sheet (**Attachment D**) and all addenda acknowledgments, if any, signed and filled out as required.
- B. Complete and return all Attachments listed after the Procurement Guidelines in this document.
- C. A written narrative statement to include:
 - 1. A detailed description of the proposed processes for completion of all items noted under Section 2, Statement of Needs.
 - 2. Identification of other areas or work that have been omitted under Section 2, that the Offeror has determined will be essential to this effort.
 - 3. Biographies of key personnel who will be assigned to the project and their availability to work on the project.
 - 4. A description of previous projects of this scope and scale that the Offeror has completed, including identification of challenges that were encountered and recommendations on how this effort can avoid those challenges.
 - 5. References from customers who Offeror performed a similar project scope and who are of a similar size to the City of Staunton.
 - 6. Provide a list of previous clients to include information on the original CAD/RMS system that was being used prior to contracting your services, and information on the CAD/RMS system your client contracted for after utilizing your services.
 - 7. A project summary describing the vendor's proposed approach to this effort, including use of remote on-line technologies vs. being on-site at the City of Staunton offices.
 - 8. A proposed project timeline, from award of the consultant contract to completion of

RFP development.

9. A detailed cost proposal, including positions, rates, hours, and ancillary expenses (travel, etc.).

4. EVALUATION AND AWARD

4.1 **EVALUATION CRITERIA: Proposals shall be evaluated by the City using the following criteria:**

Criteria	Weight
Experience	40
Methodology	40
Price	20

- 4.2 **AWARD:** Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price, if so stated in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, or to multiple Offerors should the City decide this to be in its best interest. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF RFPS:

- 1.1. In order for your Proposal, to receive consideration, it must be received prior to the specified time and date of opening as designated in the solicitation. E-mail and facsimile submittals are not acceptable.

2. SPECIFICATIONS

- 2.1. Offerors must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the Proposal.

3. CHARGES AND PAYMENTS

- 3.1. To Prime Contractor:
 - 3.1.1. Invoices for services ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.
 - 3.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - 3.1.3. All services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - 3.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 3.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City of Staunton shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

3.2. Payment to Subcontractors:

3.2.1. An offeror awarded a contract under this solicitation is hereby obligated:

- 3.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- 3.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.

3.2.2. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

4. AUDIT

- 4.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

5. TESTING AND INSPECTION

- 5.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications.

6. ASSIGNMENT OF CONTRACT

- 6.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

7. DEFAULT

- 7.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

8. TAXES

- 8.1. Sales to the City of Staunton are exempt from State and Federal sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

9. INDEMNIFICATION

- 9.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

10. LIABILITY AND LITIGATION

- 10.1. The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

11. COPYRIGHTS

- 11.1. The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

12. OFFEROR'S PERFORMANCE

- 12.1. The successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

13. AWARDING THE CONTRACT

- 13.1. The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in RFPs submitted in response to this Request for Proposals when such waiver is in the best interest of the City.
- 13.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of RFPs. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results> and on the eVA procurement site.

14. DISCUSSION OF EXCEPTIONS TO THE RFP

- 14.1. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate “Exceptions to RFP” section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.
- 14.2. Please identify in the proposal submission any “Exceptions to RFP”.

15. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 15.1. RFPs submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:
- 15.2. Public inspection of certain records:
 - 15.2.1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
 - 15.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - 15.2.3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the evaluation and negotiations of RFPs are completed but prior to award, except in the event that the City decides not to accept any of the RFPs and to reopen the contract. Otherwise, Proposal records shall be open to public inspection only after award of the contract.
 - 15.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - 15.2.5. Trade secrets or proprietary information submitted by an Offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall
 - 15.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 15.2.5.2. identify the data or other materials to be protected, and
 - 15.2.5.3. state the reasons why protection is necessary.
 - 15.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

16. ETHICS IN PUBLIC CONTRACTING

- 16.1. By submitting their Proposal, all offerors certify that their Proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or sub-contractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

17. FORUM SELECTION

- 17.1. This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

18. PROMPT PAYMENT ACT

- 18.1. Any contract awarded as a result of this Request for Proposals shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

19. REJECTION OF RFPS

- 19.1. The City reserves the right, at any time prior to award of the contract, to reject any and all RFPS, or any part thereof, to make no award, and/or to issue a new Request for Proposals, or make modifications, corrections, or additions to the information contained herein.
- 19.2. Offerors are cautioned this is a Request for Proposals, NOT a request to contract.

20. COSTS FOR PROPOSAL PREPARATION

- 20.1. Any costs incurred by offerors in preparing or submitting RFPS are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposals.

21. APPROPRIATIONS

- 21.1. The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

22. ADDITIONAL FEDERAL GRANT PROVISIONS

- 22.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

23. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- 23.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).
- 23.2. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

24. ANTITRUST

- 24.1. By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

25. QUALIFICATIONS OF OFFERORS

- 25.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.
- 25.2. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

26. CANCELLATION OF THE CONTRACT

- 26.1. The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

27. AVAILABILITY OF FUNDS

- 27.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

28. SELECTION PROCESS/AWARD

- 28.1. Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive offerors.

29. SAFETY AND OSHA STANDARDS

- 29.1. All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

30. CONTRACT TERM

- 30.1. The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Request for Proposals.
- 30.2. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.
- 30.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.
- 30.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Proposals, and to reject any and all RFPs in total or by components.
- 30.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

31. SEVERABILITY

- 31.1. Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

32. COMPENSATION AND RECORD KEEPING

- 32.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "unit price" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

33. PAYMENT

- 33.1. Appropriate personnel will make payment for all completed work only after final approval and acceptability of the work completed.

34. PERFORMANCE AND PAYMENT BONDS

- 34.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

35. SOLICITATION ADDENDA

- 35.1. Prior to submitting their Proposal, it is the Offeror's responsibility to check the City website for any addenda associated with this Request for Proposals.

36. INSURANCE REQUIREMENTS

- 36.1. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

37. CONTRACT TERMINATION

- 37.1. This contract will not be awarded to any vendor who has had a previous contract with the City of Staunton terminated for substantial non-compliance within the last three (3) years.

38. DEBARMENT STATUS

- 38.1. By submitting their proposals, all offerors certify that they are not currently debarred from submitting proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting RFPs on contracts by any public body of the Commonwealth of Virginia.

39. CONTRACTOR UNDERSTANDING

- 39.1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

40. SUBCONTRACTS

- 40.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

41. DRUG-FREE WORKPLACE

- 41.1. During the performance of this contract, the contractor agrees to:
 - 41.1.1. provide a drug-free workplace for the contractor's employees;
 - 41.1.2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture,

sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- 41.1.3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
- 41.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

42. NON-DISCRIMINATION

42.1. During the performance of this contract, the contractor agrees as follows:

- 42.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 42.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 42.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 42.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

43. PERMITS AND LICENSES

- 43.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

44. COOPERATIVE PROCUREMENT

- 44.1. This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the Offeror, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

45. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 45.1. During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

46. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 46.1. The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto (**Attachment A**) and submit the certification contemporaneously with the executed Contract.

ATTACHMENT A
CERTIFICATION OF INTEREST & RELATIONSHIPS
WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL,
SCHOOL BOARD AND STAUNTON PUBLIC SCHOOL EMPLOYEES

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.
- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

City Employee's Name: _____

Position with City: _____

Nature of Relationship: _____

Contractor: _____ Date: _____

By: _____

Name: _____

Title: _____

ATTACHMENT B**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM**

Code of Virginia 2.2-4342F (updated 07/01/18): “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. **Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested.** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION NUMBER	PAGE NUMBER	REASON

 Authorized Signature

 Date

**** Please return this page with proposal. ****

ATTACHMENT C

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. **Attach opinion of legal counsel to this form.**

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

**** This document must be completed & returned with bid submission. ****

END OF STATE CORPORATION COMMISSION FORM

ATTACHMENT D
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth herein. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

DATE: _____

E-MAIL: _____

WEB SITE: _____

ATTACHMENT E

VENDOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

- 1) Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Vendor Information:

Vendor SCC Registration #: _____

- 5) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: () _____	E-Mail: _____
	Project: _____	
	Dates of _____	\$ _____
	Service: _____	Value: _____
B.	Company: _____	Contact: _____
	Phone: () _____	E-Mail: _____
	Project: _____	
	Dates of _____	\$ _____
	Service: _____	Value: _____

Continued on next page.

VENDOR REFERENCES FORM

(Cont.)

C. Company:	_____	Contact:	_____
Phone:	()	E-Mail:	_____
Project:	_____		_____
Dates of Service:	_____	\$ Value:	_____
D. Company:	_____	Contact:	_____
Phone:	()	E-Mail:	_____
Project:	_____		_____
Dates of Service:	_____	\$ Value:	_____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____