REQUEST FOR PROPOSAL
FOR
THE CITY OF STAUNTON, VIRGINIA

September 3, 2019

GENERAL INFORMATION

Proposal

The City of Staunton is seeking proposals from qualified firms to provide merchant services for the processing of credit cards for the City as outlined herein.

All proposals must be delivered to:

Chad M. Horvat, Finance Business Manager
City of Staunton
116 W. Beverley Street, P.O. Box 58
Staunton, VA 24402-0058
540.332.3819 – Fax 540.851.4011
horvatcm@ci.staunton.va.us

ALL PROPOSALS MUST BE SUBMITTED BY 2:00 P.M. October 10, 2019

The City of Staunton 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 Offerer to ensure that its proposal reaches the Finance Business Manager by the designated date and hour. All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

Inquiries Concerning the RFP

Any questions or comments concerning this Request for Proposal should be directed to:

Kurt Plowman, Chief Technology Officer
City of Staunton
P.O. Box 58
Staunton, VA 24402-0058
540.332.3824
plowmanks@ci.staunton.va.us

City of Staunton, VA

Merchant Services

Request for Proposal

RFP responses due by 2:00 pm October 10, 2019

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SECTION 1 - INTRODUCTION

1.1. Introduction

The City of Staunton, the municipal government of Staunton, Virginia, invites written proposals from qualified offerors to provide the City with merchant services. The purpose of this Request for Proposal (RFP) is to provide proposing offerors with a common, uniform set of instructions to guide them through the development of their proposals. In addition, this RFP will function as a standard from which to evaluate your company's products and services as they compare to other offerors and as they pertain to the needs of our organization as defined in this document.

1.2. Offeror Eligibility

Offerors should meet the requirements of this section in order to be considered for award of a contract from this solicitation.

Offeror must be a commercial entity with an established track record operating in its field.

Offeror, at the time of RFP submission and throughout the term of the Contract, must be authorized to conduct business in Virginia. Offeror should notify the City immediately in the event that there is any change in the corporate status. See section 3.4.1 for additional information.

1.3. Proposals

One (1) original plus three (3) copies of the sealed proposals from each Offeror for the services specified must be received prior to 2:00 p.m. on October 10, 2019 by the City of Staunton (hereinafter referred to as "the City" or "Staunton"). All four (4) proposals shall be signed by an authorized representative of the Offeror. Please include one (1) digital copy of the proposal. All proposal envelopes must have the company name on the outside of the envelope along with the statement "Merchant Services Proposal to Be Opened at 2:00 pm on October 10, 2019."

Proposals may be mailed or hand delivered to the City of Staunton, Finance Business Manager, 3rd Floor, 116 W Beverley St, Staunton, VA 24401. It is the Offeror's responsibility to ensure that their proposal is received by the Purchasing Department prior to 2:00 p.m. on October 10, 2019. Proposals received after 2:00 p.m. will not be accepted or considered. All proposals will be time stamped upon arrival. The City will not be responsible for the loss of any proposal that is not properly marked as specified. **Faxed or e-mailed proposals are not acceptable**.

Offerors must address each item in this RFP in the order in which it appears. The terms "noted", "considered" and "understood" are not acceptable. Offerors shall respond to each item individually with "agreed", "will comply" or provide a satisfactory explanation of their variance from the request. Such variances, in themselves, will not eliminate the proposal from consideration, but will be evaluated along with other selection criteria. Failure to answer any requirement within this Specifications package MAY subject the entire proposal to rejection.

Prior to submitting their proposals, it is the offeror's responsibility to check the City's website (www.staunton.va.us/solicitations) for any addenda associated with this RFP.

1.4. Reservation

While price is a major consideration, Staunton will consider all aspects of each proposal. This RFP does not commit Staunton to award a contract or to pay costs incurred in the preparation of responses to this RFP. The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is a Request for Proposal, not a request for contract.

1.5. Evaluation Criteria

The following criteria will be used to evaluate the proposals but not necessarily in the order given:

A. The ability, capacity and skill of the offeror to perform the contract or provide the service required within the time specified;

B. Features and functionality of the proposed solution;

C. Cost of the proposed systems and related maintenance contracts and payment terms, including terms and discounts;

D. The ability of the offeror to provide future maintenance, parts and services;

E. Compliance with RFP terms and conditions.

1.6. Important Dates

There are several dates that are important in the process:

RFP's Due	October 10, 2019 2:00 pm
Anticipated Award Date	October 28, 2019 (not guaranteed)

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SECTION 2 - SYSTEM REQUIREMENTS

2.1. Project Overview

The City of Staunton is seeking proposals from qualified firms to provide merchant banking services and payment processing for credit card and debit card payment stand-alone point-of-sale transactions for payments of fees, taxes and fines. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

2.2. Background Environment

The City currently utilizes Tyler Technologies Munis product for billing and revenue collection. The City does not require payment processing integration with Munis but will utilize stand-alone readers to collect taxes and fees from in-person payees. The City accepts online credit card payments for utility and tax and anticipates keeping that solution in place at this time.

The City also accepts credit cards over the counter at our Parks & Recreation office and at our Golf Course. At all other locations, credit cards are not accepted in person at this time. It is anticipated that Parks & Recreation and the Golf Course will be migrating to the solution selected with this RFP.

2.3. Terminal Configuration

The offeror must provide and support new, commercially available data capture/transmission devices.

2.3.1 Terminals should be capable at a minimum of magstripe swipe and EMV chip capable. Additional payment methods such as contactless NFC (Apple Pay, Samsung Pay) are desirable, but not required.

2.3.2 Offeror will only provide and/or use PCI compliant equipment and software.

2.3.3 Terminals should have a built-in PIN pad reader.

2.3.4 Terminals shall be capable of printing multiple copies of receipts. The ability to email receipts would be beneficial, but not required.

2.3.5 Terminals shall have the ability to accept a reference number or invoice number that will be linked with the transaction. It is desirable for the information to be associated with the transaction through reporting. Describe the methods the reference number and the amount of the transaction can be entered into the terminal (ie: manually, connected to a workstation, etc).

2.3.6 Terminals shall be ethernet compatible. The City will be responsible for running structured network cabling to the terminal and providing secured internet access.

2.3.7 Terminals shall provide PCI compliant point-to-point encryption from the point of interaction until the data reaches the offerors secured environment. This includes secure encryption of payment card data at the point of interaction, secure management of devices, and use of secure encryption methodologies and cryptographic key operations.

2.3.8 The City desires to purchase appropriate terminals rather than leasing.

2.3.9 Signature pads are not required.

2.4. Transaction Types

The City desires to take payments for multiple types of services. Only "card present" transactions will be accepted by the City. MCC codes are suggestions.

2.4.1 Utility - Billing for utility services such as water, refuse and sewer (MCC code 4900)

2.4.2 Tax – Taxes for real estate, personal property, business taxes, meals taxes (MCC code 9311)

2.4.3 Permitting – Building inspections and permit fees (MCC code 9399)

2.4.4 Recreation Fees – Classes, shelter reservations, trips (MCC Code 7999)

2.4.5 Golf Fees – Greens fees and memberships (MCC code 7992)

2.4.6 Library Fees – Overdue book fees, printing and copying fees (MCC code 9399)

2.4.7 Parking – Hourly and daily parking fees (MCC code 7523)

2.5. Payment Locations

The City desires physical card terminals to enable receiving credit card payments in person at the following locations. The City may elect to not implement terminals at all of these locations, or may choose to add additional terminals or locations in the future.

2.5.1 City Hall – Utility Billing Office – 2 terminals

Will accept Utility Billing (water, refuse and sewer)

2.5.2 City Hall – Treasurer's Office – 2 terminals

Will accept Tax (Real estate, personal property, business taxes, meals taxes), Animal Licensing, Parking Tickets, Utility Billing, Miscellaneous receivables

2.5.3 City Hall – Planning & Inspections – 1 terminal

Will accept Building Inspection and Permitting fees

2.5.4 Public Works – Utility Billing Office – 1 terminal

Will accept Utility Billing (water, refuse and sewer)

2.5.5 Parks & Recreation – 1 terminal

Will accept payments for classes, shelters, reservations and trips

2.5.6 Golf Course – 1 terminal

Will accept payments for greens fees and memberships

2.5.7 Library – 2 terminals

Will accept payments for overdue books, printing and copying fees

2.5.8 Gypsy Hill Pool – 1 terminal

Will accept payments for pool admissions

2.5.9 Montgomery Hall Pool – 1 terminal

Will accept payments for pool admissions

2.5.10 Johnson Street Parking Garage – 1 terminal

Will accept payments for daily parking fees

2.5.11 Wharf Parking Lot – 1 terminal

Will accept payments for daily parking fees

2.5.12 Fire Marshal – 1 mobile terminal

Will accept payments for inspections fees and fines

2.6. Transaction Volume

2.6.1 The table below summarizes the total transaction volume potential for transactions utilizing the merchant services.

Payment Type	Total Volume	Transactions	Avg Transaction
Business License	$ 6,087,762	4,467	$ 1,362
Real Estate Tax	$ 11,731,209	12,984	$ 903
Utility Billing	$ 9,413,016	74,787	$ 126
Personal Property	$ 4,380,410	16,523	$ 265
Permits	$ 512,729	1,355	$ 378
Golf Fees	$ 89,500	-	$ 28*
Library Fees	$23,000	-	$ 5*
Pool Fees	$ 42,603	-	$ 3*
Recreation Dept	$ 407,769	1,960	$ 208
Parking Fees	$ 94,000	-	$ 8*
Miscellaneous Fees[1]	$ 979,490	3,632	$ 270

2.6.2 The City currently takes online credit card payments for tax, utility billing and recreation fees. Those collections are included in the table above.

[1] Miscellaneous fees include items such as dog licenses, parking tickets, general billing
* Estimated

Online credit card payments and it is anticipated that those collections will continue with our current merchant services provider and are outside the scope of this RFP.

2.7. Services

2.7.1 The offeror shall support processing of at least MasterCard, VISA, Discover and American Express branded cards. In addition, the City desires to accept debit cards.

2.7.2 The offeror shall be Cardholder Information Security Program (CISP) and Payment Card Industry (PCI) Data Security Standard (DSS) compliant.

2.7.3 The City desires to provide signatureless transactions, not requiring customers to sign receipts.

2.7.4 The proposed solution should return a unique identified or Tokenized card number with each authorization/rejection for all data capture methods so the card number is not required to be stored on City of Staunton applications.

2.7.5 The offeror shall provide an on-line authorization service that is capable of capturing and verifying data necessary to electronically process the card transactions. The service must support separate authorization of each transaction. Batch processing of authorizations is unacceptable. During the authorization process, the offer shall provide authentication services that include Card Validation Value (CVV) and Address Verification System (AVS).

2.7.6 The offeror shall deposit gross payments in the City's account daily.

2.7.7 The offeror shall provide online daily transaction and account reconciliation reports with multiple sorting options.

2.7.8 Any contract awarded pursuant to this RFP solicitation shall be for a base contract period of two (2) years, with contract period extension for up to two (2) additional two (2) year periods upon mutual agreement.

2.7.9 The offeror shall provide hardware and technical support for the readers (at no additional charge) in the case of hardware, transmitting or processing errors that may occur.

2.7.10 The offeror shall provide initial training and ongoing support to assist City staff with process questions as they may arise.

2.7.11 The offeror shall have a mechanism to void or reverse a payment as necessary.

2.8. Rates, Fees and Expenses

2.8.1 The City desires to receive the best available rate with as many transactions as possible being coded with a Qualified Rate Category, or other similar appropriate clearing level designation. The offeror shall provide adequate coding and monitoring procedures to ensure that the appropriate MCC is assigned to transactions.

2.8.2 Special programs that are available to utility and municipal governments for certain payment types such as Visa's Utility Interchange Reimbursement Fee Program, Visa Service Fee or MasterCard Service Fee should be identified.

2.8.3 The City is considering compensation arrangements that are either predicated on convenience fees charged to City customers, or more traditional payment mechanisms in which the City is invoiced for payment. Accordingly, the City is requesting response to propose compensation using both models.

2.8.3.1. Convenience Fee

The contract awarded from this RFP may be at no cost to the City. Contractor compensation will be provided in the form of a convenience fee paid by the customer. The Convenience Fee will be transaction based, either a flat fee or a percentage.

The Convenience Fee would be charged to a customer for the convenience of taking and processing a payment for a City debt. The fee would be charged for a single payment made, regardless of the number of individual City debts or receivables included in the payment. The respondent must propose a Customer Convenience Fee structure that is compliant with MasterCard, Visa, Discover, American Express requirements.

Any Convenience Fee changed to the Customer, if applicable, by the Contractor must be agreed upon by the City and will be pursuant to the Agreement between the City and the Contractor.

2.8.3.2. City Paid Fees

The contract awarded from this RFP may be a direct cost to the City. Contractor compensation will be provided in the form of a per transaction processing fee paid by the City. Graduated or volume discounted pricing may be submitted.

Proposal shall specify the markup rate charged in addition to interchange rates ("interchange plus" model), along with any additional transaction fees. Detailed pricing is requested for credit and debit card processing charges. The City prefers a simplified discount pricing structure. All rates and fees must be listed. Describe how and when the fees apply. The City will not be responsible for paying any fees not specifically listed.

The fees and charges presented shall remain firm for the original term of the agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

- Increases or decreased in all applicable rates, fees and assessments established and levied by MasterCard, Visa, Discover and American Express against all merchant service providers.

Firms must notify the City thirty (30) days prior to the effective date of any change of the non-guaranteed conditions, exclusions or service fee increases or decreases.

2.8.4 Must provide a detailed fee schedule, including any applicable gateway fees, setup fees, monthly account fees, transaction fees for processing and reporting all transactions. Specify all other fees and changes, including, but not limited to, implementation and conversion costs and charge-backs.

2.9. Payments

2.9.1 The offeror is required to initially and directly deposit, immediately or the next banking business day depending on payment type as directed by the City, all payments received on behalf of the City into a City owned bank account.

2.9.2 All payments are to be deposited in whole, without reduction of any kind by the offeror.

2.9.3 The offeror will use City obtained Merchant accounts for any payment processing, as required.

2.9.4 The offeror must reimburse the City for any lost interest when payments to the City are not deposited as required to the designated depository. The lost interest will be calculated based on the average federal funds rate for the period which the deposits were not made.

2.10. Chargebacks and Disputed Transactions

The offeror must describe the following information as related to chargebacks and disputed transactions

2.10.1 The resolution process to be followed including, identifying the role of each entity involved in the process and required timeframes for responding to requests.

2.10.2 The steps involved in handling a disputed transaction. The outline must reflect the actions and responsibilities of the card holder, card issuer, accepting financial institution, the offeror and the City.

2.10.3 The extent to which the City could develop a list of items that could not be charged back (ie: tax payments, utility payments).

2.10.4 The circumstances under which the City will be charged a research fee.

2.11. Reporting

2.11.1 Provide web-based online resource for retrieving, reviewing, printing and downloading transactions and settlement data, chargebacks and billing.

2.11.2 Provide online daily transaction and account reconciliation reports by major credit card and by Merchant ID.

2.11.3 Have the ability to provide multiple users access to on-line reporting.

2.11.4 The following reporting information shall be available within the web-based reporting tool:

- Transaction ID
- Transaction amount
- MID where collected
- Authorization number
- A minimum of 2 City defined fields

2.11.5 Samples of standard reports shall be included in the offerors proposal. These reports should include samples of at least:

- Captured and settled transactions by MID detailed by transaction
- Authorization – detail and summary
- Chargeback and Retrievals
- Disputed Card items

2.11.6 The offeror shall conduct at least one annual business analysis of services provided to the City with the goal of optimizing and improving the utilization of such services. The report shall include annual transaction volume by Merchant ID and/or by data capture method on the City's fiscal year (July 1 through June 30) and the amount of revenues paid by the Contractor by Merchant ID for the fiscal year. Other pertinent statistics shall be reported including but not limited to the number of Merchant IDs, average ticket size, mid of card types, effective interchange rates, etc. This report shall be provided within sixty (60) days after the City's fiscal year end.

2.12. Offeror requirements

2.12.1 Offerors shall submit a definitive description of the resources available or other pertinent information to demonstrate their ability to perform the requested services.

2.12.2 An offeror shall affirm that it meets all Payment Card Industry (PCI) Data Security Standard (DSS) standards and that it is authorized by the appropriate associations, networks and other necessary organizations to provide financial services processing for credit/charge cards and debit cards. This includes listing on the Visa Global Registry of Service Providers and/or Mastercard SDP Compliant Registry.

2.13. Proposal Requirements

2.13.1 Proposals shall include line item pricing for components included in the configuration.

2.13.2 Any optional or additional configuration suggestions may be proposed but should be identified as optional with separate line item pricing.

2.13.3 Proposals should be comprehensive and detailed to provide the following:

- Overview of your company
- Overview of how you will meet our objectives
- Proposed timeline from kickoff to launch
- Copy of the respondents Merchant Agreement
- Details about your team
- Details regarding your ability to support the proposed solution
- References
- Any key differentiators about your company or process
- Terms & conditions

SECTION 3 - GENERAL PROPOSAL REQUIREMENTS

3.1. Competitive Negotiation

The procurement method is competitive negotiation of other than professional services, as defined in the Code of Virginia §2.2-4301. This Request for Proposal indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

The specific requirements for the contents of the proposals are contained in this RFP. Offers are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of the City.

3.2. Indemnification

3.2.1 The offeror agrees to indemnify and hold harmless Staunton and its members of Council, 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 arising out of services performed hereunder or by reason of the intentional or negligence acts or omissions of the offeror, it's employees, agents or sub-contractors, including any independent contractors. The provisions of this section of the Agreement shall survive the completions, terminations or expiration of the Agreement.

3.2.2 At no time shall offeror permit any mechanics or similar liens to attach to Staunton's premises on account of labor or material furnished to offeror or claimed to have been furnished to offeror, in connection with its work hereunder.

3.3. Patent Indemnity

3.3.1 Offeror shall pay all royalty and license fees relating to the items covered hereby. In the event any third party shall claim that the manufacture, use and sales of these goods covered hereby constitutes an infringement of any copyright, trademark or patent, the offeror shall indemnify and hold Staunton and its representatives harmless from any cost, expenses, damage or loss incurred in any manner by Staunton on account of any such alleged infringement.

3.4. Legality

3.4.1 The offeror shall be responsible for obtaining all required City permits at their own expense. These may include building permits and business licenses from the City of Staunton Commissioner of Revenue's office prior to beginning work.

3.4.2 Pursuant to Code of Virginia §2.2-4311.2 subsection B, an offeror or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its offer or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 offer or proposal a statement describing why the offeror is not required to be so authorized.

3.4.3 The successful offeror shall comply in every way with the requirements of state and local laws, codes and ordinances. No claims for additional payment will be approved for changes required to comply with codes, ordinances and regulations in effect on date of offering, since it is the Offeror's responsibility to become familiar with such requirements before submitting the offer.

3.5. General

3.5.1 Antitrust: By entering into a contract, the offeror conveys, sells, assigns and transfers to Staunton all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Virginia, relating to the particular goods or services purchased or acquired by Staunton under said contract.

3.5.2 Ethics in Public Contracting: By submitting their offers, all offerors certify that their offers are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their offer 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.

3.5.3 Anti-Discrimination: By submitting their offers, all offerors certify to Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Acts as amended, where applicable, and §2.2-4311 of the Virginia Public Procurement Act as follows:

A. During the performance of this contract, the offeror agrees as follows:

1. The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability or other basis prohibited by state law relating to discrimination in employment, except where there is a bonafide occupational qualification reasonably necessary to the normal operation of the offeror.

2. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, shall state that such offeror is an equal opportunity employer.

4. 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.

B. The offeror will include the provisions of A above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or offeror.

3.5.4 Drug Free Workplace: During the performance of this contract, the contractor agrees to conform to the provisions of §2.2-4312 of the Virginia Procurement Act, to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-fee workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or offeror. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.5.5 Immigration and Reform Act: During the performance of this contract, offeror agrees that they will not, and shall now knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1869. (per §2.2-4311.1)

3.5.6 Debarment Status: By submitting their offers, all offerors certify that they are not currently debarred from submitting offers on contracts by any agency of the State of Virginia or the City of Staunton, nor are they an agent of any person or entity that is currently debarred from submitting offers on contracts by any agency of the State of Virginia or the City of Staunton.

3.5.7 Applicable Law and Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Virginia and any litigation with respect thereto shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia. The contractor shall comply with applicable Federal, State and local laws and regulations.

3.5.8 Appropriations: 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 contractor may terminate this contract by giving not less than ten (10) days prior notice to the other, specifying the reason for the termination and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

3.5.9 Prompt Payment Act: Any contract awarded as a result of this Request for Proposal shall incorporate the terms and conditions of Article 4 of the Virginia Procurement Act with respect to Prompt Payment.

3.5.10 Qualifications of offerors: Staunton may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work/furnish the item(s) and the offeror shall furnish to Staunton all such information and data for this purpose as may be requested.

3.5.11 Physical Inspection: Staunton reserves the right to inspect offeror's physical plant prior to award to satisfy questions regarding the offeror's capabilities. Staunton further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offeror fails to satisfy Staunton that such offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

3.6. Insurance

3.6.1 Contractor and all subcontractors shall agree to provide Staunton a copy of their General Liability, Vehicle Liability and Worker's Compensation Insurance prior to beginning work. Insurance shall be in the amounts not less than $2,000,000, $500,000 and $500,000 respectively and shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City as an additional insured.

3.6.2 Proof of Insurance Coverage:

1. The Contractor shall furnish Staunton with the required certificates of insurance showing the type, amount, effective dates and date of expiration of the policies.

2. The required certificates of insurance shall contain substantially the following statement: "Prior to the cancellation of the above- described policies before the expiration date thereof, the issuing insurer shall mail 10 days notice of the impending cancellation to the certificate holder."

3.6.3 The risk of loss of, or damage to, the System purchased hereunder, whether or not covered by insurance, shall be with offeror until complete acceptance is received in writing from Staunton, excepting loss or damage caused by Staunton's negligence.

3.7. Cooperative Procurement

3.7.1 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 contact may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

3.8. Offeror Requirements

3.8.1 Each offeror is required to furnish a client reference list, showing at least three (3) customers presently using the system or similar services as being proposed. These customers should be similar in function and character to Staunton and at least one (1) must be within the State of Virginia. This reference list shall include the following information:

A. Name and position of the customer contact

B. Telephone number

C. Address

D. Installation date or approximate time since the system was installed

3.9. Clarification of Offers

3.9.1 Prior to acceptance of any offer and negotiation of contract with any offeror any or all offerors may be contacted for additional information, pricing or discussion of their proposed System.

3.10. Technical References and Brochures

3.10.1 Each offeror is required to include all pertinent technical information, such as brochures, system specifications, etc. in all offers, along with a statement that these publications may be made a part of a subsequent contract.

3.11. Associated Costs

3.11.1 Unless otherwise arranged, the offeror awarded the contract shall provide and be financially responsible for all equipment, tools, labor, transportation, supervision and any other facilities necessary for completion of the installation, including freight and delivery charges.

3.11.2 The work will be deemed ready for acceptance when all items of equipment and software are installed and working in their proper locations, when all contracted features are operating properly and upon written assurances from Staunton that the system is working as contracted.

3.12. Offeror Coordinators

3.12.1 Each proposal <u>must</u> contain:

A. Name, address, telephone numbers and e-mail address of party preparing offer.

B. Name, address, telephone numbers and e-mail address of supervisor of party preparing offer.

C. Name, address, telephone numbers and e-mail address of technician familiar with offer.

3.13. Interpretation or Correction of Specifications

3.13.1 Offerors shall promptly notify Staunton of any ambiguity, inconsistency or error that they may discover upon examination of this Request for Proposal.

3.13.2 Any correction or change to the Request for Proposal will be made by an addendum to these Specifications. Interpretation, corrections or changes made to the Specifications in any other manner will not be binding, and offerors should not rely upon such interpretations, corrections or changes.

3.14. Workmanship

3.14.1 Offeror agrees to repair or replace all material, equipment or construction work furnished or performed by offeror in which failure in any respect is discovered and communicated to the successful offeror during the progress of the work or within one year from the date of acceptance of the work as a whole.

3.14.2 Each offeror shall cooperate and coordinate with any other offeror, contractor, public carrier, et cetera, whose work has any connection with its work, to ensure proper fitting and a workmanlike job. Relationships with such parties shall be the sole responsibility of the offeror.

3.14.3 All materials furnished and all work performed by the offeror shall be of best quality workmanship and material, be free from faulty design and be of sufficient size and capacity to fulfill all aspects of the operating conditions specified in these Specifications.

3.15. Publicity

3.15.1 Any publicity referring to this project, whether it be a brochure, photographic coverage, press release or a verbal announcement, shall be allowed only with the specific, written permission from Staunton.

3.16. Inquiries

3.16.1 Questions regarding administrative aspects of this Request for Proposal package should be addressed in writing to:

Chad M. Horvat, Finance Business Manager
E-mail: horvatcm@ci.staunton.va.us

Questions regarding technical aspects of this Request for Proposal package should be addressed in writing to:

Kurt Plowman, Chief Technology Officer
Telephone – 540.332.3824
E-mail: plowmanks@ci.staunton.va.us