

Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment



THE PLACE TO BE.
CHRISTIANSBURG VA

RFP No: 20-0015

Solicitation Due Date: January 9, 2020

Time: 4:00 p.m. (Eastern Time)

All Proposals must be received by the Town of Christiansburg (Town) by the date and time cited above. It shall be the Respondent's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the Town website

<https://www.christiansburg.org/bids.aspx> or the eVA website <https://www.eva.virginia.gov/index.html>.

Should you experience problems downloading the solicitation, contact the Town's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com).

All questions concerning the RFP **must** be submitted via email only, to the Town's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com), as identified within this solicitation in [Section 1.8](#). Communications with Town staff may disqualify you from the evaluation process.

Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document "Town of Christiansburg ERP RFP – Attachment A.docx")

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet "Town of Christiansburg ERP RFP – Attachment B.xlsx")

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet "Town of Christiansburg ERP RFP – Attachment C1.xlsx")

Attachment C2 – Cost Narrative

(See MS Word document "Town of Christiansburg ERP RFP – Attachment C2.docx")



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1 RFP Introduction and Background

1.1 Introduction

The Town of Christiansburg (Town) is soliciting Proposals from Respondents capable of satisfying the needs for software and professional services to implement a new software systems environment to address the Town's needs related to Enterprise Resource Planning (ERP).

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondents
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the Town's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP
- Establishes a performance standard for the selected Respondent

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

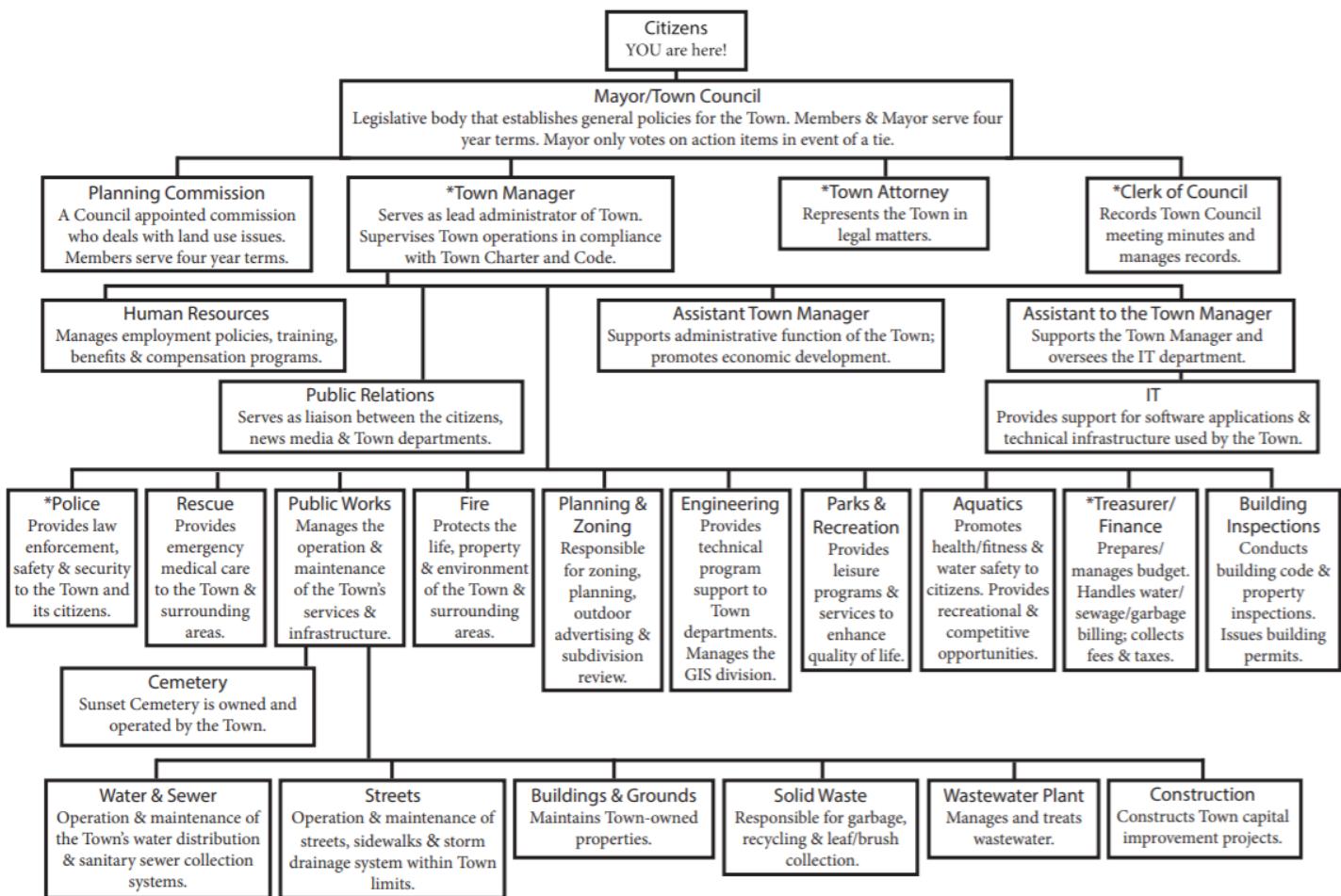
1.2 About The Town of Christiansburg

Originally a concentration of taverns and rest stops along the Great Wilderness Road (now U.S. Route 11); the Town of Christiansburg was established in 1792 and incorporated in 1833. Since then, Christiansburg has grown to over 14 square miles of the New River Valley in the Blue Ridge Mountains in the Commonwealth of Virginia. The Town is now home to approximately 23,000 residents and serves as the county seat of Montgomery County.

Christiansburg Town Council is responsible for establishing policy, taxation, land use and operating budgets for the Town. The Council is comprised of six voting members and a mayor who votes only in the event of a tie. Each member is elected to a four-year term, with three seats open for election every two years in November. The mayor's seat is filled every four years by general election.

The Town of Christiansburg offers water, sewer and solid waste (garbage and recycling) services to its residents. Christiansburg's personal property and real estate taxes are mailed out in November of each year and due by Dec. 5. Town residents are subject to taxation by both the Town and Montgomery County. Taxes on real estate, personal property, mobile homes, machinery tools, furniture/fixtures and computer equipment are assessed by Montgomery County on Jan. 1 for all residents. The Town is proud to provide its residents and visitors with quality services and amenities, including the Christiansburg Recreation Center, to which all residents receive free memberships; the Christiansburg Aquatic Center, a state-of-the-art aquatics facility; and the Huckleberry Trail, an eight-mile paved path that connects Christiansburg with the neighboring town of Blacksburg. The Town's police, fire and rescue departments are also consistently recognized for their excellence.

The Town's fiscal year starts on July 1st and ends on June 30th. Budget revenues are identified by source.



The following table contains statistics related to the Town. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Town Statistics

No.	Town Area	Statistic
1	Operating Budget	\$60,533,389
2	Population Served	Approx. 23,000
3	Total FTEs	Approx. 300 250 full time with benefits 250 part-time no benefits
4	Fiscal Year	July 1 – June 30

1.3 Project Objectives

The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by Town departments. The Town is planning to replace its current software systems environment with a new system or combination of software systems, and to adopt systems functionality

to support core processes. In doing so, the Town seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:

- Key Objectives and Outcomes:
 - Increase productivity by eliminating redundancy and unnecessary tasks
 - Improve management and public policy decision-making by increasing the ability to analyze data
 - Utilize and manage technology in a cost-effective manner
 - Increase operational effectiveness via improved system training
 - Enhance internal communications through IT and improved business processes
 - Improve the ability to extract data for reporting open data to constituents
 - Prioritize data security with new systems.
 - Enhance the utilization of systems to be more accessible to the public, creating a “24 hour Town Hall”.
- Areas for Improvement in a Future Environment
 - Departments are tracking data external to the GP system, including the use of spreadsheets.
 - Current systems may have underutilized functionality, unavailable functionality, or may not fully meet the needs of the Town.
 - The Town currently lacks a document management system or document management capabilities within enterprise systems.
 - The reporting capabilities of the existing systems are limited.
 - Human Resources processes are primarily manual and paper-based.

In order to address these challenges and others, the Town has initiated a project to adequately plan for, select, and implement a replacement or upgraded Software Systems environment. [Section 2.0 – Project Scope](#), outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s).

The primary objective is to procure, implement, and maintain a system or systems that mitigate the challenges listed above, allow for streamlined collection and processing of information, and to facilitate standardization and timely access to information by maximizing the use of the new software system(s) capabilities.

1.4 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the Town prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the Town and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.



CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the ERP System for the Town.

DAYS – Means calendar days unless otherwise specified.

ENTERPRISE RESOURCE PLANNING SYSTEM (ERP) – Means the financial management and human resource information software system that is described in this RFP and in the Attachments hereto.

PROJECT – The project to configure and implement the ERP System for the Town as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – See “**RESPONDENT**.”

RESPONDENT or **PROPOSER** or **VENDOR** – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or **WORK** – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the Town.

SUBCONTRACTOR or **SUBCONSULTANT** – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the Town.

TOWN – The Town of Christiansburg, Virginia.

TOWN EVALUATION COMMITTEE – The team of Town staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

TOWN PROJECT MANAGER – The person designated by the Town to be the Town Project Manager assigned to act on behalf of the Town during the term of the resulting Contract.

VENDOR – See “**RESPONDENT**.”

1.5 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the Town will follow, which is subject to change at the Town’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.



Table 02: RFP Schedule of Events

Event	Estimated Date
RFP Published	November 26, 2019
Pre-Proposal Vendor Teleconference	December 9, 2019 at 2pm Eastern
Deadline for Questions From Vendors	December 16, 2019 at 4pm Eastern
Deadline for Proposal Submissions	January 9, 2020 at 4pm Eastern
Shortlist Vendors notified	Week of January 20, 2020
Vendor Demonstrations	Week of February 24, 2020

1.6 Prequalification of Vendors and Pre-RFP Demonstrations

The Town has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. During the process of assessing the Town's current environment, and prior to finalizing requirements and specifications for this RFP, the Town invited solution providers to provide a high-level, yet meaningful and beneficial discussion of their products in order to educate staff on the capabilities of modern commercial solutions. A variety of vendors and solutions participated in the educational process as many Town staff have used the legacy systems for years and are not aware of the available solutions in the marketplace and the types of features and functionality that may be available in a more modern solution.

1.7 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the Town Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer's capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.8 Questions and Inquiries

It shall be the responsibility of the Respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP must be submitted **via email only**, to the Town's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com) and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- The Town reserves the right to respond directly to vendors on minor questions and clarifications without posting the question and answers in an addendum.
- Only questions and answers publicly published through Addenda shall be binding.

Respondents shall not contact other Town staff with any questions or inquiries. Unauthorized contact with any personnel of the Town may be cause for rejection of the Respondent's response. The decision to reject a Proposal is solely that of the Town.

1.9 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on December 9, 2019 at 2pm Eastern Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (rdoil@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The Town will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the Town will post online the material questions asked and their respective answers in an addendum.

1.10 Amendments and Addenda

All clarifications, corrections or revisions to this RFP will be documented in an addendum, which will be publicly published to the Town website: <https://www.christiansburg.org/bids.aspx>. Only questions and answers in an addendum shall be considered as part of the RFP. The Town reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The Town will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period.

1.11 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The Town, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Respondents or their representatives to verify the information herein and to determine the full extent of that exposure.



2 Project Scope

2.1 Functional Areas

The following table contains the list of functional areas of the desired future systems environment.

Table 03: Functional Areas

No.	Functional Area	No.	Functional Area
1	General Ledger and Financial Reporting	12	Business Personal Property
2	Budget	13	Tax Billing
3	Purchasing, Bid, and Contract Management	14	Business Licensing
4	Accounts Payable	15	Work Orders and Facility
5	Accounts Receivable and Cash Receipts	16	Utility Billing
6	Project Accounting and Grant Management	17	Plan Development and Engineering
7	Inventory and Fixed Assets	18	Code Enforcement
8	Human Resources, Personnel Management, and Benefit Administration	19	Inspections
9	Time Entry, Attendance, and Payroll	20	Permitting
10	Miscellaneous Tax	21	Asset Management
11	Personal Property	22	Real Estate

The List of Functional and Technical Requirements/Capabilities contained in **Attachment B – Functional and Technical Requirements/Capabilities** contains the detailed functionality the Town requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

The following table contains functional statistics of the Town. These statistics are estimates and are provided for planning purposes only.

Table 04: Functional Area Statistics

No.	Functional Area/Metric	Town Statistic
1	General Ledger	
	Number of Funds	5
	Number of Accounts	2,400
	Chart of Accounts Structure	Fund (2-digit), Department (4-digit), Account (4-digit)
2	Budgeting	
	Operating Budget	\$40-45 million
	Capital Budget	\$20.5 million
3	Purchasing, Bid, and Contract Management	
	Number of Purchase Orders per Year	500
	Number of Contracts per Year	70



No.	Functional Area/Metric	Town Statistic
	Purchasing Structure	Decentralized for purchases up to \$5,000. Purchases over \$5,000 centralized
	Number of purchase cards in use	None Note: 15 credit cards are in use
	Number of active contracts	60
4	Accounts Payable	
	Number of Vendors	Active – 5,000
	Number of AP Invoices Processed per Year	15,000
	Frequency of AP Check Runs and Average Size	Weekly runs approx. 80 cks per run and a monthly run approx. 175 cks per run
	Number of 1099's issued per Year	25
	Number of Payments per Year (via check)	Excluding payroll 7,000
5	AR and Cash Receipts	
	Number of Invoices/Statements per Year	120,000
	Number of Cash Collection Points (including all tender types)	3 main cashiers and 3 at out building locations plus web pay
	Number of Cash Receipts per Year	145,000
6	Project Accounting and Grant Management	
	Number of Active Grants	15
	Number of Active Projects	20
7	Fixed Assets	
	Approximate Value of Fixed Assets	\$180 million
	Fixed Asset Threshold	5,000
8	Inventory	
	Number of Inventory Items Maintained	100
	Primary Listing of Inventory Items	Pipe fittings and safety supplies at Public Works only
9	Time and Attendance	
	Departments using time clocks (current)	All
	Number of employees using time clocks (current)	Punching 340 Scheduling 110
	Departments to use scheduling functionality (future)	All
	Number of employees to use advanced scheduling (e.g. shift bids, minimum coverages) (future)	None
10	Payroll	
	Number of W2's per Year	550



No.	Functional Area/Metric	Town Statistic
	Pay Frequency	Bi-weekly for most, 30 on monthly
11	Human Resources, Personnel Management, and Benefit Administration	
	Number of Full-Time Employees (exempt)	40-50
	Number of Full-Time Employees (non-exempt)	200
	Number of Part-Time Employees	250
	Number of Seasonal Employees	15-20
	Number of Retirees	25
	Number of Applicants per Year	250-400
	Number of Bargaining Units	0
	Number of Benefit Plans	5
	Included in totals above:	
12	Number of Sworn Fire Employees	2 employees 40 volunteers
	Number of Non-Sworn Fire Employees	
	Number of Sworn Police Employees	60
	Number of Non-Sworn Police Employees	5
13	Water	
	Number of Customer Accounts	11,000
	Number of Meter Reading Cycles	12
	Number of Billing Cycles	12
	Number of Routes	20
14	Number of Meters in Service	11,000
	Wastewater	
	Number of Customer Accounts	11,000
15	Sewer Main Mileage	167 miles
	Storm water	
	Number of Customer Accounts	11,000
16	Number of Billing Cycles	12
	Solid Waste Services	
	Number of Customer Accounts	7,500
17	Number of Billing Cycles	12
	Number of Containers	7,750
	Customer Service	
18	Number of Utility Accounts	See above
	Average Daily Receipts (Utility Billing Only)	400 Avg ticket \$90
	Number of Cash Receipting Stations (Registers)	3 in Town hall, 1 each at aquatic and recreation
17	Personal Property Assessment	



No.	Functional Area/Metric	Town Statistic
	Number of Personal Property Accounts	25,600
18	Business Personal Property	
	Number of Business Personal Property Accounts	2,030
19	Tax Billing	
	Total number of Personal Property tax bills sent per year	15,000
20	Total number of Real Estate tax bills sent per year	11,000
	Collections	
21	Number of Past Due Notices Sent (annually)	12,000
	Number of Liens Established (annually)	All delinquents are natural liens 5 for other than real estate taxes generally don't lien PPT
22	Real Estate	
	Number of Tax Parcels	11,000
	Number of Real Estate Accounts	8,000
23	Number of Real Estate Accounts Receiving Tax Relief/Assistance	300
	Miscellaneous Tax	
	Number of Miscellaneous Tax Bills per year (supplemental and corrections)	2,000
24	Business Licensing	
	Number of Licensed Businesses	1,400
25	Plan Development and Engineering	
	Number of Planning & Engineering cases reviewed (annually)	100
26	Permitting	
	Number of Permits Processed (annually)	1,700
	Number of Permit Types	25
27	Inspections	
	Number of Inspections Conducted (annually)	6,300
	Number of Inspection Types	46
28	Code Enforcement	
	Number of Code Compliance Complaints Investigated	200
29	Facility Maintenance	
	Number of Buildings/Facilities maintained	5
	Work Orders	
	Number of Work Orders Completed	6,000

2.2 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

Alternate Proposals:

- Respondents may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more “branded” products that may meet the needs of the Town they are encouraged to separately propose each software package for consideration.
- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the Town to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the Town and the Prime Vendor, and the Prime Vendor be responsible for any contractual relationship with the proposed partner(s).
- Each Vendor engaged in the partnership shall respond to any and all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

Proposers of Subsets of Functionality:

As part of this process the Town will be allowing Respondents to submit point solutions (best of breed), and encourages Respondents to participate in this process in order to consider and evaluate a range of marketplace offerings.

- The Town recognizes that the scope of functionality in this RFP may be met through a combination of systems that specialize on a modular or functional area basis. The Town is willing to consider best-of-breed solutions (“point” solutions).
- The Town has a preference on software solutions that provide for the highest level of fit, and facilitate the exchange of information between any disparate systems.
- Proposers are also encouraged to propose on a subset of functionality if the proposed software cannot provide functionality for all requested modules. Proposers may propose solutions that address a subset of functionality, provided the software is able to address, at a minimum, one of the following areas i-iii:
 - i. Enterprise Resource Planning Systems (Tabs 2-5, 7-10, and 17 of Attachment B)

- ii. Tax and Revenue Systems (Tabs 11-15 and 23 of Attachment B)
- iii. Community Development Systems (Tabs 18-21 of Attachment B)
- iv. Work Orders, Asset Management, and Facilities Maintenance (Tabs 16 and 22 of Attachment B)

This does not preclude vendors from partnering, or addressing more than one of the above (i.-iii.) areas but is rather intended to identify the minimum scope that must be presented in each proposal.

Tab 6 (Accounts Receivable and Cash Receipts) may contain functionality that pertains to each area (i-iii above), and vendors proposing to a subset of functionality shall complete that tab as applicable to the proposed solution.

Vendors responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 24-25 (Interfaces and Data Conversion) of Attachment B.

- The Town will consider proposers of a subset of functionality on the relative merit of the functionality proposed based on the evaluation criteria laid forth in this RFP, and reserves the right to enter into negotiations for one or more proposers in order to achieve a “best-of-breed” solution.
- The Town reserves the right to make one or more awards to competing Offerors for subsets of functionality as a result of this RFP. In the event the Town should make awards to one or more competing Offerors, it shall be expected that additional discussion will take place between the Town and the Offerors to define requirements and an approach to building an integration or interface between the selected systems. In such instance, the Town expects that the Offerors will work together as necessary to develop the necessary integration once one has been identified.
- Vendors responding on a subset of functionality must also respond to Tab 1 (General and Technical) and Tabs 28-29 (Interfaces and Data Conversion) of Attachment B.

2.3 Town and Project Staffing

The Town intends to have functional and technical resources available during Project implementation, though it is noted that the Town does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the Town.

Staffing considerations are a large consideration for the Town in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the Town to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of the Town during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Respondent(s).

Respondents shall clearly indicate in the proposal responses the estimated level of Town resource involvement in the implementation process, in order to allow the Town to perform adequate planning. The Town will utilize the response to Respondents' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the Town develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

The selected vendor(s) will be required to include onsite activities (at Town offices) as part of the system implementation activities, though the Town is open to remote meetings for certain activities subject to prior review and approval.

2.4 Deployment Model

The Town is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The Town wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The Town also recognizes that through this process one or more software solutions may be selected, resulting in differing deployment models. The overall stability, security, and connectivity to solutions – whether on-premise or in the cloud – is important to the Town.

The Town recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. It is well understood among the Town team that a "higher" cost from a SaaS vendor may be equalized by considering these other cost areas when comparing to an on premise deployment. The Town will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the Town, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e. recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g. through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The Town does not have a preference as to a specific hosting location, but does have a preference toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.5 Number of Users

The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**.

- **Departmental (Core/Power) Users:** This category of users includes those Town staff that will interact with the system modules on a regular basis, and conduct core business processes within

the system as power users. Such examples include, but are not limited to: Payroll Clerk, Financial Analyst, Permit Technician, System Support Specialist, etc.)

- **Customer Department Users:** This category of users includes those Town staff that will interact with the system modules as internal customers by either initiating transactions (e.g. entering a payment or entering a requisition), reviewing/approving transactions (e.g. reviewing leave requests, reviewing requisitions entered by a subordinate), or consuming information (e.g. reviewing departmental budget).

Table 05: Number of Users

Functional Area	Departmental (Core/Power) Users	Customer Department Users
General Ledger	16	15
Budgeting	2	15
Purchasing, Bids, and Contract Management	2	10
Accounts Payable	2	15
Accounts Receivable and Cash Receipts	5	5
Fixed Assets and Inventory	2	15
Project Accounting	2	5
Grant Management	4	5
Time and Attendance	7	25
Payroll	3	15
Human Resources, Personnel Management, and Benefit Administration	5	15-25
Utility Billing	5	5
Personal Property	4	5
Business Personal Property	4	5
Tax Billing	4	5
Collections	4	5
Real Estate	4	5
Miscellaneous Tax	7	5
Business Licensing	5	5
Plan Development and Engineering	10	10
Permitting	5	5
Inspections	5	5
Code Enforcement	5	5
Asset Management	5	5
Facility Maintenance	5	5
Work Orders	15	25

It is anticipated that some users will use multiple modules, causing overlap in each functional area. The counts were broken down by functional area to allow Respondents to formulate responses based on each. The Town estimates that:

- The total number of licensed users of the systems on a functional area, or best-of-breed basis, may be around:
 - Enterprise Resource Planning: 16-20 power users, and 20-25 read-only or “occasional” users
 - Tax Systems: 15 power users, and 10 read-only or “occasional” users
 - Community Development and Land Use: 10 power users, and 10 read-only or “occasional” users
 - Work Orders, Asset Management, Facilities Management: 20-25 power users, and 50 read-only or “occasional” users

2.6 Potential Phasing and Target Live Dates

The Town requests that offerors provide potential phase start and target go-live dates in proposal responses per **Attachment A – Proposal Response Forms**, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. The Town recognizes that the start and go-live dates, as well as the phasing structure for the implementation may vary based on the selection of the configuration of solutions selected (e.g. one software solution versus multiple awards or partnerships). A key driver in the overall timelines is the replacement of the Town’s tax solution, and the Town is thus interested in understanding the feasibility of tax functionality being replaced first or in parallel with financial modules.

2.7 Current Applications Environment

The Town government’s primary financial management system is Microsoft Great Plains, and is used to provide the following functions:

Table 06: Microsoft GP Current System Functions

Current System Functions	
1	General ledger
2	Budget
3	Purchasing
4	Accounts payable
5	Accounts Receivable
6	Payroll
7	Utility billing

GovCollect

GovCollect is the Town’s tax collection software and is used to collect real estate taxes, personal property taxes, mobile home taxes, commercial equipment taxes, business taxes, decal fees, , parking tickets, and alarm fees. Tax information is received from the county office in MS Excel, re-formatted, and imported by GovCollect staff. GovCollect does not integrate with GP, requiring manual updates to GP and manual reconciliation between GovCollect and GP.

Other Major Applications

The Town also uses a wide variety of applications to provide capability and functionality in many areas. Many of these applications are listed in Table 07. Further definition of potential interfaces is provided in Attachment B to this RFP.

Table 07: Additional Software Applications

No.	Application	Use/Summary
1	Hyper web	Inventory and work order system some asset management
2	Time Clock Plus	Time and attendance system
3	Iworks	Permitting and inspections
4	ARCC GIS	
5	Active net	Recreation and AQ scheduling programs, registrations and property rentals

On-premise applications are hosted on a Dell R630 server that is connected to a Nimble SAN. The primary server is located in the Town Hall, however, it is also replicated to an offsite location utilizing similar system architecture. Servers are typically replaced every five years.

2.8 Planned and In-Progress Technology Initiatives/Projects

The Town currently has several in-progress or planned technology projects that may potentially impact system and technical standards, or resource availability during the implementation of a new ERP system.

Table 08: Planned and In-Progress Technology Initiatives/Projects

Related Technology Projects		
No.	Project	Description
1	GIS Assessment	Development of a GIS strategic plan
2	Cemetery application upgrade	Database replacement
3	Multifactor authorization	Implementing multifactor authorization for all employees
4	Police department phones system	Migrate the existing phone system to the Mitel system
5	Security improvements	Development of a security strategic plan

2.9 Project Management Documentation

The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide the Town with the following items:

- Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:
 - Objectives
 - Deliverables and Milestones
 - Project Schedule

- Resource Management Processes
- Scope Management Processes
- Schedule Management Processes
- Risk Management Processes
- Quality Management Approach
- Communication Management Approach
- Organizational Change Management Approach
- Status Reporting
- Data Conversion Plan
- Training Plan
- System Interface Plan
- Testing and Quality Assurance Plan
- Pre- and Post-Implementation Support Plan
- System Documentation
- Risk Register

Additional documentation about each Plan may be found in Section VIII of Tab 3, in **Attachment A – Proposal Response Forms** of this RFP.

2.10 Budget

The Town is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected as a result of this process). Budget planning for this initiative is ongoing, and a specific amount for the software and implementation services portion has not yet been determined. A final budget will be programmed based on the results of this RFP and final contract negotiations.

The Town is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.



3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the Town has identified. The Town reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the Town deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent; (ix) the Town of Christiansburg reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest bidder; and/or (x) award the contract without written or oral discussions with any Respondents. The Town may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The Town Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the Town. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the Town based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The Town, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Vendor Shortlist, or any other Respondent. Demonstrations will be conducted at Town offices. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondents. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional Town staff may also be in attendance to observe and provide informal feedback. The Town may elect, at its sole option, not to conduct discussions or demonstrations with respondents.
- c. **Reference Checks:** The Town may employ a process of contacting references provided through Respondents' proposals. This process may include teleconference meetings, web conferences, and in-person meetings with references. The Town reserves the right to conduct reference checks at any point in the evaluation process.
- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the Town. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the Town's best interest.

3.2 Clarification and Discussion of Proposals

The Town may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The Town reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the Town Evaluation Committee, which will best serve the Town business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to Town staff on dates specified in [Table 02](#) or as otherwise requested by the Town if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The Town reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the Town intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The Town hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the Town:

3.3.1 Short-List Identification: The Town intends to utilize the criteria presented in Table 09 following the Evaluation Team's review of Proposals. Each Proposal will be eligible to be awarded up to 100 points at this stage.

Table 09: Short-List Identification Criteria

Criteria	Description	Max Points
Functionality	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The vendor's written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. • The ability for the proposed software to integrate with the Town systems environment. 	30
Technical	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • Alignment of the proposed software to the Town's preferred technical specifications. • The vendor's written response to each Potential Interface. • The level of integration among proposed functional areas. 	15
Approach	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The described approach to implement an enterprise system to achieve the Town's goals and objectives. • The alignment of the proposed implementation timeline to the Town's desired timeline. • The distribution of implementation tasks among Town and vendor teams. • The proposed resources hours among Town and vendor teams. 	30



Criteria	Description	Max Points
	<ul style="list-style-type: none">• The vendor's approach to key implementation tasks including but not limited to data conversion, testing, and training.• The vendor's planned ongoing support and maintenance services.	
Vendor Experience	This criterion considers but is not limited to the following: <ul style="list-style-type: none">• The vendor's experience delivering the services requested in the RFP.• The vendor's experience with similar implementations for comparable organizations.• The vendor's experience deploying comparable interfaces to the Town's related applications.	15
Proposed Staff Experience	This criterion considers but is not limited to the following: <ul style="list-style-type: none">• The experience of named staff delivering services requested in the RFP.• The experience of named staff with similar implementations for comparable organizations.• The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.	10

3.3.2 Finalists Identification: The Town intends to utilize the criteria presented in Table 10 following the demonstrations by Short-List vendors. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 10: Finalist Identification Criteria

Criteria	Description	Max Points
Functionality Demonstrated	This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes.	15
Technical Capabilities	This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.	5
Approach Discussion	This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions.	5
Experience Discussion	This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.	5

3.3.3 Preferred Vendor Identification: The Town intends to utilize the criteria presented in Table 11 following the completion of reference checks and any site visit. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 11: Preferred Vendor Identification Criteria

Criteria	Description	Max Points
Comparable References	This criterion considers the relevance of references related to organization size, comparable scope, similar software version, and deployment model.	10
Reference Feedback	This criterion considers the feedback received from references related to the vendor's performance in the implementation including meeting project objectives	20



Criteria	Description	Max Points
	and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.	

3.3.4 Cost Point Allocation: The Town will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing determined by the Evaluation Team. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO). Each Proposal will be eligible to be awarded up to 40 points for cost.

Table 12: Cost Point Criteria

Criteria	Description	Max Points
Cost	This criterion considers, as applicable, the price of the software license/subscription schedule, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers. In evaluating cost, the Town will evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. The Town reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations. Vendors of point solutions will be compared against other proposals for the respective functional area group.	40

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the Town. This RFP does not constitute an offer or a contract with any Respondent or other party. The Town reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the Town or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The Town may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The Town further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the Town reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The Town also reserves the right to refrain from making an award if it determines it to be in its best interest. The Town reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The Town reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The Town reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the Town.



3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.



4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Respondents submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Respondent to submit its Proposal to the Town before the closing deadline. Late Proposals will not be allowed.
2. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 13: Proposal Mailing Addresses

Mailing Address
Town of Christiansburg Attn: Val Tweedie 100 E Main Street Christiansburg, VA 24073

3. **Hard Copy Proposals:** Respondents shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original.", and seven (7) versions clearly marked "Copy". Technical Proposals shall not include extraneous marketing materials.
4. **Email Proposals:** No emails will be accepted for proposal submission.
5. **Electronic Media Proposal File Formats and Naming:** Respondents shall submit along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive, CD). The following table provides the required file formats and naming conventions for the electronic media files.

Table 14: Proposal Naming and File Formats

Proposal Section	Recommended File Naming Convention	Required File Format
Technical Proposal (Inclusive of Attachments A & B, and any Appendices)	"(Proposer Name)" Technical Proposal	Searchable Adobe PDF
Price Proposal (Inclusive of Attachments C1 and C2, Respondent's Standard Travel and Expense Policy, and any Appendices)	"(Proposer Name)" Price Proposal	Searchable Adobe PDF
Attachment B	"(Proposer Name) Proposal Response to Attachment B"	Microsoft Excel
Attachment C1	"(Proposer Name) Proposal Response to Attachment C1"	Microsoft Excel



Any additional documentation provided shall be provided as:	"(Proposer Name) Supplement A – (Supplement Document Title)."	Searchable Adobe PDF
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6. Amendment of Proposals: Respondents may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Respondent has previously submitted a Proposal in response to this RFP, the Respondent shall notify the Town via email of the need to submit an amendment, and clearly outline the reasons in writing. No amendments will be accepted after the deadline unless they are in response to a request of the Town.

4.2 Technical Proposal Organization Guidelines

Respondents are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The Town expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.**

The following table contains the organization guidelines for Proposal responses.

Table 15: Technical Proposal Organization Guidelines

Proposal Tab No.	Technical Proposal Section
Tab 1	Company Introduction
Tab 2	Software Solution
Tab 3	Project Approach and Implementation Methodology
Tab 4	Key Proposed Personnel and Team Organization
Tab 5	Project Schedule
Tab 6	Functional and Technical Requirements Response
Tab 7	System and Application Architecture
Tab 8	Data Conversion Plan
Tab 9	Software Hosting
Tab 10	Testing and Quality Assurance Plan
Tab 11	Training Plan
Tab 12	Ownership of Deliverables
Tab 13	References
Tab 14	Response to Narrative Questions
Tab 15	Sample Contracts, Warranty, and Escrow
Tab 16	Exceptions to Project Scope and Contract Terms

4.3 Content for Tabs 1 – 16

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project.

Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section.

a) Tabs 1 – 5 and 7 – 16

These tabs are to include the Proposers response as detailed in **Attachment A – Proposal Response Forms**, including any supplemental attachments or documents identified in **Attachment A – Proposal Response Forms**. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 16).

b) Tab 6

This tab is to include Proposer's response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are required to use the following legend for completing Attachment B – Functional and Technical Requirements/Capabilities.

When providing responses to the requirements in Attachment B – Functional and Technical Requirements/Capabilities, Proposer shall use the response indicators contained in the following table.

Proposers are instructed to enter only one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (e.g., C/T) will be treated as a response of "N" feature/function not provided.

If a Proposer is not proposing on certain functionality, a response of "No Bid" shall be provided for all applicable areas. A response of "No Bid" should not be used as a replacement for an "N" response.

Table 16: Requirements Response Indicators

Indicator	Definition	Instruction
S	Standard: Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Vendors in accordance with agreed-upon configuration planning with the Town.	Respondents are encouraged, but not required, to provide additional information in the Comments column to further demonstrate the system's ability to meet the requirement.
F	Future: Feature/Function will be available in a future software release available to the Town by July 1, 2020, at which point it will be implemented in accordance with agreed-upon configuration planning with the Town.	If a response indicator of "F" is provided for a requirement that will be met in a future software release, the Respondent shall indicate the planned release version, as well as the time the release will be generally available.
C	Customization: Feature/Function is not included in the current software release, and is not planned to be a	If a response indicator of "C" is provided for a requirement that will be met through a custom



Indicator	Definition	Instruction
	part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet.	modification, the Respondent shall indicate the cost of such a modification.
T	Third Party: Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified.	If a response indicator of "T" is provided for a requirement that will be met by integration with a third-party system, the Respondent shall identify this third-party system and include a cost proposal to secure this system.
N	No: Feature/Function cannot be provided.	N/A

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal as identified in Table 13.

4.4 Price Proposal

The Respondent's Price Proposal shall consist of three sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets.** Respondents shall not modify the worksheets in any way.
2. The Respondent's standard travel and expense policy.
3. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative.**



5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

5.1 Precedence of Terms

The following General Terms and Conditions ANTI-DISCRIMINATION, ANTITRUST, APPLICABLE LAWS AND COURTS, CLARIFICATION OF TERMS, DEBARMENT STATUS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, MANDATORY USE OF TOWN FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

GENERAL TERMS AND CONDITIONS

5.2 Anti-Discrimination

By submitting their bids/proposals, bidders/proposers certify to the Town of Christiansburg that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1 and 2 below apply:

- (1) During the performance of this contract, the contractor agrees as follows:
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (b) 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.
 - (c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

(2) The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

5.3 Anti-Trust

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Town of Christiansburg 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 Town of Christiansburg under said contract.

5.4 Applicable Laws and Courts

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Montgomery County, Virginia. The Contractor shall comply with federal, state, local laws, and regulations.

5.5 Debarment Status

By submitting their bids/proposals, bidders/proposers certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids/proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.6 Ethics in Public Contracting

By submitting their bids/proposals, bidders/proposers certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/proposer, supplier, manufacturer or subcontractor in connection with their bid/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.

5.7 Immigration Reform and Control Act of 1986

By submitting their bids/proposals, bidders/ proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

5.8 Mandatory use of Town Form and Terms and Conditions

Failure to submit a proposal on the official Town of Christiansburg form, if provided for that purpose, shall be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposal may be cause for rejection of the proposal; however, the Town of Christiansburg reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal as nonresponsive. As a precondition to its acceptance, the Town of Christiansburg may, in its sole discretion, request that the proposer withdraw or modify nonresponsive portions of a proposal which does not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.



5.9 Payment

1) To Prime Contractor:

- a) Invoices for items 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 Town of Christiansburg or state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
- c) All goods or services provided under this contract or purchase order, that 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.
- d) 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.
- e) **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 Town of Christiansburg 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2) To Subcontractors:

- a) A contractor awarded a contract under this solicitation is hereby obligated:
 - i) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Town of Christiansburg for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii) Notify the Town of Christiansburg and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b) The contractor 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 contractor that remain unpaid seven (7) days following receipt of payment from the Town of Christiansburg, 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Town of Christiansburg.

SPECIAL TERMS AND CONDITIONS

5.10 Assignment of Contract

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Town of Christiansburg.

5.11 Availability of Funds

It is understood and agreed between the parties herein that the Town of Christiansburg shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

5.12 Bid/Proposal Pricing

The Bid/Proposal price shall be an all-inclusive price to deliver the specified goods and/or services FOB Destination to the address specified address per the specifications. Invoices must be itemized and will be paid at the unit price in the proposal. The Town will not accept or pay for additional line items such as freight, shipping and handling, delivery, downtime, equipment, lost time due to inclement weather or any other charges additional to the unit prices quoted in the Bid/Proposal.

5.13 Changes to the Contract

Changes can be made to the contract in any of the following ways:

- 1) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- 2) The Town of Christiansburg may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Town of Christiansburg a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Town of Christiansburg's right to audit the



contractor's records and/or to determine the correct number of units independently; or

- c) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Town of Christiansburg with all vouchers and records of expenses incurred and savings realized. The Town of Christiansburg shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Town of Christiansburg within thirty (30) days from the date of receipt of the written order from the Town of Christiansburg. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Town of Christiansburg or with the performance of the contract generally.

5.14 Claims

Contractual claims, whether for money or other relief, shall be submitted in writing to the Town Manager, Town of Christiansburg Office of the Town Manager, 100 East Main Street, Christiansburg, VA 24073, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Town Manager's decision on the claim, unless that office fails to render such decision within thirty (30) days. Failure of the Town to render a decision within thirty (30) days shall not result in the contractor being awarded the relief claimed or in any other relief or penalty. The sole remedy for the Town's failure to render a decision within thirty (30) days shall be the contractor's right to institute immediate legal action. The decision of the Town Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision of the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.

5.15 Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Town of Christiansburg, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Christiansburg may have. In addition, the Town of Christiansburg reserves the right to cancel any orders placed that are not delivered by the date specified in the Invitation for Proposal.



5.16 Drug-Free Workplace

During the performance of this contract, the contractor agrees 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-free 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 vendor.

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.

5.17 Indemnification

Contractor agrees to indemnify, defend, and hold harmless the Town of Christiansburg its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any kind or nature of services furnished by the contractor or contractor's use of any materials, goods, or equipment of any kind or nature, provided that such liability is not attributable to the sole negligence of the Town of Christiansburg.

5.18 Nondiscrimination of Contractors

A bidder, proposer, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

5.19 Public Notice of Award

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Town of Christiansburg will publicly post such notice on the Town of Christiansburg website (www.christiansburg.org) if the amount of the transaction is \$30,000 or more. Award information may also be obtained by contacting the buyer whose name appears on this solicitation.

5.20 Qualification of Bidders/Proposers

The Town of Christiansburg may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/proposer to perform the services/furnish the goods and the bidder/proposer shall furnish to the Town of Christiansburg all such information and data for this purpose as may be requested. The Town of Christiansburg reserves the right to inspect bidder's/proposer's physical facilities prior to award to satisfy questions regarding the bidder/proposer's capabilities. The Town of Christiansburg further reserves the right to reject any (bid/proposal) if the

evidence submitted by, or investigations of, such bidder/proposer fails to satisfy the Town of Christiansburg that such bidder/proposer is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

5.21 Supremacy Clause

Notwithstanding any provision in the bidder's/proposer's response to the contrary, the bidder/proposer agrees that the terms and conditions contained in the Town of Christiansburg's IFB/RFP prevail over contrary terms and conditions contained in the bidder's/proposer's response.

5.22 Taxes

Sales to the Town of Christiansburg are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

5.23 Transportation and Packaging

By submitting their bids/proposals, all bidders/proposers certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

5.24 Testing and Inspection

The Town of Christiansburg reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5.25 Use of Brand Names

Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict proposers to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Town to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bids only the information furnished with the bids will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal nonresponsive. Unless the bidder/proposer clearly indicates in its bid/proposal that the product offered is an equivalent product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

5.26 Termination

- 1) The Town may terminate this contract with or without cause by giving contractor a thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of the thirty (30) day period, contractor shall discontinue all services in connection with the performance of this contract and shall proceed to cancel promptly all related third party contracts. Termination of the Contract by the Town pursuant to this paragraph shall terminate all of the Town's obligations hereunder and

no charges, penalties or other costs shall be due contractor except for compensation of work timely and satisfactorily completed.

- 2) In addition to the Town's right of termination, either party may terminate this contract in the event the other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this contract, provided that unless otherwise provided in this contract, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of a written notice of default. The notice of default shall state the party's intent to terminate the contract if the default is not cured within a specified time period.
- 3) **Appropriation Approval.** Contractor acknowledges that the Town's performance and obligation to pay under this contract is contingent upon annual appropriation by Town Council. Contractor agrees that in the event that such appropriation is not forthcoming, the Town may terminate this contract and no charges, penalties, or other costs shall be assessed.

5.27 Audit

Contractor will retain all records related to this contract for 5 years after final payment or until audited by the Town, whichever comes first. The Town may inspect these records upon reasonable notice to Contractor.

5.28 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.29 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the Town and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the Town deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the financial information software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the Town, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

5.30 Contract Approval

The Town's obligation will commence only following the Town Board's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the Town may set a different starting date for the Contract. The Town will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the Town.

5.31 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process Town data within the continental United States. If applicable to the Contract, the Contractor shall back up all Town data daily to an offsite hardened facility.

5.32 Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the Town, after a good-faith effort, cannot come to terms; then

The Town may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the Town may, at its sole discretion, terminate negotiations with any or all Respondents.

5.33 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions ("force majeure").

If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.34 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.35 Ownership of Data and Transition

Any and all Town data stored on the Contractor's servers or within the Contractors custody, is the sole property of the Town. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Town data in any manner, or provide to any entity or person outside of the Town without the express written authorization of the Town.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the Town;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Town may direct, for orderly completion and transition; and
- c. Make available to the Town, at no cost, all Town data stored within the system, stored on the Contractor's servicers, or within the Contractor's custody, within fifteen (15) days of termination or Town request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Town shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.36 Patents and Copyrights

The successful vendor agrees to protect the Town from claims involving infringements of patents and/or copyrights.

5.37 Performance Review

The Respondent may be required to meet with the Town Project Manager not less than once per quarter to conduct a performance review of the Respondent. These meetings will be either in person at Town offices, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.38 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the Town shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the Town deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner. The Town reserves the right to interview key personnel (project manager, consulting/training staff, etc.) prior to assignment.

5.39 Policy Compliance

The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the Town policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on Town property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the Town.

5.40 Rights of Use

The Contractor agrees that the Town will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.



5.41 Software Upgrades

The Town shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the Town so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

5.42 Town Property

The use of any and all Town property by Contractor or its agents must be approved in advance by the Town.

5.43 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the Town, and their respective employees, officers, members, directors and partners; The Town's Representatives and its employees, officers, members, directors and partners; and the Town, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents. Submission of proposal indicates Respondent's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.