



**City of Buena Vista  
Request for Proposals:  
Voice Over IP (VOIP) Telephone Solutions  
RFP # 2026-02-001**

**Issue Date: February 19<sup>th</sup>, 2026**

***Issuing Department:  
Department of Community Development  
ATTN: Tom Roberts  
2039 Sycamore Avenue  
Buena Vista, VA 24416***

**Proposal Responses Due:  
2:00 PM EST on March 18<sup>th</sup>, 2026**



1. **INTRODUCTION:** The City of Buena Vista, Virginia (the “City”), is requesting sealed proposals from qualified firms or individuals to submit proposals for a new Voice Over Internet Protocol (VOIP) telephone system, to replace existing Plain Old Telephone Service (POTS) at several City facilities.

**2. GENERAL**

2.1. Background: City of Buena Vista is a rural City located in the southern Shenandoah Valley about 60 miles north of Roanoke, Virginia. The City is approximately 6 square miles in size with a 2020 census population of 6,800.

2.1.1. Internet for the City facilities within the scope is provided by Virginia Technology Services (VTS).

2.1.2. All off-site locations from the City of Buena Vista City Hall / Courthouse (City Hall) are interconnected over a Metro Ethernet (MetroE) Wide Area Network (WAN). The Administration Building is on a Public Branch Exchange (PBX) system. The other locations use POTS lines provided by Brightspeed.

2.2. Timeline

2.2.1. Request for Proposal (“RFP”) Issued: Thursday, February 19<sup>th</sup>, 2026

2.2.2. All questions are due to the Director of Community Development, Tom Roberts, in writing by Monday, March 9<sup>th</sup>, 2026, by 2:00pm to [troberts@bvcity.org](mailto:troberts@bvcity.org). The City will strive to answer all questions by close of business Thursday March 12<sup>th</sup> 2026.

2.2.3. All proposals are to be received by Wednesday, March 18<sup>th</sup>, 2026, by 2:00 p.m. eastern standard time.

**3. SCOPE OF SERVICES**

3.1. Project Objectives: The City of Buena Vista is replacing the current telephone system at the City Hall, Commonwealth Attorney’s Office (“Commonwealth Attorney”), and City of Buena Vista Public Works office (“Public Works”) locations with a modern, unified, and scalable system. This system must have the capacity to onboard additional direct inward dial (DID) numbers, extensions, and off-site locations in the future under the contract awarded to the successful proposer. The City will consider all VOIP proposals, but prefers a Cloud Hosted Solution as the ultimate goal for the City in implementing a VOIP system to achieve savings in both cost and personnel time.

3.2. Project Overview: The City desires a separate or combined solution(s) that can provide inter-connection between the City Hall, Commonwealth Attorney, and Public Works, as well as the capability to scale to additional locations in the future. The scope of this request is for telephones (required), telephone service (required), existing telephone number transfer (required), network equipment (if required), network cabling (if required), software (if any), warranty, a preventative maintenance agreement, on call

services plan, and end-user and administrative training. Existing Fax lines will not be converted to VoIP at this time, but may be in the future.

### 3.3. Current Environment

3.3.1. The City of Buena Vista City Hall/Courthouse Building currently has a Nippon Electric Company (NEC) DSX80 PBX system supporting approximately 45 employees. All phones are connected through Plain Old Telephone (POTS) lines with Brightspeed (formerly Centurylink) as the Incumbent Local Exchange Carrier (ILEC) phone line provider. The City Hall is on a 150/50 mbps fiber-optic connection for internet traffic. The Local Area Network (LAN) is behind a Cisco Meraki MX67 firewall, with Netgear 4100 series Power Over Ethernet (POE) switches. City Hall has installed new ethernet Cat6 wiring for the VOIP system. No additional wiring is anticipated.

3.3.2. The Public Works and Commonwealth Attorney offices are located in different buildings, and are in the same MetroE WAN as City Hall. These locations are on the same LAN as City Hall. Each of these entity's LAN's utilize POE switching. All phones are currently connected through POTS. All phone numbers are POTS lines with Brightspeed as the ILEC phone provider.

3.4. All current phone numbers deemed necessary by the City for operations, excepting existing Fax numbers, must be ported to the new system. Some numbers currently assigned to the City will no longer be needed.

3.5. General System Features: System should have the following features. Identify any features not available for evaluation during selection process.

3.5.1. End-user interface for configuring devices

3.5.2. Integrated Corporate Directory

3.5.3. Programmable Auto-Attendants (potential solutions may include the following)

3.5.4. Multibranch integration

3.5.5. Play prerecorded messages (i.e., address, hours, promotions, etc.)

3.5.6. Dial by extension

3.5.7. Transfer to ring group

3.5.8. Transfer to operator (typically "0")

3.5.9. Transfer to voicemail

3.5.10. Dial by name

3.5.11. Employee Directory

3.5.12. Repeat menu

- 3.5.13. Exit
- 3.5.14. 3-digit extension dialing
- 3.5.15. Hunt Groups
- 3.5.16. Programmable Call Queue
- 3.5.17. Failover for extensions
- 3.5.18. Announcement Line
- 3.5.19. Reporting by tag, extension, hunt group including
- 3.5.20. Tag/department/extension
- 3.5.21. Number of calls incoming
- 3.5.22. Number of calls outgoing
- 3.5.23. Billable numbers dialed
- 3.5.24. Configurable day/night mode for Hunt Groups
- 3.5.25. Programmable Call Flow
- 3.5.26. Always on and On-demand Call Recording
- 3.5.27. Ability to have electronic bill presentment broken down by department and/or extension, billable charges by extension, hunt group, or Direct Inward Dial (DID)
- 3.5.28. Capability to replace an extension with a spare phone
- 3.5.29. Provide a range of phone types with the capability of supporting the existence of the following:
- 3.5.30. IP phone (ex., Gigabit IP phone with built-in two port switch)
- 3.5.31. Digital phone
- 3.5.32. Soft phone (including cell phone app)
- 3.5.33. Conference phones
- 3.5.34. Programmable hold music/message by department, Hunt Group, or extension
- 3.5.35. Ability to block certain toll calls
- 3.5.36. Ability to block nuisance callers
- 3.5.37. Ability to route specific incoming calls to an extension
- 3.5.38. Ability to page a Hunt Group or all extensions
- 3.5.39. Overhead paging interface

- 3.5.40. Incoming Fax to e-mail
- 3.6. Voicemail Features: Voicemail system should have the following features. Identify any features not available for evaluation during selection process.
  - 3.6.1. Time and Date of call
  - 3.6.2. Extension or number of callers
  - 3.6.3. Message
  - 3.6.4. Save message
  - 3.6.5. Delete message
  - 3.6.6. Forward/copy message to extension
  - 3.6.7. Forward/copy message to multiple extensions
  - 3.6.8. Text notification to recipient
  - 3.6.9. Voicemail forward/copy to e-mail
  - 3.6.10. Remote voicemail retrieval
  - 3.6.11. Remote voicemail message updating (e.g., office closings)
- 3.7. Per Extension Features: Each extension should have the following features. Identify any features not available for evaluation during selection process.
  - 3.7.1. Call Hold
  - 3.7.2. Do not Disturb
  - 3.7.3. Call Pickup from Extension
  - 3.7.4. Call Pickup from Hunt Group
  - 3.7.5. Call Waiting
  - 3.7.6. Call Transfer
  - 3.7.7. Call Forward All
  - 3.7.8. Call Forward Busy
  - 3.7.9. Call Forward No Answer
  - 3.7.10. Voicemail
  - 3.7.11. Distinctive Ring
  - 3.7.12. Unique 3-digit extension
  - 3.7.13. Enhanced 911 Address

- 3.7.14. DID number and/or Hunt Group number
- 3.7.15. Extension Monitoring by Light/Display
- 3.7.16. Incoming Message/Voicemail Light/Display
- 3.7.17. AutoDial
- 3.7.18. Caller ID
- 3.7.19. Three Way Calling
- 3.7.20. Follow Me
- 3.7.21. Speed Dial
- 3.7.22. Memory Buttons
- 3.7.23. Redial
- 3.7.24. Busy Redial
- 3.7.25. Password or Other Restrictions for Billable Long Distance
- 3.7.26. Ability to reassign E911 address for Mobile/Traveling Workers
- 3.7.27. Conference Calling (include maximum number of participants)
- 3.7.28. Forward Call to Extension Voicemail
- 3.7.29. Different Message for No Answer or Busy/Do Not Disturb (DND)
- 3.8. The City requests pricing for texting (SMS/RCS) capability on a per-DID basis.
- 3.9. The City requests pricing for a panic button system for a limited number of workstations or handsets. Panic button would send alert to law enforcement or emergency services.
- 3.10. Current Department Details by Location
  - 3.10.1. Note that all voice lines are DID
  - 3.10.2. These numbers represent estimated number of lines and handsets. Pricing should be on a per-line/per-handset basis. Through system review and procurement process some lines may be identified as redundant or obsolete and eliminated from final purchase, or some additional lines may be added.
  - 3.10.3. Commonwealth Attorney's Office, 2044 Sycamore Ave
    - 3.10.3.1. 3 Voice lines
  - 3.10.4. City Hall, 2039 Sycamore Ave
    - 3.10.4.1. 36 Voice lines, 11 Departments
  - 3.10.5. Public Works, 2735 Alleghany Ave

3.10.5.1. 2 Voice lines

3.11. Warranty

3.11.1. The Proposer shall provide a commercial warranty on the goods and services offered in their proposal. The warranty shall begin upon system acceptance.

3.12. Preventative Maintenance Plan and On-call Services

3.12.1. The Contractor shall provide a comprehensive preventative maintenance plan for the proposed solution(s). This shall include required inspection, testing, calibration, and/or other work necessary to maintain the system in complete operational condition during the proposed warranty period. Work shall be accomplished by a trained technician employed by the Contractor. In addition, the Contractor shall provide toll-free phone support during normal business hours of 8:30 a.m. to 5:00 p.m., with a 2-hour return call response time. Maintenance services shall carry a 18-hour response time following initial notification and be available during normal business hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, excluding federal/state holidays. Repairs or corrections shall be completed within 24 hours of the initial notification. Any service delay for parts shall be reported to the City Representative. Reported delays will not be counted towards the 24-hour deadline.

3.13. Training Requirements

3.13.1. As part of the project scope of services, the selected vendor will develop, provide, and manage a detailed plan for training. This training plan must include the information described below.

3.13.2. The role and responsibility of the system and/or roll-out vendor in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to City end-users).

3.13.3. The role and responsibility of the City staff in the design and implementation of the training plan.

3.13.4. Overview of proposed training plan/strategy, including options for on-site and/or off-site training services, for the core project team, end-users, and technology personnel.

3.13.5. Proposed training schedule for City personnel of various user and interaction levels.

3.13.6. Descriptions of classes/courses proposed in the training plan. (Proposer shall specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) The Proposer must be clear in their proposal about exactly what training courses are included for end-users.

3.13.7. The knowledge transfer strategy proposed by the software and/or roll-out

proposer to prepare City staff to maintain the system after it is placed into production.

3.13.8. Detailed description of system documentation and resources that will be included as part of the roll-out by the proposer including, but not limited to, detailed system user manuals, “Quick Reference” guides, online support, help desk support, user group community resources, and others as available.

3.14. Implementation/Cutover : The proposed process for cutover from the old to new system with minimal disruption of business, to include porting of existing phone numbers.

3.14.1. It is the City’s intention that the selected proposer will coordinate the training of City personnel in the use of its system(s) and that satisfactory implementation of an approved training plan will be a key component of this project’s deliverables. Documentation, including training manuals and agendas, will be provided by the proposer before each training session with City staff.

#### **4. PROJECT SCHEDULE**

4.1. It is the City’s intent to award the contract no later than April 15<sup>th</sup>, 2026. Assuming that timeline, the awarded proposer will develop a schedule that allows for project completion within three (3) months, or by July 15<sup>th</sup> 2026.

#### **5. SUBMISSION OF PROPOSALS**

5.1. Proposals must be submitted digitally. Email the proposal no later than 2:00 PM on the submittal deadline, Wednesday March 18<sup>th</sup> 2026. Email should be sent to Tom Roberts, [procurement@bvcity.org](mailto:procurement@bvcity.org) and include the RFP number in the subject line. A read receipt is encouraged but not required. Staff will file proposals received early but will not begin review until after the deadline.

5.2. Proposals may be submitted in physical digital form as a USB flash drive, CD, or DVD. Also, paper copies of digitally-submitted proposal may be sent. All physical or paper items must be received no later than 2:00 PM on the submittal deadline, Wednesday March 18<sup>th</sup> 2026. Any items must be clearly marked with the RFP number. Items should be sent to Tom Roberts, City of Buena Vista, 2039 Sycamore Ave, Buena Vista VA 24416.

5.3. Proposals delivered after the deadline will not be accepted.



**6. PROPOSAL SELECTION CRITERIA**

6.1. Selection will be based on the following mandatory elements:

<b>Criterion</b>	<b>Points</b>
Project Approach/Methodology and demonstrated ability to meet/exceed requirements	25
Cost of services	25
Skills and experience of project team	15
Similar services and related experience	20
Demonstrated ability to provide ongoing support	10
References	5
	<b>Total</b>
	100

**7. SELECTION PROCESS/AWARD OF CONTRACT**

- 7.1. The selection process will be in accordance with Section § 2.2-4302.2 of the Code of Virginia. The City shall engage in individual discussions with two or more proposers deemed fully qualified, responsible, and best suited among those submitting proposals, on the basis of the factors specified in this RFP, with emphasis on professional competence to provide the required services. Such proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the review. Price shall be considered, but need not be the sole or primary determining factor.
- 7.2. Negotiations shall then be conducted with each of the proposers so selected. The proposer shall state any exception to any liability provisions contained in the Request for Proposals in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation.
- 7.3. After negotiations have been conducted with each proposer so selected, the selection committee shall select the proposer which, in its opinion, on the basis of the selection criteria listed in the RFP and all information developed in the selection process to this point, has made the best proposal and provides the best value, at a price considered fair and reasonable, and shall award the contract to that proposer.
- 7.4. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.
- 7.5. In the case that the selected proposer’s proposed cost of services exceeds the available funds of the City, the City reserves the right to negotiate with the selected proposer for



a contract price within available funds. Should the City be unable to negotiate a price which is suitable, all proposals may be rejected.

## **8. GENERAL REQUIREMENTS**

- 8.1. City of Buena Vista reserves the right to reject any and/or all proposals when it is deemed to be in the best interest of the City.
- 8.2. Proposals shall be signed by a qualified member of the proposing firm. All information requested must be submitted. Failure to submit all requested information may result in the rejection of the proposal.
  - 8.2.1. Proposals shall be submitted with plans, cost, etc., by location.
- 8.3. No portions of the work for this project shall be assigned to a subcontractor without the prior written consent of the City.

## **9. CONTRACTUAL CONDITIONS**

- 9.1. If and when negotiations result in agreement to enter into contract, the parties will enter into an agreement incorporating this RFP and the proposal of the successful proposer. Upon approval, the City Administrator will execute any agreement subsequently reached. Signature of the authorized representative of the successful proposer will be a requirement for the agreement.

## **10. PAYMENT TERMS**

- 10.1. City of Buena Vista processes invoices on a weekly basis. All properly documented invoices are due in the Accounts Payable Office by the last business day of the month to ensure prompt payment for completed work.

## **11. GENERAL TERMS AND CONDITIONS**

**11.1 APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia (“Commonwealth”), without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the City. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**11.2 ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the City 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 sexual orientation, gender identity, 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:

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

11.2.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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.

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

-11.2.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

11.2.1.4. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the City, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the City that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

11.2.1.5. The requirements of these provisions 1. and 2. are a material part of the contract. If the contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.

11.2.1.6. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

11.2.2. 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.

**11.3. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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.

**11.4. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City, the Contractor certifies that the Contractor does not and shall not during the performance of the contract for goods and services in the City knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**11.5. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the City from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

**11.7. MANDATORY USE OF TERMS AND CONDITIONS FOR RFPs:** Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

**11.8. CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the City representative whose name appears on the face of the solicitation no later than ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**11.9. PAYMENT:**

11.9.1. To Prime Contractor:

11.9.1.1. 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 should show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

11.9.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.

11.9.1.3. All goods or services provided under this contract or purchase order, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

11.9.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

11.9.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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).

11.9.2. To Subcontractors:

11.9.2.1. Within seven (7) days of the contractor's receipt of payment from the City, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

11.9.2.2. 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 City, 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 City.

11.9.3. Each prime contractor who wins an award in which provision of a Small, Women, & Minority-Owned Businesses (SWaM) procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

**11.10. PRECEDENCE OF TERMS:** The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE TERMS AND CONDITIONS, CLARIFICATION OF TERMS, 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.

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

**11.12. TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**11.13. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

**11.14. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

11.14.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were

included in the contract award. Any 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.

11.14.2. The City 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

11.14.2.1. By mutual agreement between the parties in writing; or

11.14.2.2. 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 City's right to audit the contractor's records and/or to determine the correct number of units independently; or

11.14.2.3. 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 City with all vouchers and records of expenses incurred and savings realized. The City 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 City within thirty (30) days from the date of receipt of the written order from the City. 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 or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. 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 City or with the performance of the contract generally.

**11.15. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City may terminate this agreement after verbal or written notice

without penalty. Upon termination the City may procure the goods or services contracted for 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 City may have.

**11.16. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice at the City's municipal building and/or on eVA for a minimum of 10 days.

**11.17. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: 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.

**11.18. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the City has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.

**11.19. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds



that are legally available or may hereafter become legally available for the purpose of this agreement.

**11.20. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**11.21. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**11.22. CIVILITY IN CITY WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The contractor shall provide each Contract Worker with a copy of this Section and may require Contract Workers to participate in the City's training on civility in the workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training. For purposes of this Section, "the City workplace" includes any location, permanent or temporary, where a City employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a City workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a City workplace or is associated with a person who is a City employee. The City may require, at its sole discretion, the removal and replacement of any Contract Worker who the City reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement

intend this Section to be enforceable solely by the City and not by employees or other third parties.

**11.23. CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the City may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the City continuous supply of the identified goods and/or services.

## **12. SPECIAL TERMS AND CONDITIONS**

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

**11.2. AWARD:** The City may engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews will be permissible. Such offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the RFP and all information developed in the selection process to this point, the City shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. The City reserves the right to make multiple awards as a result of this solicitation. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**12.3. CANCELLATION OF CONTRACT:** The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting



contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**12.4. RENEWAL OF CONTRACT:** This contract may be renewed by the City upon written agreement of both parties for five successive, one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

**12.5. INDEMNIFICATION:** Contractor agrees to indemnify the City, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**12.6. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

### **13. METHOD OF PAYMENT**

It is the Contractor's responsibility to submit invoices for completed work directly to the City's Department of Community Development, 2039 Sycamore Avenue, Buena Vista, Virginia, 22416. Invoices for work must be submitted within thirty (30) calendar days of monthly services rendered to ensure timely payment by City check and accurate City budgeting. Repeated submission of invoices more than thirty (30) days following completion of the work will be considered when



renewing this contract. Submission of three (3) or more invoices greater than sixty (60) days after work has been performed may result in non-renewal of the negotiated contract.

**14. ATTACHMENT(S):**

14.1. Attachment A: Acknowledgement and Certification



**ATTACHMENT A**

**ACKNOWLEDGMENT AND CERTIFICATION**

\_\_\_\_\_ (“Company”) is providing services to the City of Buena Vista (“City”) as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor or professional service provider.

If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Date: \_\_\_\_\_

Company: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_