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GENERAL INFORMATION

The **Crater PDC** is a regional planning agency with major emphasis in the areas of transportation, economic and small business development, as well as environment issues and serving as the convener for major military-related discussions among the region's communities.

The Crater PDC is in the process of a major technology modernization and anticipates needing IT-related support and services in multiple areas over the next 3-5 years.

We are requesting proposals from qualified and interested suppliers to provide a wide variety of services to come into compliance with CMMC. An award will be made to the contractor providing a feasible design for implementation, as well as providing the best value and the best fit under the provided criteria in the Scope of Work.

PERIOD OF CONTRACT

Period of contract will be for Three (1) year with three (3) one year renewal options upon the written mutual agreement of all parties.

There are approximately 10-12 users on site.

SCOPE OF SERVICES

The Crater Planning District Commission (Crater PDC) is requesting proposals from qualified and interested suppliers for technical support services for infrastructure, security, and operational IT systems including but not limited to:

- 1) On call Services
- 2) Systems integrations
- 3) Cybersecurity: to include SSP (Security System Plan) and CMMC Integrations, Level 2 Self-assessment
- 4) Windows Server:
 - o Management
 - o User Role and access control
 - o Computer roles and access control
- 5) Virtual Machines
- 6) VPN: Build-out for offsite access, user assignment, and management
- 7) VOIP Services: Verizon One-Talk
- 8) Office 365: Management, Advanced user control,
- 9) Cloud Email, Storage, Backup and Recovery solutions
- 10) Onsite & Cloud based storage and backup solutions
- 11) Cisco and Unifi hardware and network switching, wireless access control, and security

PROPOSAL FORMAT

- Each Offeror is responsible for examining and understanding this RFP prior to submitting a proposal. Offerors assume all risk of errors contained in this procurement process and no contract awarded will be increased to cover costs that should have been anticipated by the Offeror.
- Responses should be prepared simply and economically and should provide straightforward and concise responses that satisfy the requirements of this RFP.
- Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the

paragraph number of the corresponding section of the RFP. Please cite the paragraph number, sub letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

PROPOSAL REQUIREMENTS

- 1) Table of Contents, which cross-references the RFP requirements
- 2) Cover Page with a signature of an authorized representative of your firm to:
 - i. Copy of the RFP cover Page with Inked Signatures.
 - ii. Acknowledge any addenda issued.
- 3) Firm History and Organization
 - i. Include the legal name of the firm, main office address, when and where incorporated along with name, telephone number and email address of person to contact regarding proposal questions.
 - ii. State the location of the office from which the work is to be performed.
- 4) Include a brief history of the firm, including number of years in business, core business and size of firm.
- 5) References
 - i. Provide a list of your public sector clients for the last five years. Indicate the type of services performed and number of years served for each.
 - ii. Provide a contact person, e-mail, and telephone for at least one Virginia public sector client for which services were provided in calendar year 2020 or 2021
- 6) Provide a current certificate of insurance confirming relevant insurance coverage is currently in effect.

- 7) Provide a detailed description of the plan to update and implement the described needs in the Scope of Work along with timeline and cost. The CPDC will not be liable for any fees or charges for the solution that are not stated in the proposal.
- 8) Please reference each scop requirement in the response.
- 9) Oral Presentation / Demonstrations: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation or provide a demonstration of their proposed solution to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations, which may include using a virtual platform such as Zoom or Teams. Oral presentations are an option of the purchasing agency and may or may not be conducted.

EVALUATION AND SELECTION CRITERIA

- The offeror will be evaluated and ranked based on the following evaluation criteria
 - Overall completeness, clarity, and quality of proposal
 - References
 - Proven record of expertise client satisfaction
 - Experience and professional qualifications
 - Understanding the scope of services
 - Cost which may include submitted price, negotiated price, discounted price
- Once each member of the committee has independently reviewed each proposal, the committee will conduct interviews with the top ranked firm(s) based on the criteria listed above.

CONTRACT AWARD

The Crater PDC intends to enter into a contract for an initial term not to exceed three (1) year, terminable without cause by either party at any time upon thirty (30) Days prior written notice, provided, however, that the Offeror may not so terminate if it will result in a substantial inconvenience, burden, delay, or hardship upon the Planning District Commission, as reasonably determined by the Commission. The contract may be renewable for three (3) additional one (1) year periods solely at the Planning District Commission's option.

PUBLIC INFORMATION

Disclosure of any information submitted in response to this RFP is governed by applicable Virginia law, including the provisions of the Virginia Freedom of Information Act ("FOIA"), and the Crater PDC makes no representations as to the avoidance of disclosure if a proper FOIA request is made. To the extent an Offeror wishes to protect trade or proprietary information from disclosure, it must identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to mark the data or other materials as stated may result in information, data or other materials being released to another

proposer, offeror or public or private person. An Offeror may not mark every page of the proposal as proprietary information.

The Crater PDC shall undertake to advise the Offeror of any request for disclosure under FOIA for any material designated by the Offeror as a trade secret or proprietary to allow the Offeror opportunity to take steps to prevent disclosure. By submitting its proposal, however, the Offeror agrees to release the Crater PDC from any liability for disclosures made in response to a FOIA request.

GENERAL INFORMATION

- The Crater PDC is committed to increasing the opportunities for participation of small businesses and businesses owned by women, minorities, and service-disabled veterans and businesses located in the Richmond metropolitan area in all facets of the Planning District Commission's activities, including procurement transactions, and to ensure diversity in its procurement and contract activities. The Crater PDC welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Planning District Commission. All solicitations are posted on the Planning District Commission's web site. These businesses are encouraged to respond to all solicitations. In addition, the Crater PDC strongly encourages each Offeror and/or supplier with which the Crater PDC contracts to actively solicit small businesses and businesses owned by women, minorities, and service-disabled veterans, and businesses located in the Richmond metropolitan area as subcontractors/suppliers for their projects.
- The Crater PDC reserves the right to reject any and all proposals and to waive any irregularities in order to award the concession that is in the best interests of the Planning District Commission. The Crater PDC reserves the right to modify, change, amend or withdraw this RFP. Any such change to this RFP will be made in writing. The Crater PDC will notify all potential respondents of amendments by issuance of an addendum, and will, if necessary, adjust the due date of the Proposal submission. If the Crater PDC issues an addendum, amendment or supplement to this RFP, each Offeror shall initial a copy of such amendment and attach it to its Proposal. By initialing and submitting a copy of the addendum, amendment or supplement, the Offeror agrees to the terms of the addendum. The Crater PDC shall have the right to refuse to consider a Proposal if an Offeror fails to initial and submit a copy of such amendment prior to or at the date and time established for receipt of Proposals.
- Each Offeror assumes all responsibility for complying with all federal, state and local laws and regulations pertaining to the preparation and completion of the proposal.
- During the term of the engagement, each Offeror shall agree as follows:
 - i. The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin except where religion, sex, disability or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in a conspicuous place,

available to employees and applicants for employment, notices setting forth provisions on this nondiscrimination clause.

- ii. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the foregoing requirements. The Offeror will include the Page 10 of 12 RMTA – RFP# 2022-Technical Services A provisions of the foregoing paragraphs (1) and (2) and this paragraph (3) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
 - iv. The Offeror, by signing the Proposal, certifies that it does not and will not during the performance of the work violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens, or otherwise knowingly employ an unauthorized alien (as defined in such legislation).
 - v. The Offeror agrees to (a) provide a drug-free workplace for its employees; (b) 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 Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (c) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (d) 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. A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of who 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.
 - vi. The Crater PDC reserves the right not to award a contract to any person, firm or corporation that does not comply with applicable laws.
- Ethics in Public Contracting - Pursuant to Virginia Code 18.2-498.4, the Offeror hereby certifies that, by submitting a proposal, such proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under the Virginia Government Frauds Act. By submitting its proposal, Offerors certify 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 normal value, present or promised unless consideration of substantially equal or greater value was exchanged.

- Indemnification of Crater PDC- The successful Offeror shall defend, indemnify and hold harmless the Planning district Commission, its directors, officers, agents, employees and representatives from any and all claims, demands, suits, actions or judgments, including attorney fees, alleged or claimed to have been caused whole or in part by or through the performance by the successful Offeror, or by reason of any actions or activities of the successful Offeror whether or not such damage is caused by or attributable to a party indemnified hereunder. In any and all claims against the Crater PDC or against any of its Commissioners, officers, agents or employees by the successful Offeror or any employee of the successful Offeror, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this section shall not be restricted by any limitation on the amount or type of damage, compensation or benefits payable by or for the successful Offeror under Workers' Compensation Acts, disability acts or other employee benefit acts.
- Laws and Courts - Any contract resulting from this RFP 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 Circuit Court of the City of Petersburg. The successful Offeror shall comply with all applicable federal, state and local laws and regulations.
- Antitrust - By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Crater PDC all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Crater PDC under such Contract.
- Insurance - The successful Offeror shall maintain, at its own expense, insurance coverage for its operations, with terms and limits agreeable to the Commission, and shall name the Crater PDC as an additional insured with respect to the work performed under this RFP, and shall provide the Crater PDC with a certificate of insurance prior to execution of a contract. The insurance will protect the successful Offeror and the Crater PDC from claims that may arise out of or result from the Offeror's execution of the work, whether such execution be by the firm, its, employees, agents, subcontractors, or by anyone for whose acts any of them may be liable, with coverage as shall fully protect the Planning District Commission, the firm and the public from any and all claims for injury and damage resulting by actions on the part of the Offeror or its agents, etc. Unless otherwise agreed to by the Planning District Commission, errors and omissions/professional liability limits may not be less than \$1,000,000, commercial general liability limits may not be less than \$1,000,000 per accident/\$2,000,000 aggregate with Crater PDC listed as additional insured, business automobile liability limits may not be less than \$500,000 combined single limit, per occurrence, and worker's compensation/employer's liability as prescribed by statutory limits and cyber coverage with minimum of \$1,000,000 for liability and \$1,000,000 for data breach and ransomware. Offeror will provide a certificate of insurance with a copy of the additional insured endorsement.
- Assignment of Contract - The contract shall not be assigned by the Offeror in whole or in part without the prior written consent of the Planning District Commission.

- Ownership of Material - Ownership of all data, materials and documentation originated and prepared for the Crater PDC pursuant to the RFP shall belong exclusively to the Planning District Commission.
- Contractor's Authorization To Transact Business - In accordance with § 2.2- 4311.2 of the Code of Virginia, any Offeror organized as a stock or non-stock 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 Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal statement describing why the Offeror is not required to be so authorized. Failure to provide the required information may result in the rejection of the Proposal.

ATTACHMENTS

