



DEPARTMENT OF FINANCE

**CITY OF STAUNTON  
REQUEST FOR PROPOSALS (RFP)**

**ANNUAL FINANCIAL AND COMPLIANCE AUDITS**

**March 11, 2021**

**GENERAL INFORMATION**

The City of Staunton is seeking proposals from qualified accounting firms to perform annual financial and compliance audits for two (2) consecutive fiscal years beginning July 1, 2021, through June 30, 2022.

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

Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using **Attachment C**, and Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

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

All written proposals and must be delivered to:

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

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

**ALL PROPOSALS MUST BE RECEIVED BY**  
**2:00 P.M. LOCAL TIME, APRIL 2, 2021**

The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Supervisor of Purchasing by the designated date and hour. **Facsimile and e-mail submittals are not acceptable.**

All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

### **INQUIRIES CONCERNING RFP**

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

Cindy B. Fitzgerald  
Assistant Director of Finance  
fitzgeraldcb@ci.staunton.va.us

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## **RFP SPECIFICATIONS FOR CITY OF STAUNTON ANNUAL FINANCIAL AND COMPLIANCE AUDITS**

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### **I. PURPOSE**

The City of Staunton is seeking bids from qualified independent certified public accountants to submit proposals for performing financial and compliance audits for the fiscal year(s) ending June 30, 2021 through June 30, 2022 in accordance with the following specifications.

### **II. SCOPE OF SERVICES**

#### **1. Scope**

The audit will encompass a financial and compliance audit of the City's Comprehensive Annual Financial Report (CAFR) in accordance with the laws and/or regulations of the State of Virginia, which include requirements for the minimum scope of the audit. The financial and compliance audit will cover Federal, State, and Local funding sources in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; standards for financial audits as set forth in the U.S. Government Accountability Office's *Government Auditing Standards (2018)*, known as the Yellow Book; provisions of the *Single Audit Act Amendments of 1996*; the provisions of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; the provisions of the Auditor of Public Accounts of the Commonwealth of Virginia (APA) *Specifications for Audits of Counties, Cities and Towns (2020 or as further revised)*; and all other applicable laws and regulations.

- a. **Financial Audit** – The financial audit opinion will cover the financial statements for the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, the aggregate remaining fund information, and the related notes to the financial statements, which collectively comprise the basic financial statements.

The other supplementary information and schedule of expenditures of federal awards are not a required part of the basic financial statements. This information will be subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information and the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements taken as a whole. The management's discussion and analysis and other required supplementary information is presented to supplement the basic financial statements. The introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. No opinion will be provided for any of these sections.

- b. **Compliance Audits** – The compliance audit opinion will cover the City's compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.
- c. **Report on Internal Controls** – The auditor shall issue a report on internal controls over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*. The auditor shall also make recommendations to strengthen internal controls should such be necessary.
- d. **Student Activity Funds** – The audit will include the student activity funds. The auditor will assist the City and School Board with implementation of GASB84 as it applies to student activity funds.
- e. **Management Letter** -- The auditor will issue a separate management letter, if needed, which indicates deficiencies or opportunities for accounting and reporting improvements which are not contained in the bound CAFR.
- f. **Transmittal forms** – The APA requires all localities to complete comparative cost transmittal forms in accordance with the provisions of the *Uniform Financial Reporting Manual for Virginia Counties and Municipalities* (2020 or as further revised) (Manual). An opinion from the auditor must be rendered on these forms and submitted along with the forms to the APA.

The auditor must perform agreed-upon procedures to the required forms, which have been prepared by City staff, and submit the forms and opinion letter to the Auditor of Public Accounts not later than December 15th of each year following the audit.

- g. **Data Collection Form** -- City staff shall prepare and the auditor shall review the data collection form to be submitted to the Federal Audit Clearinghouse.
- h. **Certificate of Achievement for Excellence in Financial Reporting Program** – City staff shall prepare and the auditor shall review the application required by the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program, and ensure that any comments made in the previous year's review have been appropriately addressed in the current year CAFR. The auditor will also review the responses to the prior years' comments prepared by City staff.

- i. **Meeting** – Conferences between the auditor and the governing body should be scheduled by the selected auditor before the preliminary work and at the end of the field work. The purpose of the meetings is to keep the governing body fully informed on the scope and progress of the audit. An exit conference shall be scheduled at the end of field work to review potential management letter or internal control issues.
- j. **Completion Schedule** – Post closing field work shall be completed by October 31 and City staff will prepare a draft CAFR for review by the auditor. City staff and the auditor will mutually set a date for the submission of the draft report for auditor review. The auditor shall review the draft report and make any suggestions for adjustments no later than November 30 each year.

One print ready electronic pdf copy of the final audit report shall be delivered by December 15 of each year. The auditor will submit the required two (2) copies of the completed CAFR to the APA by December 15 of each year. The auditor will also provide the City with updated electronic files, if required, including the excel and word files containing the financial statements.

- k. **Specific Requirements** -- The offeror should state any specific requirements (other than outlined in the RFP) that will be placed upon the City to successfully perform an annual audit.

## 2. REPRESENTATION OF THE UNIT

- a. The following are the current funds of the government:

### Governmental Fund Types:

- General Fund
- Grants Fund (includes federal and state grants)
- Blue Ridge Court Services Fund
- Community Development Fund (Includes HUD Entitlement funds)
- Capital Improvements Fund
- Debt Service Fund

### Discretely Presented Component Units:

- Staunton City Schools:
  - Education Fund
  - School Cafeteria Fund
  - School Textbook Fund
  - State Operated Programs Fund
  - School Capital Projects Fund
- Economic Development Authority

### Proprietary Funds:

- Enterprise Funds:
  - Water Fund
  - Sewer Fund
  - Parking Fund
  - Environmental Fund

- Stormwater Fund
- Internal Service Funds:
  - Inventory Fund
  - Self-Insured Health Insurance Fund

Fiduciary Funds:

- OPEB Trust Fund

- b. **Information/Reports** – City personnel shall coordinate and provide to the auditor all the necessary data and reports to complete the audit, including, but not limited to:

1. A final trial balance of each fund;
2. A final trial balance of each subsidiary ledger;
3. A schedule of Expenditures Federal awards;
4. A copy of the final budget presented to Council for the audit period, the original budget ordinance for the audit period and all amendments to the budget ordinance;
5. A schedule of insurance in force during the year and of insurance expense for the year.
6. A schedule of investments of all funds at statement date showing both book value and estimated market value at statement date;
7. A schedule of all capital outlays during the period;
8. A schedule of all capital asset dispositions during the period;
9. A schedule of accounts payable and accounts receivable at statement date;
10. Copies of all contracts with governmental grantor or grantee agencies;
11. Copies of all other contracts in force at statement date of annual audit.

### **III. SPECIFIC REQUIREMENTS OF THE AUDITOR**

1. The auditor must represent that he is independent as that term is defined in the Ethical Rules of the AICPA.
2. The auditor must represent that he is licensed to perform the audit as provided in the applicable laws of the commonwealth of Virginia.
3. The auditor must represent that adequate supervision will be provided on a day-to-day basis and that the resulting work papers shall be adequate and shall be available to routine review by appropriate auditors of the Federal and State Governments.
4. The approximate date the audit will begin (including preliminary field work) and end, as well as approximate dates for delivery of the financial statements and/or auditors' reports.

### **IV. GENERAL REQUIREMENTS**

1. To be considered for selection, offerors must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. Proposals will be reviewed by a committee consisting of City staff. A maximum of the three (3) most qualified firms will be invited for further interviews by the committee.

2. An authorized representative of the offeror shall sign the submitted proposals. One (1) paper copy and one (1) electronic PDF copy of the proposal must be submitted to the City of Staunton. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

#### **V. PROPOSED SCHEDULE**

| <b>Activity</b>                               | <b>Date</b>                 |
|-----------------------------------------------|-----------------------------|
| Release RFP                                   | March 11, 2021              |
| Deadline for Submission of Questions          | March 19, 2021 by 1:00 p.m. |
| Answers & Addenda Posted                      | March 22, 2021 by 5:00 p.m. |
| Deadline for Submission of Proposals          | April 2, 2021 by 2:00 p.m.  |
| Evaluation of Proposals and Selection Process | April 5-9, 2021             |
| Finalists, On-Site Visits (if appropriate)    | Week of April 12-16, 2021   |

#### **VI. CONTRACT PERIOD AND CONTRACT ADMINISTRATION**

The contract shall be for a period of two (2) years effective from Date of Award and continuing through June 30, 2022. The contract may be renewed by the City of Staunton upon written agreement of both parties for four (4) additional (2) year periods for a total of ten (10) years provided acceptable rates can be negotiated and mutually agreed upon in writing between the City and vendor. Multi-year rate guarantees are encouraged, including fee reductions/breakpoints as assets grow.

#### **VII. PROPOSAL PREPARATION AND SUBMISSION**

Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective offerors to provide the required services. Offerors are required to submit the following items for a complete proposal:

1. A statement of the offeror's understanding of the work to be performed.
2. Information as to the offeror's background and experience relative to the services being requested.
3. Listing of previous clients that may be contacted as reference, for whom similar services have been provided.
4. Information as to the size and organizational structure of the offeror's firm.
5. Resumes identifying the type of professional personnel that will be employed to perform the contract. Resumes should describe the experience, education, background, specific technical accomplishments, and any special qualifications applicable to contract performance. Also indicate the percentages of time each senior and higher-level personnel will be on site.
6. Geographic location of the firm (and office carrying out the work) relative to the project.
7. Describe the firm's participation in the AICPA-sponsored quality control program (peer review). Provide a copy of the firm's current peer review.
8. Any other special experience and qualifications relative to this project desired by the offeror.

9. Provide SCC number. (See Procurement Guidelines Section XII.)

## VIII. REVIEW AND AWARD

To be considered for selection, offerors must submit a complete and concise response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal.

An Evaluation Committee will evaluate the proposals using the following minimum criteria:

| Evaluation Criteria |                                                                                                                                                                       | Points     |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1.                  | Proven record of expertise and independence in the auditing of local governments                                                                                      | 30         |
| 2.                  | The audit plan indicating an understanding of the work, how the audit work is to be performed, the timing of the audit work and the assistance needed from the County | 30         |
| 3.                  | Experience and professional qualifications of the audit team, including applicable Virginia licensing requirements                                                    | 20         |
| 4.                  | References from other governmental entities                                                                                                                           | 10         |
| 5.                  | Overall completeness, clarity and quality of the proposal including inclusion of technical requirements.                                                              | 10         |
| <b>Total</b>        |                                                                                                                                                                       | <b>100</b> |

Award of the contract will be in accordance with attached “Procurement Guidelines.”

## IX. PROPOSAL ADMINISTRATIVE PROCEDURES

### No Contact

Any contact with any City or Public Schools Council or Board member or representative or employee, other than that outlined above, concerning this RFP is prohibited. Such unauthorized contact may disqualify your company from this procurement.

### Addenda to RFP

Amendments to this RFP may be necessary prior to the closing date and will be posted to the Staunton City web-site. Prior to submitting their RFP, offerors are encouraged to visit the Staunton City web-site at <http://www.staunton.va.us/solicitations> for any addenda.

**PROCUREMENT GUIDELINES****A. CHARGES AND PAYMENTS****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 purchase order number.
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 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 City 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 the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

**2. Payment to Subcontractors:**

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

- a. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- c. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment

to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

**B. 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.

**C. ASSIGNMENT OF CONTRACT**

Neither the City nor the Contractor shall assign, sublet or transfer its interest in this contract without the prior written consent of such other party.

**D. DEFAULT**

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

**E. TAXES**

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

**F. INDEMNIFICATION**

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

**G. LIABILITY AND LITIGATION**

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

**H. COPYRIGHTS**

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and

images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

**I. CONTRACT CONDITIONS**

The offeror selected shall not:

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.

**J. COMPETITIVE NEGOTIATION**

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This RFP indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

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

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

**K. AWARDING THE CONTRACT**

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria identified in **Section VIII** of this Request for Proposals. The City shall 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 shall be permissible. The 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.

The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors.

At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal 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. 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.

The City shall endeavor to award the contract within thirty (30) days from receipt of proposals. Notice of award will be posted on the Staunton City Web Site at <http://www.staunton.va.us/solicitation-results>

#### **L. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia, which reads, in essence, as follows:

Public inspection of certain records:

1. Except as provided in this section, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.
2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
5. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why

protection is necessary. Bidder may not invoke this protection on the entire proposal – only on those sections or data which are considered trade secrets or proprietary.

**M. ETHICS IN PUBLIC CONTRACTING**

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

**N. FORUM SELECTION**

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

**O. PROMPT PAYMENT ACT**

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

**P. REJECTION OF PROPOSALS**

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections or additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

**Q. COSTS FOR PROPOSAL PREPARATION**

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

**R. APPROPRIATIONS**

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

**S. 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. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

**T. 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.

**U. QUALIFICATIONS OF (BIDDERS/OFFERORS)**

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/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 (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**V. CANCELLATION OF THE CONTRACT**

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

**W. AVAILABILITY OF FUNDS**

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

**X. SELECTION PROCESS/AWARD**

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

**Y. SAFETY AND OSHA STANDARDS**

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

**Z. MODIFICATION & WITHDRAWAL OF PROPOSAL**

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: “The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice.”

**AA. CONTRACT TERM**

The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated.

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this RFP, and to reject any and all Proposals in total or by components.

The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

**BB. COMPENSATION AND RECORD KEEPING**

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a “cost not to exceed” basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

**CC. PAYMENT**

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

**DD. BID ADDENDA**

Prior to submitting their bid, it is the bidder’s responsibility to check the Staunton City website for any addenda associated with this Invitation for Bid.

**EE. INSURANCE REQUIREMENTS**

Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the

City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the Staunton City Schools and the City of Staunton as an additional insured.

**FF. CONTRACT TERMINATION**

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

**GG. DEBARMENT STATUS**

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

**HH. CONTRACTOR UNDERSTANDING**

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

**II. DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

**JJ. NON-DISCRIMINATION**

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

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

and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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.
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.
4. The contractor will include the provisions of the foregoing paragraphs a, b, c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**KK. PERMITS AND LICENSES**

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

**LL. NEGOTIATION WITH SUCCESSFUL BIDDER**

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this RFP in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

**MM. COOPERATIVE PROCUREMENT**

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

**NN. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**OO. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES**

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

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**ATTACHMENT A**  
**Information Overview**  
**City of Staunton, Virginia**

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**1. Description of unit including location, physical size, recent and prospective annexations:**

- Staunton is located at the intersection of I-81 and I-64 in the Shenandoah Valley of Virginia. The City is 90 miles west of Richmond, 85 miles north of Roanoke, and just 150 miles southwest of Washington D.C. Staunton currently has 19.977 square miles of area.

**2. Population:**

- Current 2020 estimate: 24,500

**3. Description of enterprises operated:**

- Water Fund
- Sewer Fund
- Parking Fund
- Environmental Fund
- Stormwater Fund

**4. City Personnel/Payroll:**

- Number of full-time personnel: approx. 290
- Payroll advices/checks issued per month:
  - Number: approx. 740
  - Dollar Amount: approximately \$1.27 million net (including tax payments)
  - Frequency: Issued on a bi-weekly basis

**5. School Personnel/Payroll:**

- Number of full-time permanent personnel: approx. 425
- Payroll advices/checks issued per month:
  - Number: approx. 500
  - Dollar Amount: approximately \$1.65 million net (including tax payments)
  - Frequency: Issued on a monthly basis

**6. Tax Collections:**

- Number of bills issued:
  - Personal Property: approximately 17,000
  - Real Estate: approximately 11,600

**7. Enterprise Billings:**

- Number of bills per month: 6,200 Water/Sewer/Stormwater
- Number of billings per month: 7 (3 Regular / 4 Final)

- Average number of delinquent bills at end of each month: 1,250

**8. Purchasing:**

- Number of purchase orders issued per year: 2,820

**9. Bank Accounts:**

- Number of bank accounts by type:
  - Bank: Suntrust Bank, Staunton, VA
    - 1 – Master Depository Account
    - 1 – City Zero Balance Account
    - 1 – School Board Zero Balance Account
    - 1 – Health insurance Zero Balance Account
    - 1 – Credit Card Deposit Zero Balance Account

**10. Listing of separately functioning Authorities, Boards, and Commissions created by the governing body and currently in operation:**

**City**

- Agricultural - Forestal Committee
- Bicycle and Pedestrian Advisory Committee
- Board of Building Code Appeals
- Board of Equalization\*
- Board of Zoning Appeals\*
- Cable TV Commission
- Economic Development Authority
- Electoral Board\*
- Historic Preservation Commission
- Landscape Advisory Board
- Library Board
- Lewis Creek Watershed Advisory Committee
- Planning Commission
- Recreation Advisory Commission
- Tourism Advisory Board

\*Appointments are made by the Circuit Court.

**Independent**

The following organizations are independent of the City of Staunton, though the City Council may appoint representatives to serve.

- Blue Ridge Community College Board
- Blue Ridge Criminal Justice Board
- Community Action Partnership of Staunton, Augusta Waynesboro (CAPSAW)
- Central Shenandoah Planning District Commission
- Joint Industrial Development Authority of the County of Stafford and the City of Staunton

- Shenandoah Valley Airport Commission
- Shenandoah Valley Juvenile Detention Commission
- Shenandoah Valley Workforce Development Board
- Social Services Advisory Board
- Staunton Redevelopment and Housing Authority
- Staunton Senior Center Advisory Council
- Valley Community Services Board
- Youth Commission

**11. Copy of FY2019-2020 Audit Report Enclosed.**

## ATTACHMENT C

**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM**

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

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

| SECTION<br>NUMBER | PAGE<br>NUMBER | REASON |
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Authorized Signature\_\_\_\_\_  
Date

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

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

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

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

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

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

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

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

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

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

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