



DEPARTMENT OF FINANCE

**CITY OF STAUNTON
REQUEST FOR PROPOSALS
(RFP# L00121)**

**PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES
December 17, 2021**

GENERAL INFORMATION

The City of Staunton is seeking proposals from qualified and properly licensed firms who specialize in the implementation of a Community-wide Brownfields Assessment Grant funded by the U.S. Environmental Protection Agency (EPA) for the Staunton West End Brownfields Program.

All proposals must be in an opaque, sealed envelope or box and clearly marked: **“PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES -- 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.

An authorized representative of the offeror shall sign proposals. 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., 3rd Floor
Staunton, VA 24401
Phone: (540) 332-3819

**ALL PROPOSALS MUST BE RECEIVED BY
2:00 P.M. LOCAL TIME, JANUARY 14, 2022**

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:

William L. “Billy” Vaughn
Director of Economic Development
vaughnwl@ci.staunton.va.us

RFP SPECIFICATIONS FOR CITY OF STAUNTON
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES

I. PURPOSE

In May 2021, the United States Environmental Protection Agency (EPA) selected the City of Staunton to receive a Community-Wide Brownfields Assessment Grant. This federal funding is dedicated to the assessment of sites potentially impacted by hazardous substances and petroleum and will be used to develop an existing brownfields site inventory and database, conduct Phase I and Phase II Environmental Site Assessments (ESAs), prepare related work documents, plan for potential site response, clean-up and redevelopment actions, and other associated grant activities, such as program administration and community engagement.

The primary target area for the Staunton Brownfields Program is the entirety of the City's Opportunity Zone (OZ), which lies in the westernmost quadrant of the City. Known locally as West End, the area lies between Churchville Avenue/Route 250 on the north and Middlebrook Avenue/Route 252 on the south. Bisecting the OZ is West Beverley Street/Route 254, which was a once-thriving commercial corridor that begins at the western edge of downtown at the historic Thornrose Cemetery and runs to the western city limits near the intersection of Woodrow Wilson Parkway/Route 262, a major, limited access bypass or loop road that skirts the outer perimeter of the City.

II. SCOPE OF SERVICES

The successful Offeror shall furnish all labor, materials, tools, equipment, supplies and incidentals, required or implied, for the complete and satisfactory performance of environmental consulting services as defined by the following tasks: The project scope of services includes, but is not limited to, the following:

Task1 – Cooperative Agreement Oversight and Community Engagement: Provide assistance to the City with **Oversight Activities** integral to achieving the purpose of the grant, such as program development, performance monitoring, preparing quarterly and annual program reports, property reporting through EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES), preparing financial status reports, and administering project closeout. With regard to **Community Engagement Activities**, the consultant will provide technical assistance and coordination with the city to engage and maintain interaction with stakeholders throughout the project period. Primary activities include, but are not limited to, (1) developing news releases for local media and content for special brownfields pages on the City's websites to provide project updates, post reports and summaries of findings, and cite success stories; (2) preparing educational/outreach materials describing the program and its benefits to property owners, developers and citizens; (3) conducting windshield tours for prospective developers; and (4) facilitating advertised public informational meetings for affected residents and businesses approximately once per year, or three (3) total.

Task 2 – Brownfields Inventory Mapping/Database, Preliminary Site Characterization, Eligibility Determination, Prioritization and Access Coordination:

Develop, update, and maintain the City's existing GIS brownfields site inventory map and database to include candidate sites within the city limits. Assist staff in evaluating inventoried properties, which will be characterized, prioritized, and selected for assessment from a pool of candidate sites. Upon final site selection by staff, consultant will prepare preliminary documentation as required by the EPA Brownfields Program to confirm site eligibility with EPA, and, when applicable, with Virginia Department of Environmental Quality (DEQ) for petroleum sites.

Task 3 – Environmental Site Assessments (ESAs)

- a. Phase I ESAs: Upon receiving favorable eligibility determinations and access from property owners, consultants will conduct Phase I ESAs for both hazardous and petroleum sites. The ESAs will be completed consistent with ASTM E1527-13, which meets EPA's latest All Appropriate Inquiry standard. Actual number of Phase I ESAs conducted by consultants will depend upon varying cost considerations such as site size, past uses, and number of Recognized Environmental Conditions (RECs). The city will provide assistance in securing access, monitoring activities, and reviewing and submitting reports for EPA approval upon completion of each Phase I ESA.
- b. Phase II ESAs: Based on the Phase I ESA results, sites will be evaluated to determine which eligible properties require Phase II ESAs, including collecting soil and groundwater samples, performing laboratory analyses, and preparing summary reports with recommendations for further action, if warranted. Actual number of Phase II ESAs to be conducted by consultants will depend upon varying cost considerations.
- c. Project Work Plans: It is anticipated that some assessed sites will require project work plans and quality assurance documents, including a generic Quality Assurance Project Plan applicable to all sites, Site Specific Sampling & Analysis Plans, Site Eligibility Determination Requests, Property Profile Forms, and other related documents. Actual number of project work plans to be prepared by consultants will depend on the number of sites evaluated based upon varying cost considerations.

Task 4 - Preliminary Planning for Remediation and Redevelopment: For some sites, preliminary remediation plans may be required to review alternatives for further environmental investigation and/or remediation if warranted. Preliminary cost estimates will be developed for each alternative and an evaluation report will be prepared and coordinated with EPA and DEQ (where required) for concurrence and approval of any proposed remedial actions. Consultant will also assist the City in working with stakeholders to conduct preliminary redevelopment planning for specific target areas and/or sites, incorporating cost-benefit analyses to determine best reuse and economic potential of the sites, informing citizens of site findings, and gathering input for redevelopment plans.

III. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation of professional services, in accordance with the Code of Virginia § 2.2-4302.2. This RFP indicates, in general terms, the nature of the program and services being sought for the Project. Each Offeror is to submit the proposal(s) that the Offeror believes would best suit the needs of the City of Staunton. The specific requirements for the contents of the proposals are contained in this 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 of Staunton.

IV. GENERAL REQUIREMENTS

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

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. Proposals must be received prior to 2:00 P.M., local time by **January 14, 2022**, by the City of Staunton Finance Department. All submitted proposals shall be signed by an authorized representative of the offeror.

All proposal envelopes must have the company name on the outside of the envelope and be clearly marked as “**PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES - RFP**”. If proposals are to be delivered by a third party (i.e., FedEx, UPS), it is the responsibility of the offeror to ensure the outer most envelope is clearly marked the same. The City of Staunton will not be responsible for proposals that are opened prematurely or late due to improper identification.

Offerors must address and provide each item in Scope of Services. Offerors shall respond to each item individually with "agreed", "will comply" or provide a satisfactory explanation of any variance from the request. Such variance(s), in themselves, will not eliminate the proposal from consideration, but will be evaluated along with consideration of other selection criteria. Failure to answer any requirement within this Scope of Services may subject the entire proposal to rejection.

Prior to submitting a proposal, it is the offeror's responsibility to check the City's website <https://www.ci.staunton.va.us/departments/finance/procurement> for any addenda associated with this RFP.

Any costs or expenses of any kind incurred by an offeror in preparing or submitting proposals are the offeror's sole responsibility; the City of Staunton will not reimburse any

offeror for any costs or expenses incurred as a result of the preparation of this RFP.

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

- a. A statement of the offeror's understanding of the work to be performed.
- b. Information as to the offeror's background and experience relative to these services being required.
- c. A listing of three (3) previous clients who may be contacted as references, for whom similar services of similar scope have been provided within the last five (5) years.
- d. Information as to the size and organizational structure of the offeror's firm.
- e. A list of proposed project team members to include resumes identifying the type of professional personnel that will be employed to perform the contract. Resumes should describe the experience, education, background, licensure status, specific or technical accomplishments and any special qualifications applicable to contract performance.
- f. Number, type and value of current projects and effect of these on offeror's ability to provide services as required during the contract.
- g. Geographic location of the firm (or office carrying out the work) relative to the project.
- h. Evidence of past performance relative to ability to complete projects on schedule and within estimated costs.
- i. Listing of any other special experience and qualifications relative to this project desired by the offeror.
- j. Proposed schedule for completion of all tasks.

V. AWARD OF CONTRACT

a. RESERVATION

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

b. EVALUATION CRITERIA

An evaluation committee will review all proposals. Following the completion of initial evaluation, the committee may interview a limited number of firms and negotiate a contract with the firm(s) believed most capable of providing the required services.

The City of Staunton reserves the right to award a single, or multiple contracts for

specific services and to negotiate additional services of a similar nature with the successful offeror(s).

The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Points
Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).	30
Proposed Work Program and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).	20
Experience and qualifications of personnel assigned to perform the services.	20
Familiarity and experience with EPA Brownfields Program.	20
Work Product Examples (Quality, appearance, presentation, and applicability of submitted work examples).	10
TOTAL	100

VI. PROPOSED SCHEDULE

There are several dates that are important in the current RFP process. Be advised that all dates are a projection and not guaranteed:

Activity	Date
Release RFP	December 17, 2021
Deadline for Submission of Questions	January 3, 2022 by 1:00 p.m.
Answers & Addenda Posted	January 4, 2022 by 5:00 p.m.
Deadline for Submission of Proposals	January 14, 2022 by 2:00 p.m.
Professional Services Begin	TBD

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. The Bidder, Offeror, or Contractor 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 of 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 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 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.

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 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. PROPOSAL ADDENDA

Prior to submitting their proposal, it is the offeror’s responsibility to check the Staunton City web-site for any addenda associated with this Request for Proposal.

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 proposals, all offerors certify that they are not currently debarred from submitting 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 proposals 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 OFFEROR

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 offeror, 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.

**Appendix II to Part 200 - Contract Provisions for
Non-Federal Entity Contracts Under Federal Awards**

Federal Funds will be used for this project and the following clauses, where applicable, shall apply to the awarded contractor:

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by *41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be effected and the basis for settlement.
 - a. **Termination for Convenience.** Contract is terminated due to reasons know to the University, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.
 - b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.
3. Equal Employment Opportunity. Except as otherwise provided under *41 CFR Part 60*, all contracts that meet the definition of “federally assisted construction contract” in *41 CFR Part 60-1.3* must include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with Executive Order 11246, “Equal Employment Opportunity” (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339*), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at *41 CFR part 60*, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (*40 U.S.C. 3141-3148*). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (*40 U.S.C. 3141-3144, and 3146-3148*) as supplemented by Department of Labor regulations (*29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (*40*

U.S.C. 3145), as supplemented by Department of Labor regulations (*29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"*). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (*40 U.S.C. 3701-3708*). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with *40 U.S.C. 3702* and *3704*, as supplemented by Department of Labor regulations (*29 CFR Part 5*). Under *40 U.S.C. 3702* of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of *40 U.S.C. 3704* are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under *37 CFR § 401.2 (a)* and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of *37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"* and any implementing regulations issued by the awarding agency.
7. Clean Air Act (*42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act (*33 U.S.C. 1251-1388*), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (*42 U.S.C. 7401-7675*) and the Federal Water Pollution Control Act as amended (*33 U.S.C. 1251-1388*). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (*see 2 CFR 180.220*) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at *2 CFR 180* that implement Executive Orders 12549 (*3 CFR part 1986 Comp., p. 189*) and 12689 (*3 CFR part 1989 Comp., p. 235*), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (*31 U.S.C. 1352*) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by *31 U.S.C. 1352*. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. Prohibition of Text Messaging and Emailing While Driving During Official Federal Grant Business - Federal grant recipients, sub-recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
11. §200-323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
12. To the extent that a procurement award or transaction for goods or services under this purchase order or other contract is funded with federal funds, the successful bidder or proposer or awardee must comply with the federal domestic preference for procurements requirements of the federal regulations prescribed in Section 200.322 of Title 2 of the Code of Federal Regulations (CFR). The successful bidder or proposer or awardee certifies that any contracts, as well as any subcontracts, shall include this requirement, which mandates that to the greatest extent practicable there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Definition of the terms "produced in the United States" and "manufactured products" made be found in the CFRS at: Electronic Code of Federal Regulations (eCFR) or successor url. And to the extent not in compliance with such requirements, the successful bidder or proposer or awardee shall indemnify, defend and hold harmless the City of Staunton, to the fullest extent permitted by law.

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 NUMBER	PAGE NUMBER	REASON

 Authorized Signature

 Date

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

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.

☐ 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: _____