

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

**PLANNING SERVICES --  
PREPARATION OF NEIGHBORHOOD PLAN FOR UNIONTOWN  
RFP K00222**

**November 15, 2022**

**GENERAL INFORMATION**

The City of Staunton is seeking proposals from qualified and properly licensed consulting firms to engage residents, property owners and stakeholders of the Uniontown Community in the development of a Neighborhood Plan. The Uniontown Community is a neighborhood which is served by National Avenue, Patton Street, Jones Street, and Anthony Street. (See **Attachment A** for a map of the area.)

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**PLANNING SERVICES -- PREPARATION OF NEIGHBORHOOD PLAN FOR UNIONTOWN—RFP K00222**”. 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 a USB drive of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using **Attachment B**, and Offeror is required to submit a redacted paper copy of their proposal in addition to the required number of proposals requested. The Redacted copy shall also be provided in electronic PDF format on a USB drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation. If no proprietary/confidential information is included in the proposal, **Attachment B** should be filled out with “None” and be signed and submitted with the proposal.

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, NOVEMBER 28, 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:

Rodney S. Rhodes  
Senior Planner and Zoning Administrator  
[rhodesrs@ci.staunton.va.us](mailto:rhodesrs@ci.staunton.va.us)

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**RFP SPECIFICATIONS FOR CITY OF STAUNTON  
PLANNING SERVICES --  
PREPARATION OF NEIGHBORHOOD PLAN  
FOR UNIONTOWN**

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**I. PURPOSE**

The City of Staunton is seeking proposals from qualified and properly licensed planning consulting firms specializing in neighborhood planning to develop a plan for the Uniontown community that will provide both a focused vision for the neighborhood and implementation strategies for improvement. The process for developing the Plan will include dialogue and engagement with community residents, property owners and stakeholders. Neighborhood revitalization strategies shall be included in the Plan.

The City of Staunton also reserves the right to complete, at any time during this project, any portion(s), phase(s), or aspect(s) of the project itself or by using more than one planning firm during any portion(s), phases(s), or aspect(s) of the Project. The City of Staunton may exercise its rights hereunder without having to reissue an RFP.

**II. COMPETITIVE NEGOTIATION**

The procurement method is competitive negotiation of non-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.

**III. SCOPE OF WORK**

The scope of work includes the following key elements:

- Develop and implement a public engagement strategy, informing residents and stakeholders of the planning process, opportunities for input, and scope of the Neighborhood Plan as referenced for the area indicated on the included map. (See Attachment A.)
- The City will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule, and other matters as necessary.
- Through community meetings, focus groups and interviews, engage neighborhood residents and property owners in meaningful dialogue, seeking input on neighborhood assets and needs required to become a more viable and sustainable neighborhood.
- Develop and conduct surveys as needed to identify neighborhood assets, issues

and needs.

- Develop recommendations for specific goals, activities and public/private improvements in alignment with the identification of neighborhood assets and needs, and the results of resident engagement.
- The Consultant will be required to make two or more public presentations to summarize the final design guidelines. This is likely to be one or more presentations to the City of Staunton's Planning Commission and one or more presentations to the Staunton City Council.

#### **IV. DELIVERABLES**

The deliverables shall include the following components:

1. A plan for the Uniontown Neighborhood including, but not limited to:
  - a. A physical neighborhood analysis, with maps and summary description of current issues and trends identified during neighborhood meetings with residents.
  - b. A comprehensive review of the area's strengths, weaknesses, and potential for sustaining an economically viable and pedestrian-friendly urban neighborhood.
  - c. A set of priority recommendations for housing, community development and infrastructure activities, as might be underwritten with grant funding or other sources.
  - d. Specific policies and incentives to address redevelopment of underutilized property, as well as infill residential development of vacant parcels.
  - e. Identification of specific public improvements to pedestrian walkways, streets, streetscape features, neighborhood gateways, open space and public facilities.
2. Ten (10) bound copies of the Neighborhood Plan.
3. One (1) digital copy of the Neighborhood Plan, in both editable (Microsoft Word or Adobe InDesign) and PDF format so that the City may make future changes and incorporate the Plan on the City's website. The digital version of the guidelines shall meet Web Content Accessibility Guidelines (WCAG) 2.0 level AA standards.

#### **V. ESTIMATED TIMELINE FOR PROJECT:**

The Neighborhood Plan is expected to be completed no later than **June 30, 2023**.

#### **VI. 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 a USB drive of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using **Attachment B**, 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 a USB 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 November 28, 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 **“PLANNING SERVICES – PREPARATION OF NEIGHBORHOOD PLAN FOR UNIONTOWN RFP K00222”**. 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 forms marked with ***\*\*Fill out and return with proposal.\*\**** need to accompany submitted proposals.

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 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. Price and fees necessary to complete the project.
- j. Listing of any other special experience and qualifications relative to this project desired by the offeror.
- k. Proposed schedule for completion of all tasks.

## **VII. 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 a 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:

| <b>Evaluation Criteria</b>                                                                                                                                                                                         | <b>Points</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Demonstrated Capacity (Past experience with neighborhood planning, particularly with predominantly minority communities, including demonstrated experience in neighborhood revitalization and public engagement.). | 30            |
| Price and Fees                                                                                                                                                                                                     | 20            |
| Proposed Work Program and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).                                                                               | 15            |
| Experience and qualifications of personnel assigned to perform the services.                                                                                                                                       | 15            |
| Communications (Organization/completeness of response; writing skills, as shown through the submission and any submitted work samples).                                                                            | 10            |
| Work Product Examples (Quality, appearance, presentation, and applicability of submitted work examples).                                                                                                           | 10            |
| <b>TOTAL</b>                                                                                                                                                                                                       | <b>100</b>    |

#### **VIII. 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:

| <b>Activity</b>                      | <b>Date</b>                    |
|--------------------------------------|--------------------------------|
| Release RFP                          | November 15, 2022              |
| Deadline for Submission of Proposals | November 28, 2022 by 2:00 p.m. |

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## PROCUREMENT GUIDELINES

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### 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 subcontractors, including any independent contractors. The provisions of this section 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 VII** 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.

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 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 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.

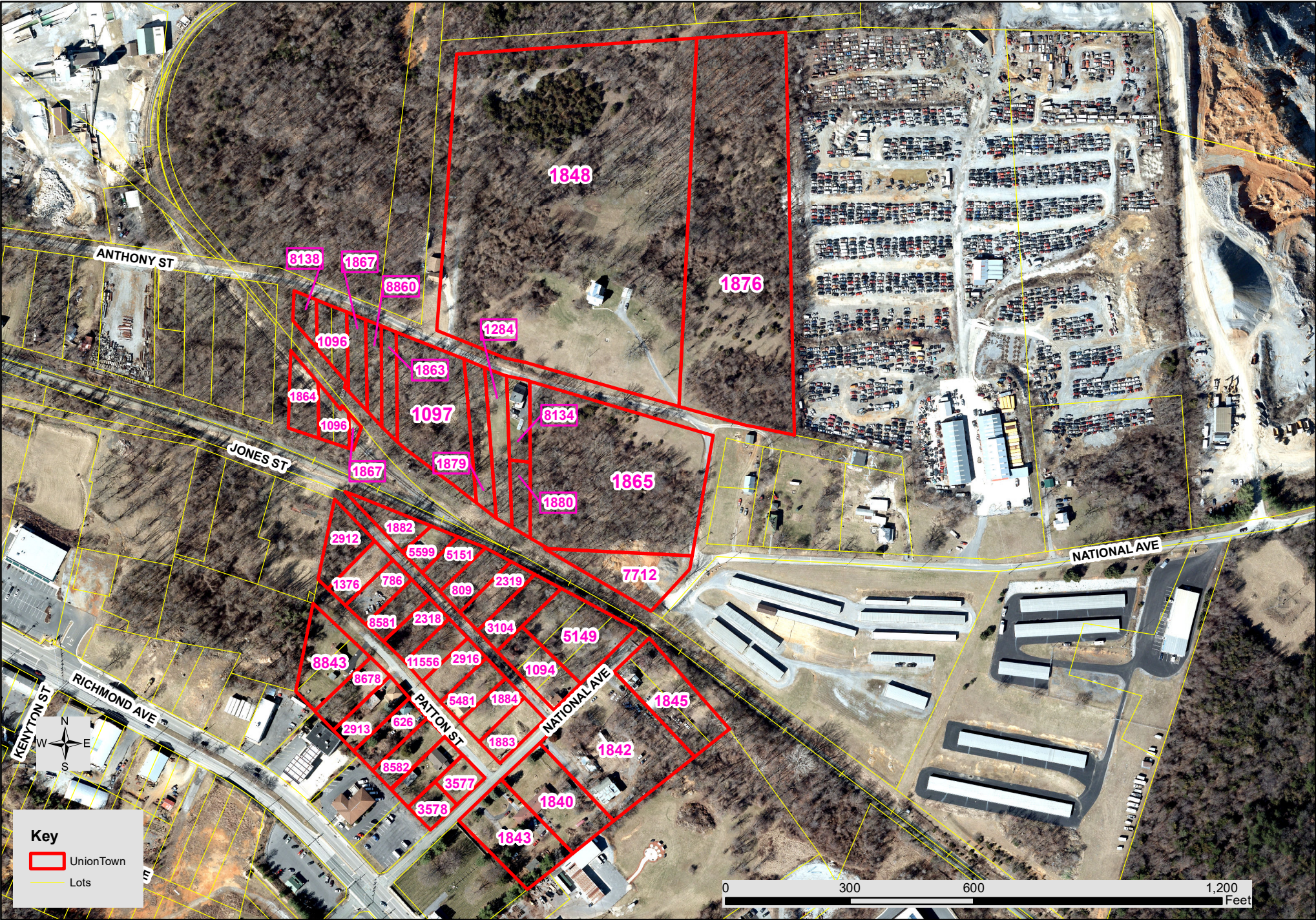
**NN. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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 C)** and submit the certification contemporaneously with the executed Contract.

# Uniontown Neighborhood Plan



**ATTACHMENT B****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

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 Date

**\*\* Fill out and return with proposal. \*\***

**ATTACHMENT C**

**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: \_\_\_\_\_

**\*\* Fill out and return with proposal. \*\***

DEPARTMENT OF FINANCE

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

**PLANNING SERVICES --  
PREPARATION OF NEIGHBORHOOD PLAN FOR UNIONTOWN  
RFP K00122**

**Addendum # 2  
from  
October 31, 2022**

**TO ALL POTENTIAL BIDDERS:**

The following information is being provided for purposes of clarification.

Included below are the Questions and Answers for the above Request for Proposal.

**Questions & Answers**

1. Were there, or are there any City government managed funds, earmarked state funding or grants, federal stimulus dollars designated for infrastructure improvements, municipal bond availability, private development interests, T.I.F. planning for future public improvements, public-private partnership considerations, and/or other means involving redevelopment ambitions for future marketing and/or implementation strategies for Uniontown?

*No funds have been earmarked for future public improvements; however, City Council is considering funding sources for the extension of water and sewer infrastructure to the neighborhood.*

2. Had there been any concerns regarding gentrification if redevelopment creates improved and higher costs in land value beyond the affordability of local community residents.

*This is a potential concern that should be addressed in the neighborhood plan.*

3. Had there been the consideration of a community land trust that honors the preservation of the existing community for its inhabitants or those heirs/descendants who wish to move back to Uniontown?

*This could be one of the potential recommendations in the neighborhood plan.*

## Questions & Answers

### Continued

4. Had there been any deed restrictions placed on the properties of Uniontown during the time of de-population?

*We are unaware of any deed restrictions placed on the properties.*

5. Does this project require a Transportation Consultant given the removal of the controversial bridge?

*No*

6. Does this project require a Civil Engineer to conduct a preliminary assessment of utilities for any new development or redevelopment of the properties?

*No*

7. Does the City have site planning regulations and standards just in case the area can be re-zoned back to residential or mixed use?

*Any development or redevelopment of the area would need to be done in accordance with the City Zoning Code, including Chapter 18.169 Site Plans.*

8. Is there a limit on how many pages can be submitted in the proposal?

*No*

9. Is there a limit on how many pages can be submitted of past project experience other than the three (3) required references required in the proposal?

*No*

10. Will electronic versions of City Maps be provided in an AutoCAD compatible format to save time given the short delivery time frame?

*The City offers a variety of GIS data layers for download on the City's website. The data is offered in several different formats, such as CSV, File Geodatabase, GeoJSON, KML and Shapefile.*

11. Have there been any reported community-based health concerns or problems regarding the zoning of nearby industrial and/or heavy commercial uses?

*We are not aware of any reported health concerns or problems caused by the nearby industrial uses.*

12. Are there any reports produced that quantifiably chronicles the history and/or factors that have contributed to the de-population of Uniontown such as public policy, net migration statistics, segregation, etc.

*We are not aware of any such reports.*