



DEPARTMENT OF FINANCE

**CITY OF STAUNTON  
REQUEST FOR PROPOSALS  
(RFP # A00123)**

**REALTOR SERVICES FOR CITY OF STAUNTON**

**December 21, 2022**

**GENERAL INFORMATION**

The City of Staunton (the "City") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the Realtor Services as described herein.

All proposals must be in an opaque, sealed envelope or box and clearly marked: **"REALTOR SERVICES – RFP A00123."** 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 C**, and Offeror is required to submit a redacted 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, fill out **Attachment C** with "None" and sign and submit the attachment 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., 3rd Floor**  
**Staunton, VA 24401**  
**Phone: (540) 332-3819**

**ALL PROPOSALS MUST BE RECEIVED BY**  
**2:00 P.M. LOCAL TIME, January 4, 2023**

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, via email, to the person listed in **Section B: RFP SPECIFICATIONS** below.

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## **RFP SPECIFICATIONS FOR CITY OF STAUNTON REALTOR SERVICES**

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### **A. PURPOSE**

The City of Staunton (the “City”) is seeking proposals from qualified firms (the “Offeror” or “Contractor”) to furnish the goods and/or services described herein. Proposals will to be received no later than 2:00 pm (local prevailing time) on January 4, 2023.

The purpose of this Request for Proposals (RFP) is to solicit proposals to provide Realtor Services for the acquisition of property within the City limits. This property will be used for City purposes.

### **B. PROJECT CONTACT**

Jeff Johnston  
Director of Public Works  
Email: johnstonjm@ci.staunton.va.us

### **C. CONTRACT PERIOD**

The initial term of this contract is for one year commencing upon the date that the contract is fully executed. The contract has four (4) one-year mutual optional renewals. Automatic renewals are not permitted.

### **D. QUALIFICATIONS & TECHNICAL PROPOSAL FORMAT**

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the City.

Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with the following information and minimally contain the following information:

- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.

- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, location of corporate headquarters & applicable branch offices.
- A description of the Offeror's understanding of the requirements contained in the Scope of Work.
- The approach to be used, in detail, to meet the requirements identified in the Scope of Work, including the proposed marketing plan.
- Key personnel, who will be assigned to work on the project/provide services, including experience history, education, licenses/registrations, current active memberships (include copies of licenses/registrations).
- Real Estate Agent name, office location and contact information.
- Evidence verifying the fact that Real Estate Agent has a minimum three (3) years' experience marketing, selling, and acting as buyer's agent for real estate in the City of Staunton, VA and/or surrounding areas.
- Successes on projects similar in size and scope.
- The projected timeframe for project (sales) completion.

**E. SCOPE OF SERVICES**

The purpose of this Request for Proposals (RFP) is to establish a Contract for the provision of marketing, selling, and acting as buyer's agent for real estate transactions.

The City of Staunton desires to obtain a property within the City limits at this time, however may use the awarded realtor for other property transactions.

**General Requirements**

- Contractor must have the capability to provide listing, marketing, and purchasing services for real estate and properties. Additionally, Contractor:
- Must be licensed and in good standing with the Virginia Real Estate Board.
- Must possess knowledge of urban and rural land sales in the City of Staunton and surrounding areas.
- Must have an excellent reputation in the real estate community.
- Must be knowledgeable in the use of all public real estate records maintained by the City Assessor and City Circuit Court Clerk.
- Should be knowledgeable and experienced in the purchase of property for government ownership.
- Must have qualified and experienced contact person(s) located in the City of Staunton area, readily available to conduct site tours and accept visits by the City's representatives on a day-to-day basis. The City reserves the right to approve the contact person(s).

**1. Specific Requirements**

The following are key components of the services to be provided under the Contract to be established from this solicitation:

- Due diligence, including market studies.
- Market analysis and development of analysis and reports.
- Strategic planning for purchasing property.
- Ability to analyze listings and advertisements.
- Negotiations with prospective Sellers on behalf of the City.
- Coordination of real estate transactions, titles, and closings.
- Handling all other customary activities and services associated with real estate transactions.

#### F. **EVALUATION AND AWARD CRITERIA**

To be considered for selection, respondents must submit a complete response to this Request for Proposal. Failure to submit all information requested may result in the rejection of the incomplete proposal. After review of all proposals, the selection committee may interview a limited number of firms and negotiate a contract with the firm(s) they feel most capable of providing the required services.

An authorized representative of the company shall sign proposals. 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 C**, and Offeror is required to submit a redacted 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, fill out **Attachment C** with “None” and sign and submit the signed attachment with the proposal.

E-mail and facsimile responses are not acceptable. The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

An Evaluation Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal, and the evaluation criteria listed below, with each criterion weighted as indicated.

| No. | Evaluation Criteria                                                                                                                                                                              | Points |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| 1.  | The demonstrated understanding and approach to provide the services identified in this Request for Proposals.                                                                                    | 20     |
| 2.  | Successful experience and capabilities of the firm providing similar services.                                                                                                                   | 20     |
| 3.  | Qualifications of the firm with emphasis on the efficiency and comprehensiveness of the methods to be used in performing or providing the services required under this solicitation and managing | 20     |

|    |                                                                                                                                             |    |
|----|---------------------------------------------------------------------------------------------------------------------------------------------|----|
|    | the project.                                                                                                                                |    |
| 4. | Price/Total Commission Percent for listing, marketing, sale, and purchasing of potential real estate. <u>(Break out each service cost.)</u> | 20 |
| 5. | Completeness of Proposal.                                                                                                                   | 20 |

#### **G. TERMS OF CONTRACT**

The City reserves the right to award a single or multiple contracts for specific services.

Contract shall be awarded for a period of one (1) year with an option to extend the contract(s) for four (4) additional one-year periods in the best interest of the City and agreed to by the contractor. The contract shall be subject to cancellation for cause or convenience with written notice 30 days prior to the effective date of the cancellation.

#### **H. 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                          | December 21, 2022             |
| Deadline for Submission of Proposals | January 4, 2023, by 2:00 p.m. |
| Review of RFP                        | January 2023                  |
| Award of RFP                         | TBD February 2023             |

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**PROCUREMENT GUIDELINES**

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**I. 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.

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. 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.

**S. 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 III** 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.

The City is seeking to award contracts to multiple firms and shall conduct negotiations with the offerors most satisfactory and advantageous to the City. If contracts, satisfactory and advantageous to the City, can be negotiated, the award(s) shall be made to those offeror(s).

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>

**T. PUBLIC INSPECTION OF PROCUREMENT RECORDS**

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

Public inspection of certain records:

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

**U. 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.

**V. 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.

**W. 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.

**X. 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.

**Y. 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.

**Z. 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.

**AA. 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/>.

**BB. 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.

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

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

**DD. 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.

**EE. SELECTION PROCESS/AWARD**

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

**FF. 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.

**GG. 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."

**HH. 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.

**II. 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 of 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.

**JJ. PAYMENT**

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

**KK. ADDENDA**

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

**LL. INSURANCE REQUIREMENTS**

Insurance shall be in amounts not less than \$2,000,000 in Commercial General Liability, \$5,000,000 in Professional Liability, \$1,000,000 Worker’s Compensation, and \$1,000,000 Vehicle Accident Insurance or such other insurance as is satisfactory, is otherwise specified in the Specifications of this RFP, 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.

**MM. 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.

**NN. DEBARMENT STATUS**

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

**OO. 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.

**PP. 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.

**QQ. NON-DISCRIMINATION**

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

6. 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.
7. 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.
8. 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.

9. 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.

**RR. 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.

**SS. NEGOTIATION WITH SUCCESSFUL BIDDER/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.

**TT. COOPERATIVE PROCUREMENT**

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

**UU. 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)

**VV. 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.

**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.

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\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date

**\*\* Please return this page with proposal. \*\***

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

***\*\* Please return this page with proposal. \*\****