

DEPARTMENT OF FINANCE

City of Staunton

Request for Proposals

(RFP #F00125)

CDBG ADMINISTRATIVE & PLANNING SERVICES

AND 5-YEAR CONSOLIDATED PLAN

June 11, 2025

General Information

The City of Staunton, Virginia (hereinafter "City") is issuing this Request For Proposals (hereinafter "RFP") from parties (hereinafter "Offerors") to provide to the City proposals to provide administrative and planning services and the creation of a 5-Year Consolidated Plan (hereinafter "Con Plan"), for the City of Staunton's Community Development Block Grant Entitlement Program,

The City is the recipient of Community Development Block Grant (CDBG) funds as a principal city of a Metropolitan Statistical Area. The CDBG Program is authorized under Title 1 of the Housing and Community Development Act of 1975, as amended. The primary objective is the development of viable urban communities, achieved by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for Low - and Moderate - Income (LMI) persons.

It is the City's intention to utilize a portion of CDBG funding each year for subrecipients - such as local government departments, non-profits, and for-profit businesses for projects meeting HUD/CDBG objectives and filling gaps in local services and meeting local priority needs, as outlined in the Consolidated Plan.

This RFP is a request for a sealed proposal; therefore, proposals may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system. Sealed proposals, whether electronic or paper, will be received until the closing date and time provided in the solicitation.

Electronic Submissions:

If you wish to submit electronic sealed proposals, they will be accepted ONLY through the eVA system. Proposals delivered electronically by any method outside of the eVA system, such as via E-mail or fax, WILL NOT be accepted.

Paper Submissions:

Proposals that are mailed (U.S. Postal mail), sent by delivery services (UPS, FedEx, etc.), or

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hand-delivered shall be delivered to:

Hand or Delivery Service
City of Staunton
Finance Department
ATTN: Chad M. Horvat
116 W. Beverley Street
Staunton, VA 24401
540-332-3819

Inquiries Concerning the RFP

Questions related to the RFP or requests for clarification may be directed to Rebecca Joyce, Community Development Housing Planner & Grants Coordinator for the City of Staunton, by email. Oral questions will not be permitted.

Any questions or comments concerning this Request for Proposal (RFP) shall be directed in writing and submitted via email before 4:00 pm on June 17, 2025 to:

Rebecca Joyce
Community Development
Housing Planner & Grants Coordinator
JoyceRL@ci.staunton.va.us

All responses to inquiries will be in writing and will be posted on the City’s website at <https://www.ci.staunton.va.us/departments/finance/procurement> or in an addenda posted on the eVA website at <https://mvendor.cgieva.com/Vendor/public/AllOpportunities.jsp>.

It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

RFP Schedule

RFP Posted	June 11, 2025
Questions Submission Deadline	June 17, 2025, by 4:00 p.m.
Addenda and Questions & Answers Posted	June 18, 2025 by C.O.B.
RFP Submission Deadline	July 2, 2025 by 2:00 p.m.
Oral Presentation and negotiations	TBD 2025
Contract Award	TBD July 2025
Contract Effective Date	TBD July 2025

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO
2:00 PM, LOCAL TIME, JULY 2, 2025

The City of Staunton (hereinafter referred to as “COS” or “City”) 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 Purchasing Office by the designated date and hour.

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All Offerors shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

GENERAL INFORMATION

I. INTRODUCTION

The City of Staunton is a political subdivision of the Commonwealth of Virginia. It is governed by a council of seven members who are elected at-large for four-year terms. The City of Staunton operates under the city council-manager form of local government. The City of Staunton has a population of approximately 25,750, and it is the county seat of Augusta County, Virginia. The City is the recipient of Community Development Block Grant (CDBG) funds as a principal city of a Metropolitan Statistical Area.

The CDBG Program is authorized under Title 1 of the Housing and Community Development Act of 1975, as amended. The primary objective is the development of viable urban communities, achieved by providing decent housing, a suitable living environment, and expanded economic opportunities, principally for Low - and Moderate - Income (LMI) persons. In 2018, the City of Staunton became a CDBG Entitlement Community; the City receives annual CDBG funding from the U.S. Department of Housing and Urban Development (HUD). This designation is a result of Staunton's growing population and its designation as a metropolitan area.

A. Explanation of the Five-Year Consolidation Plan (Con Plan)

The Five-Year Consolidated Plan is required by HUD to qualify for federal funding from the Community Development Block Grant.

The City intends to use the Consolidation Plan not only to identify housing and community needs, formulate strategies, and allocate CDBG funds, but to provide City Council, staff and members of the public with a detailed analysis of the City's current housing and community conditions.

B. Explanation of the annual Consolidated Annual Performance Evaluation Report (CAPER)

Local governments that receive CDBG Entitlement funds must submit two annual performance and evaluation reports: first an Annual Action Plan (AAP) for the upcoming fiscal year that also serves as an application for funding; second a Consolidated Annual Performance Evaluation Report (CAPER) covering the previous year is submitted to HUD to ensure a community is meeting its objectives. City staff intend to complete the AAP. Assistance in completing the CAPER is part of the Scope of Work included in this RFP.

C. Explanation of Environmental Review Process (ER)

The purpose of the environmental review process is to analyze the effect a proposed project will have on the people and the natural environment within a designated project area and the effect the material and social environment may have on a

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project. Grantees who receive CDBG funds are considered responsible entities and must complete an environmental review of all project activities prior to obligating CDBG funds.

II. SCOPE OF SERVICES

The City, as an entitlement grantee of Federal CDBG funds through HUD, is required to complete Consolidation Plan approximately every five (5) years, a CAPER at the end of each fiscal year, and Environmental Reviews prior to the start of project implementation each year. CDBG program technical assistance is also being requested through this RFP. The City is requesting Proposals for the preparation of the Consolidation Plan, CAPER, yearly Environmental Reviews for CDBG activities, and technical assistance,

A. 5-Year Consolidated Plan (CON PLAN) and First-Year Annual Action Plan

The Offeror will collaborate with the City's Housing Planner and Grants Coordinator in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan in Fiscal Year 2029 for adoption in August 2029. The Con Plan will be prepared and submitted to HUD with the e-Con Planning Suite in IDIS as the required format which incorporates the latest and most preferred format recommended by HUD. The Offerors are required to work with the HUD format, but also be able to provide a less technical format or approach when engaging in the citizen participation process. The requested FY2029-2033 Five-Year Consolidated Plan services include, but are not limited to:

1. Design and Implementation of a Citizen Participation Plan and Process
2. Community Profile
3. Housing and Homeless Needs Assessment
4. Housing Market Analysis
5. Strategy to Alleviate Chronic Homelessness
6. Special Population Needs
7. Public and Assisted Housing Needs
8. Lead Paint Hazard Reduction Strategy
9. Community Development Needs: Housing; Neighborhood Development; Economic Development
10. Five-Year Strategic Community Development Plan
11. Area-targeted Implementation Plan
12. First-Year Annual Action Plan

B. Consolidated Annual Performance Evaluation Report (CAPER)

Annually, upon the completion of the fiscal year, the Offeror will complete the CAPER for the City and submit to HUD each December. The Con Plan will be prepared and submitted to HUD with the e-Con Planning Suite in IDIS as the required format which incorporates the latest and most preferred format recommended by HUD. The Offerors are required to work with the HUD format, but also be able to provide a less technical format or approach when engaging in the citizen participation process. The requested annual CAPER will include, but is not limited to:

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1. Goals and Outcomes
2. Racial/Ethnic Composition of Persons Assisted
3. Resources and Investments
4. Affordable Housing
5. Homeless and Other Special Needs
6. Public Housing

C. Annual Environmental Reviews for CDBG Activities

At the beginning of each fiscal year, the Offeror will complete the environmental reviews required by HUD for CDBG program activities. It is estimated there may be between 10 – 15 activities that will require completion of Environmental Review Records but the level of review will vary depending on the type of activity. Some activities will be Exempt or may be Categorically Excluded. The Environmental Review Records (ERR) will be completed in the HUD online HEROS system. The requested annual ERR will include review of the following, but is not limited to them if HUD requirements change:

1. Site Contamination
2. Historic Preservation
3. Explosive and Flammable Materials
4. Noise Abatement and Control
5. Air Quality
6. Endangered Species
7. Airport Hazards
8. Farmlands
9. Wild Scenic Rivers
10. Floodplain Management

D. Technical Assistance

Provide technical assistance, guidance, advisory services for CDBG-related questions as well as small administrative tasks as needed. The need for technical assistance is estimated to be between 2 – 4 hours a month.

E. Expected Consultant Services

The City expects the Offeror to exercise independent judgment and to perform the requested services in a manner consistent with that expected of senior technical and management staff. The City expects to be able to rely on the Offeror to ensure that the process is completed in a timely manner. The City is able to provide oversight and reasonable clerical support, space for public meetings, and housing/planning related information to the Offeror.

It is anticipated that the project will require effective communication with City staff. Infrequent communication with City Council and the public, may require occasional meetings. These meetings will primarily be virtual except for one or two that may be in-person, especially for development of the Consolidated Plan. Proposals should meet the proposed timetable below.

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Timetable

The following timetable is provided as a guideline for various benchmarks after contract award. Actual dates may vary, except the dates for the Proposal due date.

Annual CAPER	Completed each December (2025 – 2029)
Annual Environmental Reviews	Completed each year tbd (2025 – 2029)
Technical Assistance	Estimated 2 – 4 hours a month as needed, August 2025 – September 30, 2029

The Offeror must be well versed in Federal and State housing policies and procedures and have strong research and communication abilities. The Offeror shall comply with federal regulations 2 CFR Part 200. The Offeror shall understand the Consolidated Planning and first year of the Annual Action Plan process and Environmental Review, and CAPER requirements. The Consolidated Plan also involves extensive public consultation; therefore, the ideal candidate should have experience engaging the public and conducting public meetings. A successful proposal will include examples of previous projects, staff principals and experience, and references to demonstrate the required experience and skill to produce the requested Plans.

F. Additional Services

The Offeror may provide information for other services or programs that are available to its clients that may not be specified in this proposal. Additional services should be provided with cost listed as well as details and description of the offering.

G. Qualifications

1. Demonstrated knowledge of the Fair Housing Act and local governments' responsibility to affirmatively further fair housing as mandated by Section 808(e)(5) of the Fair Housing Act;
2. Demonstrated experience or knowledge of preparation of HUD accepted Consolidated Plans and Annual Action Plans;
3. Demonstrated experience or knowledge on topics of local, state, and/or national obstacles, practices, and issues that impact fair housing;
4. Demonstrated experience in conducting comprehensive research including an ability to utilize technology and tools needed to interpret information and create a quality document;
5. Demonstrated excellent verbal, written, and interpersonal communication skills;
6. Demonstrated ability to complete similar projects within the stated timetable and budget;
7. Demonstrated experience in conducting Environmental Reviews;
8. Demonstrated experience in preparing 5-Year Consolidated Plans, CAPERs, and related documents;

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9. Demonstrated experience in working with political subdivisions across Virginia.

III. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this solicitation.

IV. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Office will not accept oral proposals or proposals received by telephone.
- B. Faxed or emailed proposals will NOT be accepted.
- C. Offerors are solely responsible for reviewing, complying, and returning a complete and responsive proposal. Failure to submit any of the required information may result in the proposal receiving a lower evaluation score. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

D. Paper Proposal Submission

1. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope or box. The envelope containing the proposal should be sealed and marked with the title and due date of the proposal.
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2. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual).
3. All expenses for making proposal to the City of Staunton shall be borne by the Offeror.
4. An authorized representative of the offeror shall sign proposals.
5. Official received time for proposals shall be determined by the time stamp affixed in the Purchasing Office at the time of receipt. Offerors are responsible for ensuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
6. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on a thumb drive) of the proposal documents.
 - a. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment D**, and Offeror is required to submit a redacted paper copy of the proposal in addition to the required number of proposal copies.
 - b. A redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be exact image of PDF scanned copies of the original, signed, completed documentation.
7. 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.

8. All paper proposals must be timely delivered to:

Hand or Delivery Service
City of Staunton
Finance Department
ATTN: Chad M. Horvat
116 W. Beverley Street
Staunton, VA 24401
540-332-3819

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 Purchasing Office by the designated date and hour.

E. Electronic Proposal Submission via the eVA System:

1. Prior to the due date, Offerors should:
 - a. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
 - b. Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and
 - c. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.
2. Electronic proposal submission with all required documents attached is required.
3. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments. Submission as one singular PDF formatted document is preferred. If additional information, specifications, technical drawings or any other attachments are included in the proposal, they may be attached at the end of the PDF of the required proposal documents in order to submit one singular PDF document.
4. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment D**.
 - a. Offeror is required to submit an additional redacted copy of the proposal.
 - b. The redacted copy is also preferred to be provided as one singular PDF document. All electronic copies shall be the exact image of PDF-scanned copies of the original, signed, and with all completed documentation.

c. eVA Submission Instructions:

Offerors must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

1. Go to www.eva.virginia.gov;
2. Click on “I Sell To Virginia”;
3. Click on “eVA Supplier Training”; and
4. Click on “Viewing and Responding to Solicitations Video”.

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

- F. The Proposal Signature Sheet (**Attachment E**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- G. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- H. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Request for Proposal and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract.
- I. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with existing conditions, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
- J. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of modifications or withdrawal.
- K. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
- L. No proposal can be withdrawn after the time set for the receipt of proposals and for ninety (90) days thereafter.
- M. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be retained by the Purchasing Department and will remain unopened. Proposals shall be open to public inspection only after award of the contract.

V. **PROPOSAL RESPONSE FORMAT**

The Offeror should include in its proposal a minimum of the following:

- A. Table of Contents

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B. Introduction

1. Cover Letter
2. Proposal Signature Sheet (**see Attachment E**)

C. Executive Summary

The proposal shall provide information necessary for City of Staunton to evaluate the qualifications, experience, and expertise of the proposing firm to provide the 5-Year Consolidated Plan and First-Year Annual Action Plan, annual CAPER, annual Environmental Reviews, and Technical Assistance.

The Offeror is to make a proposal which presents an understanding of the work to be performed. The proposal should demonstrate and provide evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the City of Staunton. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Proposals shall be signed by an authorized representative of the Offeror.

The Proposal must include, but is not limited to, the following, and it should be presented in the following order:

1. Response to Specific Requirements

Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services. The Offeror should provide additional information, as necessary, to assist the City in determining the ability of the Offeror to meet the individual services requested and the overall needs of the City.

2. Statement of Qualifications

The Offeror should include a description of the organizational and staff experience as it relates to meeting the City's needs.

3. Key Individuals

The Offeror shall provide a list of key individuals to be assigned to the City contract, specify their role in administering the City contract, and provide a current resume for each individual.

4. References

The Offeror shall provide references, including local government customers of the size and quality of the City for which services similar to those requested in this RFP are provided.

5. Company Credentials

The Proposal must include the company's name, address, main telephone and fax numbers, and the company's history and mission statement.

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The history of the organization includes: any former name(s) of the Offeror, number of years of operation and number of years Offeror has been involved in producing Con Plans, CAPERs, research documents and/or comparable documents.

The Proposal must include a minimum of three (3) references. Reference information shall be provided on **Attachment C**.

6. Staff Credentials

The Proposal must include the name, title, address, telephone number, and resume of the Offeror's project manager and team members. It must include a commitment concerning the availability of the project manager and identified team members. Credentials are subject to verification.

7. Work Plan and Schedule

In this section, the Proposal must present, in detail, action steps (tasks) and services to be provided consistent with the Scope of Services provided in this RFP. Benchmarks and deadlines must be delineated.

D. Budget

The Proposal must include a complete budget showing personnel, non-personnel, and all other costs. A detailed breakdown in costs for each item (Con Plan with first year Annual Action Plan, CAPERs, Environmental Reviews, and Technical Assistance) including projected hours and rate of each employee for each item with a not to exceed cost. Contract with successful Offeror will be on a "cost not to exceed" basis, and the City reserves the right to negotiate contract amount after Proposals are received. City also reserves the right to negotiate for additional related consulting services regarding the project for the duration of the contract term.

E. Addenda

The Offeror shall include signed copies of any and all addenda to the RFP.

F. Attachments

The Offeror shall complete and include with their Proposal the following attachments:

1. Attachment A – Certification of Interest and Relationships Form
2. Attachment B -- State Corporation Commission Form (SCC Form)
3. Attachment C – Vendor References Form
4. Attachment D – Proprietary/Confidential Information Form
5. Attachment E – Proposal Signature Sheet

VI. PROPOSAL EVALUATION/SELECTION PROCESS:

Offerors are to make written proposals according to **Section II-Scope of Services** which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the City may properly evaluate your capabilities to provide the required services.

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Selection of the successful proposal will be based upon submission of proposals meeting the selection criteria. Proposal evaluations will be graded on a point system, and will include, but not be limited to, consideration of the following minimum criteria:

SELECTION CRITERIA	WEIGHT
Specific Plan or Methodology to be used to perform the service.	25
All-inclusive Project Costs.	20
Experience in preparation of HUD Accepted planning and administrative documents.	25
References from other Clients.	10
Credentials of Proposed Project Team	20
Total	100

The City may require selected Offerors to make an oral presentation of their Proposals. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement. The City reserves the right to check all references furnished and consider responses received in determining the award.

As part of the evaluation process, the City may ask questions of a clarifying nature from Offerors as required. The City may also request an oral presentation to explain the proposal and answer questions.

The City reserves the right to cancel this RFP at any time or reject any or all proposals received as a result of this RFP if it is in the best interest of the City. The City reserves the right to waive any informality in any proposal.

VII. CONTRACT TERM

The term of this contract shall be from the date of award through September 30, 2027. The City reserves the right to extend the contract for two (2) additional two (2) year periods, to the extent permitted by law, providing both parties agree to compensation changes. The City reserves the right to re-solicit bids from other contractors after each two (2) year period.

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF RFPs:

- 1.1. In order for your Proposal, to receive consideration, it must be received prior to the specified time and date of opening as designated in the solicitation. E-mail and facsimile submittals are not acceptable.

2. SPECIFICATIONS

- 2.1. Offerors must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the Proposal. Accordingly, to insure that sufficient information is available, the Offeror must furnish as part of his Proposal all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the Proposal.

3. BRAND NAMES

- 3.1. Unless otherwise provided in the Request for Proposals, the name of a certain brand, make, or manufacturer does not restrict Offerors to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT:

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the Proposal price. Failure to do so may be cause for rejection of Proposal. The Offeror shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. Offeror shall base the Proposal on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:

- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. 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.
 - 7.1.5. 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 of Staunton 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 City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- 7.2. Payment to Subcontractors:
- 7.2.1. An offeror awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
 - 7.2.2. 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 of Staunton, 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 of Staunton.

8. AUDIT

8.1. The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

9. TESTING AND INSPECTION

9.1. The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

10. ASSIGNMENT OF CONTRACT

10.1. A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.

11. DEFAULT

11.1. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, 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 of Staunton may have.

12. TAXES

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

13. INDEMNIFICATION

13.1. The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its 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 shall survive the completion, terminations or expiration of the contract.

14. LIABILITY AND LITIGATION

14.1. 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.

15. COPYRIGHTS

- 15.1. 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.

16. OFFEROR'S PERFORMANCE

- 16.1. The successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

17. AWARDING THE CONTRACT

- 17.1. 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 RFPs submitted in response to this Request for Proposals when such waiver is in the best interest of the City.
- 17.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of RFPs. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results> and on the eVA procurement site.

18. DISCUSSION OF EXCEPTIONS TO THE RFP

- 18.1. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.
- 18.2. Please identify in the proposal submission any "Exceptions to RFP".

19. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 19.1. RFPs 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:
- 19.2. Public inspection of certain records:
 - 19.2.1. 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.

- 19.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 19.2.3. 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 RFPs are completed but prior to award, except in the event that the City decides not to accept any of the RFPs and to reopen the contract. Otherwise, Proposal records shall be open to public inspection only after award of the contract.
- 19.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 19.2.5. Trade secrets or proprietary information submitted by an Offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall
 - 19.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 19.2.5.2. identify the data or other materials to be protected, and
 - 19.2.5.3. state the reasons why protection is necessary.
 - 19.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

20. ETHICS IN PUBLIC CONTRACTING

- 20.1. 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.

21. FORUM SELECTION

- 21.1. 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.

22. PROMPT PAYMENT ACT

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

23. REJECTION OF RFPS

- 23.1. The City reserves the right, at any time prior to award of the contract, to reject any and all RFPS, or any part thereof, to make no award, and/or to issue a new Request for Proposals, or make modifications, corrections, or additions to the information contained herein.
- 23.2. Offerors are cautioned this is a Request for Proposals, NOT a request to contract.

24. COSTS FOR PROPOSAL PREPARATION

- 24.1. Any costs incurred by offerors in preparing or submitting RFPS 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 Proposals.

25. APPROPRIATIONS

- 25.1. The obligations of the City of Staunton 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 of Staunton 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.

26. ADDITIONAL FEDERAL GRANT PROVISIONS

- 26.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- 27.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC).
- 27.2. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

28. ANTITRUST

- 28.1. 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.

29. QUALIFICATIONS OF OFFERORS

- 29.1. 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.
- 29.2. 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.

30. CANCELLATION OF THE CONTRACT

- 30.1. 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.

31. AVAILABILITY OF FUNDS

- 31.1. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. 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.

32. SELECTION PROCESS/AWARD

- 32.1. 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.

33. SAFETY AND OSHA STANDARDS

- 33.1. 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.

34. CONTRACT TERM

- 34.1. 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 Request for Proposals.

- 34.2. 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 the City of Staunton.
- 34.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.
- 34.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Proposals, and to reject any and all RFPs in total or by components.
- 34.5. The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.

35. SEVERABILITY

- 35.1. Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

36. COMPENSATION AND RECORD KEEPING

- 36.1. 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 “unit price” 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.

37. PAYMENT

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

38. PERFORMANCE AND PAYMENT BONDS

- 38.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

39. SOLICITATION ADDENDA

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

40. INSURANCE REQUIREMENTS

- 40.1. 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 City of Staunton as an additional insured.

41. CONTRACT TERMINATION

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

42. DEBARMENT STATUS

- 42.1. 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 RFPs on contracts by any public body of the Commonwealth of Virginia.

43. CONTRACTOR UNDERSTANDING

- 43.1. 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.

44. SUBCONTRACTS

- 44.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

45. DRUG-FREE WORKPLACE

- 45.1. During the performance of this contract, the contractor agrees to:
- 45.1.1. provide a drug-free workplace for the contractor's employees;
 - 45.1.2. 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;
 - 45.1.3. 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
 - 45.1.4. 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.

46. NON-DISCRIMINATION

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

- 46.1.1. 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.
- 46.1.2. 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.
- 46.1.3. 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.
- 46.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

47. PERMITS AND LICENSES

- 47.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. 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.

48. COOPERATIVE PROCUREMENT

- 48.1. 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.

49. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 49.1. 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)

50. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)

- 50.1. For the purposes of this section, "forced or indentured child labor" means all work or service
 - 50.1.1. exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or
 - 50.1.2. performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

51. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 51.1. 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 Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto (**Attachment A**) and submit the certification contemporaneously with the executed Contract.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDSs

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by *41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - a. **Termination for Convenience.** Contract is terminated due to reasons known to COS, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.
 - b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.
3. Equal Employment Opportunity. Except as otherwise provided under *41 CFR Part 60*, all contracts that meet the definition of “federally assisted construction contract” in *41 CFR Part 60-1.3* must include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with Executive Order 11246, “Equal Employment Opportunity” (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339*), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at *41 CFR part 60*, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (*40 U.S.C. 3141-3148*). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (*40 U.S.C. 3141-3144, and 3146-3148*) as supplemented by Department of Labor regulations (*29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be

conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (*40 U.S.C. 3145*), as supplemented by Department of Labor regulations (*29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”*). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9. Byrd Anti-Lobbying Amendment (*31 U.S.C. 1352*) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by *31 U.S.C. 1352*. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. §200-323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at *40 CFR part 247* that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. To the extent that a procurement award or transaction for goods or services under this purchase order or other contract is funded with federal funds under American Rescue Plan Act (ARPA), the successful bidder or proposer or awardee must comply with the federal domestic preference for procurements requirements of the federal regulations prescribed in Section 200.322 of Title 2 of the Code of Federal Regulations (CFR). The successful bidder or proposer or awardee certifies that any contracts, as well as any subcontracts, shall include this requirement, which mandates that to the greatest extent practicable there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Definition of the terms “produced in the United States” and “manufactured products” may be found in the CFRS at: Electronic Code of Federal Regulations (eCFR) or successor url. And to the extent not in compliance with such requirements, the successful bidder or proposer or awardee shall indemnify, defend and hold harmless the City of Staunton, to the fullest extent permitted by law
12. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or

3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

**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 Public 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 Public 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: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ **Date:** _____

Name: _____
Print

Title: _____

Name of Firm: _____

****This document must be completed & returned with bid submission.****

END OF STATE CORPORATION COMMISSION FORM

VENDOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

- 1) Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____
E-Mail: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

B. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$ _____
Service: _____ Value: _____

(Continued on next page.)

VENDOR REFERENCES FORM

(Cont.)

C. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$
Service: _____ Value: _____

D. Company: _____ Contact: _____
Phone: () _____ E-Mail: _____
Project: _____
Dates of _____ \$
Service: _____ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

**PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION FORM**

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

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

SECTION NUMBER	PAGE NUMBER	REASON

Authorized Signature

Date

ATTACHMENT E
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth herein. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF FIRM: _____

ADDRESS: _____

FED ID NO: _____

SIGNATURE: _____

NAME (print): _____

TITLE: _____

TELEPHONE: _____

DATE: _____

E-MAIL: _____

WEB SITE: _____