REQUEST FOR PROPOSALS

RFP AND CONTRACT DOCUMENTS

COMPREHENSIVE WATER, WASTEWATER, AND SOLID WASTE COST OF SERVICE & RATE STUDY

RFP# C00426

MARCH 23, 2026

FINANCE - UTILITIES

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REQUEST FOR PROPOSALS

TITLE:	Comprehensive Water, Wastewater, and Solid Waste Cost of Service and Rate Study
RFP #:	C00426
RFP DUE DATE:	APRIL 30, 2026

PURPOSE

The City of Staunton, Virginia (the "City") is soliciting proposals from qualified and interested consultants to conduct a comprehensive Water, Wastewater, and Solid Waste Cost of Service and Rate Study ("Study").

INQUIRIES CONCERNING THE RFP

Any questions regarding the specifications for this Request for Proposals (RFP) should be directed, in writing, to:

Jessie Moyers
Chief Financial Officer
moyersjl@ci.staunton.va.us

Written inquiries are due by no later than 5:00 p.m. April 3, 2026.

RFP SCHEDULE

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

ESTIMATED PROJECTED TIMELINE FOR PROJECT:

RFP Posted	March 23, 2026
Questions Due	April 3, 2026 at 5:00 p.m.
Q&A Responses & Addenda Posted	April 7, 2026
RFP Due	April 30, 2026 at 2:00 p.m.
Services Begin	June 15, 2026
Services Complete	September 30, 2026

RFP SUBMISSION FORMATS

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.

The Purchasing Office will NOT accept oral proposals or proposals received by E-mail, telephone, or fax.

Sealed proposals, whether electronic or paper, will be received not later than **2:00 p.m. on APRIL 30, 2026**, with proposals received by that time opened at 2:00 p.m. at Staunton City Hall, Finance Department.

1. **<u>Paper Submissions</u>**

A. All paper proposals submitted by **any delivery services (UPS, FedEx, etc.), US Postal Service, or hand-delivered** shall be timely delivered to:

ATTN: Chad M. Horvat
City of Staunton
Finance Office (3^{rd} Floor)
116 W. Beverley Street
3^{rd} Floor - Finance Department
Staunton, VA 24401
540-332-3819

PROPOSALS RECEIVED
AFTER THE DATE AND TIME SPECIFIED
WILL BE REJECTED

Office Hours
<u>Monday through Friday, 8:00am to 5:00pm</u>.

B. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on flash or thumb drive) of the proposal documents.

i. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment A**, and

ii. Offeror is required to submit a redacted paper copy of the proposal in addition to the required number of proposal copies and,

iii. A redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be an exact image of PDF scanned copies of the original, signed, completed documentation.

C. The proposal and any other required documents shall be enclosed in a sealed opaque envelope or box. The envelope containing the proposal shall be sealed and marked with the title and due date of the proposal. **RFP # C00426 – COMPREHENSIVE WATER, WASTEWATER, AND SOLID WASTE COST OF SERVICE & RATE STUDY** and be accompanied by complete specifications for the items offered.

D. Proposals should also clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual) on the outside of the packaging.

E. No responsibility will attach to the City or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.

F. Official received time for proposals shall be determined by the time stamp affixed in the City of Staunton Finance Department at the time of receipt. Offerors are responsible for ensuring that their proposals are stamped by Finance Department personnel by the deadline indicated.

G. All expenses for making the proposal to the City shall be borne by the Offeror.

H. An authorized representative of the Offeror **shall sign the Proposal as well as any other required attachments.**

I. All proposals shall be either typewritten or filled in with ink in order to be considered.

2. <u>Electronic Submissions via the eVA System</u>

A. Electronic sealed proposals will be accepted **ONLY** through the eVA system. Proposals delivered electronically by any method outside of the eVA system WILL NOT be accepted.

B. Prior to the due date, Offerors should:

i. 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) to check for any updates, changes, amendments, cancellations, etc., and to ensure receipt of all Solicitation attachments and document to be completed and submitted; and.;

ii. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.

C. Electronic proposal submission with all required documents attached is required and submission as one singular PDF formatted document is preferred.

D. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments.

eVA Specific 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".

5) 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.

INTRODUCTION

The City of Staunton, Virginia (the "City") is soliciting proposals from qualified and interested consultants to conduct a comprehensive Water, Wastewater, and Solid Waste Cost of Service and Rate Study ("Study"). The intent of the Study is to assess the existing rates and revenues and to recommend rate structures to adequately fund the water, sewer, and solid waste operations, capital costs, reserve funds and budgets, and existing debt service obligations while ensuring a five-year rate structure that will both stabilize rates for the City's customers while providing sufficient revenues to meet all needs.

The City is seeking an experienced firm with the technical skills to appropriately evaluate and develop water, wastewater, and solid waste rate schedules that will meet the projected needs of the City's utility. Proposers who submit a response to this Request for Proposals (RFP) must have the ability to meet the requirements including all terms and conditions in this RFP.

Background

Water Distribution System

Staunton's public water system draws from a mix of natural groundwater and surface water sources. This includes raw water from underground springs (such as Gardner Springs) and reservoirs (like the Staunton Dam). Water travels through transmission mains and tunnels to the city's treatment plant. The City owns and operates an 8 million gallon per day (MGD) conventional water treatment plant. Raw water is conveyed to the City's water treatment facility, where it undergoes a conventional treatment process that includes screening, coagulation, sedimentation, filtration, and disinfection. The treated water meets all state and federal drinking water quality standards before entering the distribution system.

Once treated, water is delivered through an interconnected network of underground water mains of varying sizes. Larger transmission mains convey water from the treatment plant and storage facilities to neighborhoods, while smaller distribution lines deliver water directly to individual service connections and fire hydrants. The system is designed to provide adequate pressure and flow for both everyday use and fire protection. The water distribution system includes elevated storage tanks and ground-level storage that serve multiple purposes: maintaining consistent water pressure, providing emergency reserves, and meeting peak demand. Staunton's system is divided into pressure zones based on elevation and topography, allowing the City to manage pressure efficiently across different areas. The City's utilities and public works staff are responsible for operating, maintaining, and monitoring the water distribution system. This includes routine maintenance, system inspections, water quality sampling, emergency response to main breaks, and ongoing infrastructure improvements to address aging pipes and facilities. The city has approximately 10,000 active water connections. In addition, the City sells treated water to Augusta County, VA at a wholesale rate. The minimum contract is 1 million gallons per day.

Wastewater Collection System

Staunton does not operate its own standalone wastewater treatment plant as a single city-run facility. Instead, the City's wastewater is treated at a regional wastewater treatment plant, providing economies of scale and shared management with Augusta Water. The Middle River Regional Wastewater Treatment Plant is the primary facility that treats sewage from the City. The plant is jointly owned by the City of Staunton and Augusta Water and operated by Augusta Water under an interjurisdictional agreement with the City. The facility's treatment capacity is around 6 million gallons per day (MGD). Sewage from Staunton homes, businesses, and institutions flows through a network of gravity sewer mains and pump stations that move wastewater uphill or across terrain barriers. These collection systems are maintained by City's utilities and public works staff and convey wastewater toward the regional treatment facility. In addition, the sewage from certain areas of the City flows to the Augusta Water's Fishersville plant and is billed to the city separately.

Solid Waste System

The City of Staunton's solid waste program, operated by the Public Works Department, provides weekly curbside trash collection for residential customers using standardized, City-issued carts as part of its trash modernization program. This approach improves efficiency, safety, and consistency in service delivery. Residents are required to bag trash and place it in the designated cart for pickup. In addition to regular trash service, the City offers optional yard waste collection for enrolled households, with organic materials collected separately to reduce landfill use. Staunton also conducts heavy trash and bulky brush collections twice a year, allowing residents to dispose of large items such as furniture, appliances, and large yard debris that cannot be handled through weekly service.

Recycling in Staunton is provided through a drop-off model rather than curbside collection, with residents bringing recyclable materials to designated recycling centers. Hazardous materials and certain special wastes are not collected curbside and must be disposed of through regional facilities or special collection events. Collected solid waste is taken to the Augusta Regional Landfill. The Augusta Regional Landfill is owned and operated by the City of Staunton, the City of Waynesboro, and Augusta County.

Utility Billing, Customer Service, and Accounting

Billing for water, sewer, and solid waste is completed by the City's finance department. The City reads meters and bills customers bi-monthly. Meters for the wholesale customers are read monthly and billed monthly. The City uses Tyler's Munis ERP system to bill its customers. Water and sewer usage charges are based on water usage. Payments are collected by the City's Public Works department and the City's utility payment office, which is overseen by the Finance department.

COMPETITIVE NEGOTIATION

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

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

DESCRIPTION OF WORK

Provide a comparison of current water, wastewater, and solid waste systems costs (operational, capital improvements, maintenance, debt service) against appropriate industry benchmarks.

Recommend baseline rate structures required to fund water, wastewater, and solid waste systems and consider annual inflationary, indexed adjustments to rates needed to maintain each utility.

Recommend baseline fee structures required to fund water, wastewater, and solid waste system future capital improvement requirements.

Recommend alternative rates and fees structures.

Recommend ways of communicating utility system costs including recommendations for adjusting City website or other means of communication.

Requirements

1. The recommended fee and rate structures shall provide direct identification of revenues appropriated to major funded activities and infrastructure.
2. The recommended fee and rate structures shall be consistent with industry practices for utility rates in Virginia.
3. The benefits of any proposed modifications shall be weighed against the financial impacts on customers.
4. The recommended rate structure shall be easy to administer and understand.
5. The City's billing system must be able to handle any proposed rate structure.
6. The recommend fee and rate structure shall be planned for a five- and ten-year consideration.

Deliverables

The selected firm shall provide the following as part of this project:

1. Conduct at least one (1) meeting with staff to discuss project and any information required by the Firm. Follow-up correspondence can be conducted by phone and e-mail.
2. Conduct research and analyses as required to address the scope of work.
3. Prepare a preliminary study report and tentative fee/rate structures.
4. Conduct at least one (1) meeting with staff to present preliminary study report at least one week following submittal of the report for comments.
5. Prepare a final study report and final fee/rate structures that address all comments provided by staff. All spreadsheets must be in Excel format.
6. Conduct one (1) meeting with City Council to present the final study report.

City Responsibilities

The City will designate an individual to act as the City's representative with respect to the work to be performed under this contract. The City will provide the following information related to the Water, Sewer, and Environmental Funds to assist the successful firm in completing the study and report, including but not limited to the following:

1. Annual reports from the billing system detailing water, sewer, and solid waste charges/revenues.
2. Report from the billing system detailing the largest water and sewer customers.
3. Report of the connections to the system and fees charged.
4. Reports from the City's financial system detailing operating expenses by cost organizations.
5. Reports from the City's financial system detailing revenues.
6. Reports from the City's fixed asset system.
7. The adopted fiscal 2027 operating budget and fiscal 2027-2031 capital improvement plan.
8. City code sections related to water, sewer, and solid waste including current rates and fees.

GENERAL REQUIREMENTS

1. To be considered for selection, offerors must submit a complete response to this RFP. Failure to submit all information requested may result in the rejection of the incomplete proposal.
2. Offerors must address and provide each item in Scope of Services.
3. Any costs or expenses of any kind incurred by an offeror in preparing or submitting proposals are the offeror's sole responsibility; the City will not reimburse any offeror for any costs or expenses incurred as a result of the preparation of this RFP.
4. Proposals should be as thorough and detailed as possible so that the City may properly evaluate the capabilities of respective firms to provide the required services. Offerors are required to submit the following items for a complete proposal:
    a. A statement of the offeror's understanding of the work to be performed.
    b. Information as to the offeror's background and experience relative to these services being requested.
    c. A listing of three (3) previous clients who may be contacted as references, for whom similar services of similar scope have been provided within the last five (5) years.
    d. Information as to the size and organizational structure of the offeror's firm.
    e. A list of proposed Project team members to include information detailing experience, education, background, specific or technical accomplishments, and any special qualifications applicable to contract performance.
    f. Number, type and value of current projects and effect of these on offeror's ability to provide services as required during the contract.

g. Evidence of past performance relative to ability to complete projects on schedule and within estimated costs.

h. Listing of any other special experience and qualifications relative to this Project desired by the offeror.

CRITERIA FOR PROPOSAL EVALUATION

1. The procurement method for this is a Request for Proposals involving the evaluation of initial qualifications of interested firms to ensure that minimum qualifications are met followed by a detailed review of firms deemed meeting the minimum qualifications.
2. Firms may then be invited to an interview to answer questions of the selection committee. The cost of the preparation and submittal of proposals and for interview travel and preparation is an operational cost of the firm, and the City will not be responsible for any such costs incurred.
3. The following criteria will be utilized in evaluating proposals:

Each firm will be evaluated based on the following:

Evaluation Criteria	Points
1. Experience & Qualifications • Experience with utility rate studies for similar-sized utilities • Water, sewer, and solid waste experience • Relevant references • Qualifications of key personnel	30
2. Methodology & Understanding • Clear, industry-standard methodology • Understanding project goals • Integration of capital improvement plan • Ability to test multiple rate structures and assumptions • Alignment with state/local requirements and best practices	25
3. Project Management & Timeline • Ability to meet the required deadlines • Appropriateness of the hours and resources dedicated to each task • Communication plan (meetings, workshops, presentations) • Responsiveness and flexibility	15
4. Rate Model & Deliverables • User-friendly Excel model • Easy for staff to update • Clear reports and training • Experience presenting to governing boards	15
5. Cost & Overall Value • Total cost for the study • Transparent pricing structure • Scope aligned with needs • Value relative to depth of analysis	15
TOTAL	**100**

METHOD OF AWARD

A. All aspects of each proposal submitted will be considered. This RFP does not commit the City to award a contract or to pay costs or expenses incurred in the preparation of responses to this RFP. 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 RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is a RFP, not a request for contract.

B. The City reserves the right to award a single, or multiple contracts for specific services and to negotiate additional services of a similar nature with the successful offeror(s).

C. Following evaluation of the written proposals as submitted, presentations may be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, or more.

D. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If, after negotiations have been conducted with the top-ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations will begin with the firm ranked number 2.

E. This procedure will continue until an agreement is reached or negotiations are terminated and the services re- solicited. At any stage of the selection process, should the City of Staunton determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

F. Notice of Award will be posted on the City's website (www.ci.staunton.va.us) and on the eVA website.

OFFEROR INFORMATION FORM

Business Identification

BUSINESS/COMPANY NAME:	
STREET ADDRESS:	
MAILING ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
VA STATE CORPORATION COMMISSION IDENTIFICATION (VA SCC) NUMBER.:	VA SCC Number: ** If Offeror does not have a VA SCC Number, Offeror must refer to Procurement Guidelines Item 26.2. and shall provide the required documentation.
FEDERAL ID NUMBER:	
DUNS/UEI NUMBER:	

Qualifications and References

Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes- Explain:	
Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?	No:	
	Yes - Explain	
Type of work performed by this business:		
Number of years this business has been in operation:		
Number of employees:	Full time:	Part Time:
Business License:	Type:	Issued:

References:
Offerors shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, a telephone number and/or an E-mail address.

Reference Name	Contact	Telephone
Address	**City, State ZIP**	**E-mail**
Reference Name	**Contact**	**Telephone**
Address	**City, State ZIP**	**E-mail**
Reference Name	**Contact**	**Telephone**
Address	**City, State ZIP**	**E-mail**

Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act. The business is aware of information bearing on the existence of any potential organizational conflict of interest.	YES, Explain Below NO

Collusion

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES NO

Acknowledgement of Addendum Received

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

Addenda issued during the proposal period will be incorporated into the Contract Documents.

Authorized Signature

By signing, Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	**Date:**
Name (Printed):	**Title:**
Email Address:	**Telephone Number:**

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 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, 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.

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 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.

11. DEFAULT

11.1. 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.

12. TAXES

12.1. Sales to the City 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 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 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 of shall survive the completion, terminations or expiration of the contract.

14. CLAIM PROCESS

14.1. The City and CONTRACTOR each hereby waive all right to trial by jury in any matter arising out of or in any way connected with resulting CONTRACT from this request for proposals or their relationship, whether contractual or extra-contractual. They agree that prior to the assertion of any claim against the other, they will endeavor to resolve the claim through discussion, including the optional use of non-binding mediation.

14.2. Absent an agreed resolution, the process to assert a claim against the City is to present it in writing to the Appropriate City Department Director within 10 calendar days following the failure to resolve the claim. The City Department Director shall review the claim and make a determination at the Departmental level.

14.3. If no resolution can be obtained at the Department level, the claim can be appealed and submitted to the City Manager or designee, and ultimately to City Council, with each such appeal to be submitted in writing within 10 calendar days of the prior decision. If no appeal is submitted within 10 calendar days of the prior decision, no further action may be taken against the City, and the claim will be null and void.

14.4. The appeal shall identify, in writing, on what specific basis, with citation to controlling and supporting documentation and legal authority, the appeal is sought and challenge made to the prior decision, and the resolution or remedy which would be acceptable.

14.5. With any claim that reaches City Council, the City Council shall decide the claim within 60 days of when it was submitted to the City Manager or designee.

15. LIABILITY AND LITIGATION

15.1. 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.

16. CONTRACTUAL CLAIMS

16.1. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Successful firm's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

16.2. Any notice or claim shall be delivered to the City's Finance Business Manager, Third Floor City Hall, 116 W. Beverley Street, Staunton, VA 24401, and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested.

16.3. The City's Finance Business Manager shall render a decision on the claim and shall notify the Successful firm within 30 days of receipt of the claim. The Successful firm may appeal the decision of the City’s Finance Business Manager by providing written notice to the City Manager, within 15 days of the date of the decision.

16.4. The City Manager shall render a decision on the claim within 60 days of the date of receipt of the appeal notice, and such decision shall be final unless the Successful firm appeals the decision in accordance with the Virginia Public Procurement Act.

17. RESPONSIBILITY FOR PROPERTY

17.1. The Successful firm shall be responsible for damages to property caused by work performed under the CONTRACT. Property damage to surrounding or adjoining areas caused directly or indirectly by actions or omissions of the Successful firm shall be repaired or replaced by the Successful firm, to the satisfaction of the Owner, at the Successful firm's expense.

18. COPYRIGHTS

18.1. 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.

19. OFFEROR'S PERFORMANCE

19.1. 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.

20. AWARDING THE CONTRACT

20.1. 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.

20.2. The City 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.

21. DISCUSSION OF EXCEPTIONS TO THE RFP

21.1. 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.

21.2. Please identify in the proposal submission any "Exceptions to RFP".

22. PUBLIC INSPECTION OF PROCUREMENT RECORDS

22.1. 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:

22.2. Public inspection of certain records:

22.2.1. 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.

22.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.

22.2.3. 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.

22.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

22.2.5. 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

22.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,

22.2.5.2. identify the data or other materials to be protected, and

22.2.5.3. state the reasons why protection is necessary.

22.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

23. ETHICS IN PUBLIC CONTRACTING

23.1. 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.

24. FORUM SELECTION

24.1. 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.

25. PROMPT PAYMENT ACT

25.1. 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.

26. REJECTION OF RFPS

26.1. 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.

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

27. COSTS FOR PROPOSAL PREPARATION

27.1. 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.

28. APPROPRIATIONS

28.1. 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.

29. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

29.1. 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).

29.2. 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/.

30. ANTITRUST

30.1. 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.

31. QUALIFICATIONS OF OFFERORS

31.1. 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.

31.2. 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.

32. CANCELLATION OF THE CONTRACT

32.1. 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.

33. AVAILABILITY OF FUNDS

33.1. 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.

34. SELECTION PROCESS/AWARD

34.1. 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.

35. SAFETY AND OSHA STANDARDS

35.1. 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.

36. CONTRACT TERM

36.1. 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.

36.2. 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.

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

36.4. 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.

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

37. SEVERABILITY

37.1. 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.

38. PAYMENT

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

39. COMPENSATION AND RECORD KEEPING

39.1. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion of 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.

40. PERFORMANCE AND PAYMENT BONDS

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

41. SOLICITATION ADDENDA

41.1. Prior to submitting their Proposal, it is the Offeror's responsibility to check the City web-site and/or eVA for any addenda associated with this Request for Proposals.

42. INSURANCE REQUIREMENTS

42.1. Insurance shall be in amounts not less than $2,000,000 Liability, $1,000,000 Worker's Comp, and $1,000,000 Auto 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 as an additional insured.

43. CONTRACT TERMINATION

43.1. 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.

44. DEBARMENT STATUS

44.1. 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.

45. CONTRACTOR UNDERSTANDING

45.1. 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 ffect 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.

46. SUBCONTRACTS

46.1. No portion of the work shall be subcontracted without prior written consent of the City. 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.

47. DRUG-FREE WORKPLACE

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

47.1.1. provide a drug-free workplace for the contractor’s employees;

47.1.2. 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;

47.1.3. 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

47.1.4. 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.

48. NON-DISCRIMINATION

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

48.1.1. 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.

48.1.2. 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.

48.1.3. 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.

48.1.4. 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.

49. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS

49.1. The City does not discriminate against small and minority businesses or faith-based organizations.

50. PERMITS AND LICENSES

50.1. 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.

51. COOPERATIVE PROCUREMENT

51.1. 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.

52. IMMIGRATION REFORM AND CONTROL ACT OF 1986

52.1. 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)

53. CERTIFICATION OF INTEREST & RELATIONSHIPS

53.1. 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 B**) and submit the certification contemporaneously with the executed Contract.

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

54.1. For the purposes of this section, "forced or indentured child labor" means all work or service

54.1.1. 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

54.1.2. 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.

54.2. A public body that enters into a public contract for goods or services that exceeds $10,000 shall include in such a public contract provisions

54.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and

54.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds $10,000, so that the prohibition will be binding upon each subcontractor or vendor

55. CERTIFICATION OF CRIMES AGAINST CHILDREN

55.1. The offeror does and shall further certify that the offeror's directors, members, officers and employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, the offeror shall execute the certification attached hereto as **Attachment B** (attached if applicable) and submit the certification contemporaneously with an executed Contract.

55.2. Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The City shall not be liable for materially false statements regarding the certifications required under this Contract.

56. MODIFICATION & WITHDRAWAL OF PROPOSAL

56.1. 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.

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

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