

CITY OF STAUNTON REQUEST FOR PROPOSALS
ARCHITECTURAL SERVICES FOR PREPARING HISTORIC DISTRICT DESIGN GUIDELINES FOR
COMMERCIAL PROPERTIES

January 19, 2018

GENERAL INFORMATION

Proposal

The City of Staunton is seeking proposals from qualified and properly licensed architectural firms specializing in historic preservation planning, architectural history, and/or cultural resources management to develop a detailed, cohesive, set of design guidelines for commercial buildings in the City's historic districts consistent with the Secretary of the Interiors *Standards for the Treatment of Historic Properties*.

All proposals must be timely delivered to:

Cameron S. McCormick – Assistant Director Finance
City of Staunton
116 W. Beverley Street, P.O. Box 58
Staunton, VA 24402-0058
540.332.3948
mccormickcs@ci.staunton.va.us

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO 4:00 PM, LOCAL TIME, FRIDAY, FEBRUARY 2, 2018.

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 Assistant Director of Finance by the designated date and time. 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.

Inquiries Concerning the RFP

Any questions or comments concerning this Request for Proposal (RFP) should be directed in writing to:

Rodney S. Rhodes, Senior Planner and Zoning Administrator
City of Staunton
P.O. Box 58
Staunton, VA 24402-0058
540.332.3862
rhodesrs@ci.staunton.va.us

REQUEST FOR PROPOSALS HISTORIC DISTRICT DESIGN GUIDELINES FOR COMMERCIAL PROPERTIES

I. INTRODUCTION

The City of Staunton is seeking proposals from qualified and properly licensed architectural firms specializing in historic preservation planning, architectural history, and/or cultural resources management to develop a detailed, cohesive, set of design guidelines for commercial buildings in the City's historic districts consistent with the Secretary of the Interiors *Standards for the Treatment of Historic Properties*. The finished product will be design guidelines that are intended to provide property owners and contractors assistance as they plan alterations to their historic buildings as well as to standardize the information for Historic Preservation Commission (HPC) decision making. It is the intent of this RFP to have the successful firm supply complete, enforceable, adopted design guidelines.

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

II. COMPETITIVE NEGOTIATION

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

III. DESCRIPTION

This project aims to focus solely upon and establish specific commercial building design guidelines for the City's Historic Preservation Districts. New commercial guidelines are intended to incorporate considerations and guidance concerning historic materials preservation and rehabilitation, new materials, compatible additions, new construction, signage, energy efficiency, alternative power, landscape elements etc. Having well defined guidelines provides a much-needed planning tool for both property owners and businesses. Staff and HPC members, who review property owners' applications, need clear guidelines to better address the preservation and the evolution of Staunton's historic character. The consultant shall prepare commercial design guidelines for the City of Staunton which are: 1. Easy to understand and well illustrated for use by property owners and contractors; 2. In substantial conformance with the Secretary of the Interior's Standards for Rehabilitation; 3. Written to give direction for designing infill commercial construction that is quality, well designed and enhances the district's historic character; 4. Addresses the incorporation of changing technologies such as materials, alternative energy, etc.; and 5. written to assist in the protections of Staunton's heritage resources, while supporting planning and development in the districts which reflects the unique character of Staunton and supports a thriving commercial downtown.

The total Project costs for all services is not to exceed \$28,000.

IV. SCOPE OF SERVICES

The project scope of services includes, but is not limited to, the following:

a. Initial Meeting with City and Public Meetings

1. The City will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule and other matters as necessary.
2. The City will also schedule an initial public meeting with the consultant to introduce the project to the public and receive public comment. This may be part of a regularly scheduled HPC meeting.
3. The Consultant will be required to make a public presentation to summarize the final design guidelines.

b. Design Guidelines

The Consultant shall:

1. Collect and review any pertinent existing studies as needed besides the existing guidelines to possibly include plans, zoning information, histories, photographs, National Register nominations and maps from the planning staff, Historic Staunton Foundation and other local sources
2. Tour the historic district with staff in order to understand the issues and architectural character of Staunton.
3. Discuss in depth, the reasons, issues and expectations of this revision of the guidelines. Review the existing guidelines with staff to better determine what changes are needed, what new topics need to be covered and how existing processes, information and chapters need to be reorganized.
4. Discuss the role of stakeholders in the process and the public outreach approach to ensure that all affected parties are represented in the project including property owners, neighborhood groups, merchants, institutions and other agencies. Consider use of a steering committee with representatives from each historic district, HPC, staff, etc. consider use of on-line surveys, in-depth interviews, workshops with break-out groups, etc. Discuss with staff and others as needed.
5. Meet with the HPC to introduce the project, review scope of work and schedule, and share a sample table of contents. Gain their perspective on the changes needed to the guidelines.

c. Final Products

1. The document produced by the consultant will include guidelines that assist the City of Staunton HPC and property owners in determining appropriate design of rehabilitation of existing buildings and appropriate design for new buildings proposed for construction within the boundaries of the City of Staunton's historic preservation districts. Illustrations (may be a combination of photographs and drawings) will accompany text to show examples of appropriate and inappropriate design choices for the district.

2. The document will include the following statement: "This publication has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the view or policies of the U.S. Department of the Interior. This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, D.C. 20240.
3. The Consultant shall provide the City with ten (10) bound copies of the draft Design Guidelines, plus one unbound copy. The Design Guidelines shall also be provided in digital format so that the City may make future additions, changes, and incorporate the guidelines into the City of Staunton website.

ESTIMATED PROJECTED TIMELINE FOR PROJECT:

Draft commercial design guidelines are expected to be completed no later than August 1, 2018, time being of the essence.

V. GENERAL REQUIREMENTS

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

One original and two (2) copies, and a digital copy of the complete proposal must be submitted to the City of Staunton Finance Department. Each copy of the proposal should be bound in a single volume to the fullest extent practical. All documentation submitted with the proposal should be bound in the same single volume.

Proposals must be received prior to 4:00 PM, local time, on February 2, 2018, by the City of Staunton Finance Department. All submitted proposals shall be signed by an authorized representative of the offeror. Proposals may be mailed or hand delivered to the City of Staunton, Finance Department, 3rd Floor, 116 W Beverley St, Staunton, VA 24401. **Faxed or e-mailed proposals are not acceptable.** It is the offeror's responsibility to ensure that the proposal is received by the Finance Department by 4:00 PM, local time, on February 2, 2018. Proposals received after that date and time, will not be accepted or considered. All proposals will be time and date stamped upon arrival.

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

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

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

Any costs or expenses of any kind incurred by an offeror in preparing or submitting proposals are the offeror's sole responsibility; the City of Staunton will not reimburse any offeror for any costs or expenses incurred as a result of the preparation of this RFP.

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

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

VI. AWARD OF CONTRACT

A. RESERVATION

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

B. EVALUATION CRITERIA

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

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

The following criteria will be used to evaluate the proposals:

Evaluation Criteria	Points
Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).	40
Proposed Work Program and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).	20
Experience and qualifications of personnel assigned to perform the services	20
Communications (Organization/completeness of response; writing skills, as shown through the submission and any submitted work samples).	10
Work Product Examples (Quality, appearance, presentation, and applicability of submitted work examples).	10
TOTAL	100

C. IMPORTANT DATES

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

RFPs Due	February 2, 2018 - 4:00 PM
Review of Proposals/ Interview Offerors	February 2018
Architectural Services Begin	February 15, 2018
Completion Date for Project	August 1, 2018

VII. GENERAL TERMS & CONDITIONS

- A. **APPLICABLE LAWS AND FORUM SELECTION:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction, and any litigation or proceeding with respect thereto shall be brought and maintained solely in the Virginia state courts of the City of Staunton. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting proposals, offerors certify to the City of Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, when applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds; provided, however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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 applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- C. **FEDERALLY FUNDED PROGRAM:** This program receives federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age or disability. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, National Park Service, 1849 C St. NW, Washington, DC 20240.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor 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.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the City of Staunton, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services for the City of Staunton, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the offeror certifies that they are not currently debarred by the Commonwealth of Virginia or the City of Staunton from submitting a response for the type of goods and/or services covered by this solicitation. Offeror further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City of Staunton.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to City of Staunton 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 of Staunton under said contract.
- H. **CHARGES AND PAYMENTS—GENERAL:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under the contract, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City 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).
 - f. **Contractual Claims or Disputes Process.** The City of Staunton and any offeror each hereby waive all right to trial by jury in any matter arising out of or in any way connected with a contract 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. Absent agreed resolution, the process to assert a claim against the City of Staunton is to present it in writing to the Appropriate Department Director; and absent acceptance of the decision of the Department Director, Division Superintendent or designee and ultimately the Staunton City School Board with each such appeal to be submitted in writing within 10 calendar days of prior decision, identifying 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. With any claim that reaches the Staunton City shall decide the claim within 60 days of when it was submitted to the School Board.
2. Payment To Subcontractors:
- a. An offeror awarded a contract under this solicitation is hereby obligated:
 - (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
 - (2) To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
 - b. 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.

- I. **PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply unless contrary to express law.
- J. **QUALIFICATIONS OF OFFERORS:** By submitting a proposal, an offeror authorizes the City of Staunton to make such reasonable investigations with the offeror and with any third party, as deemed proper and necessary in the sole discretion of the City of Staunton to determine the ability of the offeror to perform the services under this RFP, and the offeror also authorizes the third party to provide any information requested by the City of Staunton, even if the information is adverse to the offeror. The City of Staunton reserves the right to inspect offeror's physical facilities and previous work and record prior to award to satisfy questions regarding the offeror's capabilities. The City of Staunton further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City of Staunton that such offeror is fully qualified to carry out the obligations of the contract and to provide the procured services in all respects.
- K. **TESTING AND INSPECTION:** 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.
- L. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the offeror in whole or in part without the written consent of the City of Staunton.
- M. **DEFAULT:** 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.
- N. **TAXES:** Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.
- O. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages and limits at the time the contract is awarded, and the offeror further certifies that the offeror and any subcontractors will maintain these insurance coverages and limits during the entire term of the contract and that all insurance will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission and shall be administered by a Virginia registered agent:
1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify SCS of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$500,000.

3. Commercial General Liability – Not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. SCS, as the Staunton School Board, must be named as an additional insured and so endorsed on the policy, as demonstrated to the sole satisfaction of SCS.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City of Staunton is to be used in the contract. Offeror must assure that the required coverage is maintained by the Offeror (or third-party owner of such motor vehicle.)
5. Professional Liability - Not less than \$2,000,000 per claim and \$4,000,000 aggregate.
6. Excess liability insurance umbrella form of not less than \$2,000,000, or such other insurance as is satisfactory and may be approved by the City of Staunton in its sole discretion.

Prior to the cancellation of the above described policies before the expiration date thereof, the issuing insurer shall mail 10 days' notice of the impending cancellation to the City of Staunton.

- P. **DRUG-FREE WORKPLACE:** During the performance of a contract, the offeror agrees to: (1) provide a drug-free workplace for the offeror's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitations or advertisements for employees placed by or on behalf of the offeror that the offeror maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- Q. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the City of Staunton shall be bound and liable hereunder only to the extent of the funds appropriated by the governing body of the City of Staunton for the purpose of this agreement.
- R. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

- S. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** An offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. SCS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Any LLC Offeror's signatory to any document related to this procurement shall be regarded as a declaration under penalty of perjury that the signatory has full authority to execute the document as a legally binding obligation of the LLC and there are no restrictions or conditions to the LLC's contractual commitment or the execution of all documents related thereto.
- T. **PUBLIC INSPECTION OF PROCUREMENT RECORDS:** Proposals submitted shall be subject to public inspection only in accordance with Section 2.2-4342 of the Code of Virginia as follows:
1. Except as provided in this section, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.).
 2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 3. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
 4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 5. Trade secrets or proprietary information submitted in connection with a procurement transaction or prequalification application consistent with and 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 offeror shall (a) invoke the protections of this section prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reasons why protection is necessary, all to the extent required by law.
- U. **INDEMNIFICATION:** 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.

V. **COPYRIGHTS**: The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

W. **CONTRACT CONDITIONS**: The offeror selected shall not:

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with the grant recipient, except when that information has been made available to the general public or will be made available upon request, or when DHR gives written authorization for the use of non-public information on the basis that the use is in the public interest.