

DEPARTMENT OF FINANCE

City of Staunton Request for Proposals (RFP)
FLOOD STUDY AND LETTER OF MAP REVISION

AUGUST 10, 2018

GENERAL INFORMATION

Proposal

The City of Staunton, Virginia (the "City") is seeking proposals from qualified and properly licensed engineering and surveying firms to provide a detailed hydrologic and hydraulic study, and related mapping and FEMA documentation as specified herein. The goal is a map revision of the Federal Emergency Management Flood Plain and Floodway (FIRM Maps 51015C0339E and 51015C0338D) from West Beverley Street in the vicinity of Morris Mill Road to the current limits of detailed study (see Attachment A) with flood elevations. The upper reaches of the current FIRM Map do not include flood elevation data. The project will be funded in part by a grant from the Virginia Resources Authority. All work outlined in this RFP must meet National Map Accuracy Standards and Federal Emergency Management Agency standards for Flood Insurance Rate Mapping.

All proposals must be timely delivered to:

Chad M. Horvat – Finance Business Manager
City of Staunton, Virginia
116 W. Beverley Street, P.O. Box 58
Staunton, Virginia 24402-0058
540.332.3948

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO 4:00 PM, LOCAL TIME, SEPTEMBER 7, 2018.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Finance Business Manager 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:

Nickie D. Mills, PE, City Engineer
City of Staunton, Virginia
P.O. Box 58
Staunton, Virginia 24402-0058
540.332.3858
millsnd@ci.staunton.va.us

**REQUEST FOR PROPOSALS
FLOOD STUDY AND LETTER OF MAP REVISION**

SCOPE OF SERVICE

I. INTRODUCTION

The City is seeking proposals from qualified and properly licensed engineering and surveying firms to provide a detailed hydrologic and hydraulic study, and related mapping and FEMA documentation. The goal is a map revision of the Federal Emergency Management Flood Plain and Floodway (FIRM Maps 51015C0339E and 51015C0338D) from West Beverley Street in the vicinity of Morris Mill Road to the current limits of detailed study (see Attachment A) with flood elevations. The upper reaches of the current FIRM Map do not include flood elevation data. The project will be funded in part by a grant from the Virginia Resources Authority. All work outlined in the RFP must meet National Map Accuracy Standards and Federal Emergency Management Agency standards for Flood Insurance Rate Mapping.

II. KEY DELIVERABLES

Key deliverables will include the following:

- A. Base mapping compiled from latest VGIN Aerial photogrammetry and available City Data on NAD83 State Plane Coordinates, including aerial photography, topography at maximum 2 foot interval, building and impervious areas.
- B. Field survey cross sections as required to support analysis. This data may be obtained via traditional survey methods, or via photogrammetric or remote sensing methods supplementing existing map data. Depth of all pertinent subsurface drainage structures shall be measured manually.
- C. Hydrologic and hydraulic analysis of the drainage area, including delineation of drainage areas at pertinent locations, determination of suitable rainfall and runoff parameters for hydrologic modelling, and hydraulic routing of calculated runoff through the studied stream reach.
- D. Three (3) hardcopies of the final report shall be provided to the City, including mapping exhibits, supporting calculations, and proposed revised map for submission to FEMA for approval.
- E. Shapefiles of proposed revised map data shall be provided in the latest ESRI compatible ARCGIS format.
- F. The Offeror shall submit the proposed study to FEMA for approval, along with other supporting documentation as required by FEMA and manage the submission throughout the FEMA review process to FEMA approval of map revision.

III. ESTIMATED PROJECTED TIMELINE FOR PROJECT

Offeror shall prepare a Project Schedule and review the schedule with the City within two weeks of execution of a contract. The grant funding through the Virginia Resources Authority requires that the grant funded work be completed within 12 months of Contract Award. The study portion of the contract must be completed and

submitted to FEMA for review in time to meet the 12 month completion deadline attached to the grant funding, with "completion" being defined as FEMA approval of revised mapping and related study. Final invoicing shall be due within 45 days of project completion so that the City may timely apply for reimbursement from the grant agency. The City will pay for FEMA application and review fees, as applicable.

IV. 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. 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.

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 September 7, 2018, by the Finance Business Manager. 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, 116 W Beverley St, 3rd Floor, 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 Business Manager by 4:00 PM, local time, on September 7, 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 Flood Study and Letter of Map Revision**". 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 the 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 the Scope of Services MAY subject the entire proposal to rejection.

All questions must be submitted in writing to Nicki Mills (millsnd@ci.staunton.va.us) by 4pm Tuesday August 28, 2018. 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 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 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 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. The number, type and value of current projects and effect of these on offeror's ability to provide services as required during the contract.
- G. The 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. A listing of any other special experience and qualifications relative to this project desired by the offeror.
- J. Proposed schedule for completion of all tasks.

V. AWARD OF CONTRACT

A. RESERVATION

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. 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 to be the most capable of providing the required services. 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) to the extent allowable by law. The following criteria will be used to evaluate the proposals:

Evaluation Criteria Points

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 for the current RFP process. Be advised that all dates are a projection and not guaranteed:

RFP Questions Due	August 28, 2018 – 4:00 PM
RFPs Due	September 7, 2018 - 4:00 PM
Review of Proposals/ Interview Offerors	September 2018
Engineering Services Begin	September/October 2018
Initial Study Completion	90 days from start of project

VI. GENERAL TERMS & CONDITIONS

- A. **STATE FUNDED PROGRAM:** This program receives state funds from the Virginia Resources Authority. Regulations of the Commonwealth of VA strictly prohibit unlawful discrimination in State assisted programs on the basis of race, color, national origin, age or disability.

B. CHARGES AND PAYMENTS**1. To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after satisfactory invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under the contract, which are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the City 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, City Manager or designee and ultimately the City of Staunton 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 City.

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.

- C. **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.
- D. **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.
- E. **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.
- F. **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.
- G. **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. City of Staunton must be named as an additional insured and so endorsed on the policy, as demonstrated to the sole satisfaction of the City.
 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.

- H. **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 of shall survive the completion, terminations or expiration of the contract.
- I. **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.
- H. **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.

PROCUREMENT GUIDELINES

I. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation as defined in Section 2.2-4301 of the Code of Virginia (1950) as amended. This RFP indicates, in general terms, the nature of the program and services being sought. Each offeror is to submit the proposal(s) that best suits the needs of the City.

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

In order to procure the program that best suits the needs of the City, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

II. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of the City.

The evaluation process shall be based upon the criteria identified in section V of this Request for Proposals. The City shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. The Request for Proposal shall not, however, request that offerors furnish estimates of man-hours or cost for services. At the discussion stage, the City may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined herein, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the City shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of proposals. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>.

III. PUBLIC INSPECTION OF PROCUREMENT RECORDS

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

2.2-4342 Public inspection of certain records:

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.

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

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

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

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Bidder may not invoke this protection on the entire proposal – only on those sections or data which are considered trade secrets or proprietary.

IV. ETHICS IN PUBLIC CONTRACTING

By submitting their proposal, all offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or 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.

V. ANTI-DISCRIMINATION

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, the Virginia Fair Employment Act of 1975, as amended, where applicable and Section 2.2-4311 of the Virginia Public Procurement Act.

1. During the performance of this contract, the offeror agrees as follows:
 - a. The offeror 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 offeror. The offeror agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror will state that such offeror 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 the requirements of this section.

2. The offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

VI. DRUG-FREE WORKPLACE

By submitting their proposal, offerors certify to the City of Staunton that they will conform to the provisions of Section 2.2-4312 of the Virginia Public Procurement Act. offerors agree to (i) provide a drug-free workplace for the offeror's employees; (ii) 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; (iii) 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 (iv) 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.

VII. FORUM SELECTION

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without reference to conflict of laws principles or rules of construction. Any action, proceeding, or claim in any way related to this agreement or the relationship between the parties shall be filed and maintained solely in the General District Court or the Circuit Court of the City of Staunton, Virginia.

VIII. IMMIGRATION REFORM

By submitting a proposal, offerors certify that, they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

IX. PROMPT PAYMENT ACT

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

X. REJECTION OF PROPOSALS

The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections of additions to the information contained herein.

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

XI. COSTS FOR PROPOSAL PREPARATION

Any costs incurred by offerors in preparing or submitting proposals are the offeror's sole responsibility; the City will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

XII. APPROPRIATIONS

The obligations of the City of Staunton are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City of Staunton or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other,

specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

XIII. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

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

XIV. 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.

