

City of Staunton Request for Proposal (RFP)

ANALYSIS OF IMPEDIMENTS & 5-YEAR CONSOLIDATED PLAN

MARCH 22, 2019

GENERAL INFORMATION

PROPOSAL

The City of Staunton, Virginia (hereinafter "City") is issuing this Request For Proposals (hereinafter "RFP") from parties (hereinafter "Offerors") to provide to the City proposals to prepare a report and the creation of a 5-Year Consolidated Plan (hereinafter "Con Plan"), and the preparation of the first year Annual Action Plan as part of the Five-Year Con Plan and to provide to the City proposals to conduct an Analysis of Impediments to Fair Housing (hereinafter "AI"),

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

It is the City's intention to solicit applications for CDBG funding each year from local government agencies, non-profits, and for-profit businesses for projects meeting HUD/CDBG objectives and filling gaps in local services and meeting local priority needs, as outlined in the Consolidated Plan.

All proposals must be delivered to:

Mail To:

Chad Horvat
Finance Business Manager
P.O. Box 58
Staunton, VA 24402-0058
(540) 332-3819

Overnight To:

Chad Horvat
Finance Business Manager
116 W. Beverley St., 3rd Floor
Staunton, VA 24401
(540) 332-3819

ALL PROPOSALS MUST BE SUBMITTED BY 2:00 P.M., APRIL 5, 2019.

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 RFP

Any questions or comments concerning this RFP should be directed to Billy Vaughn, Director of Community & Economic Development via email vaughnwl@ci.staunton.va.us before Friday, March 29, 2019 at 4pm.

REQUEST FOR PROPOSAL ANALYSIS OF IMPEDIMENTS & 5-YEAR CONSOLIDATED PLAN

I. INTRODUCTION

The City of Staunton is a political subdivision of the Commonwealth of Virginia. It is governed by a council of seven members who are elected at-large for four-year terms. The City of Staunton operates under the city council-manager form of local government. The City of Staunton has a population of approximately 24,972, and it is the county seat of Augusta County, Virginia. The City is the recipient of Community Development Block Grant (CDBG) funds as a principal city of a Metropolitan Statistical Area.

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

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

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

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

B. Definition of an Analysis of Impediments to Fair Housing (AI)

An Analysis of Impediments of Fair Housing (AI) is an assessment of a state or a unit of local government's laws, ordinances, statutes, and administrative policies as well as local conditions that affect the location, availability, and accessibility of housing. The development of this AI is part of the consolidated planning process required for all entitlement communities such as the City of Staunton that receive housing and community development funds from the U.S. Department of Housing and Urban Development. This AI includes an analysis of barriers and impediments to fair housing choice, defined as the following:

- “Impediments” are any actions, omissions, or decisions taken which have the effect of restricting a person’s housing choice or the availability of housing choice because of race, color, religion, gender, disability, familial status, or national origin. Such a limitation to fair housing choice constitutes housing discrimination.
- “Barriers” to housing choice are factors that limit a person’s ability to choose from a variety of housing types and may not constitute “housing discrimination.” Factors may include housing supply and location, physical accessibility of housing, zoning for group homes, source of income, accessibility of financing, and limited English proficiency.

HUD will provide support to program participants that need to complete an Analysis of Impediments to Fair Housing to ensure they understand the process and to identify best practices across a diverse group of communities.

II. SCOPE OF WORK

The City, as an entitlement grantee of Federal CDBG funds through HUD, is required to complete Consolidation Plan approximately every five (5) years, a First-Year Annual Action Plan and an Analysis of Impediments to Fair Housing Report. The City is requesting Proposals for the preparation of the Consolidation Plan, First-Year Annual Action Plan, and Analysis of Impediments to Fair Housing Report.

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

The Offeror will collaborate with the City’s Director of Community and Economic Development in the identification, development, scheduling and implementation of activities designed to complete a HUD acceptable Consolidated Plan. The Con Plan will be prepared and submitted to HUD with the e-Con Planning Suite in IDIS as the required format which incorporates the latest and most preferred format recommended by HUD. The Offerors are required to work with the HUD format, but also be able to provide a less technical format or approach when engaging in the citizen participation process. The requested FY2019-2023 Five-Year Consolidated Plan services include, but are not limited to:

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

B. Analysis of Impediments to Fair Housing (AI)

The federal Fair Housing Act makes it unlawful to discriminate in any aspect related to the sale, rental or financing of dwellings because of race, color, religion, national origin, sex, families with children and persons with handicaps. Virginia Fair Housing Law mirrors the federal law and contains the additional protected class of elderliness. The Offeror will collaborate with the City's Director of Community and Economic Development in the identification and evaluation of existing reports and studies as outlined in the following:

- Review of local planning/zoning and land use controls for evidence of restrictions that impede fair housing choice;
- Review of lending practices of financial institutions serving the community for evidence of discriminatory patterns;
- Review of sales and rental practices within the community for discriminatory patterns;
- Review of areas of minority and disabilities concentrations for patterns of discrimination, e.g., lending, rentals, or sales; and
- Review of the quality of services provided to areas with high concentrations of minority persons, persons with disabilities and large families.

C. Expected Consultant Services

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

It is anticipated that the project will require significant communication with City staff, City Council and the public, necessitating numerous meetings. Proposals should meet the proposed timetable below.

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

Qualifications

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

D. Timetable

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

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|----|--|-------------------------|
| 1. | RFP Notice Advertised | March 22, 2019 |
| 2. | Written Proposals Due | April 5, 2019 2:00 p.m. |
| 3. | Recommendation of Award | April 15, 2019 |
| 4. | Contract Executed | April 22, 2019 |
| 5. | <u>Consolidation Plan and Annual Action Plan</u> | |
| | a. Offeror Commences Work | April 26, 2019 |
| | b. Submittal of Draft Plans for Internal Review | July 1, 2019 |
| | c. Submittal of Draft Plans for Public Comment | July 8, 2019 |
| | d. Final Plans Completed and Submitted | August 5, 2019 |
| 6. | <u>Analysis of Impediments to Fair Housing</u> | |
| | a. Offeror Commences Work | January 1, 2020 |
| | b. Submittal of Draft Comprehensive Report for Internal Review | June 12, 2020 |
| | c. Submittal of Draft Comprehensive Report for Public Display | July 1, 2020 |
| | d. Final Comprehensive Report Completed and Submitted | August 1, 2020 |

III.

IV.**PRE-PROPOSAL MEETING**

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

V.**PROPOSAL REQUIREMENTS**

The proposal shall provide information necessary for City of Staunton to evaluate the qualifications, experience, and expertise of the proposing firm to provide the 5-Year Consolidated Plan, and First-Year Annual Action Plan, and the Analysis of Impediments to Fair Housing.

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

The Offeror is asked to address each evaluation criteria contained in *Section IX. Proposal Evaluation Criteria* and to be specific in presenting their qualifications. Responses should be as thorough and detailed as possible so that the City may properly evaluate the firm's capabilities to provide the required services.

Proposals must be one-sided, typed pages. Font size shall not be less than 11-point font. Paper size must be 8½" x 11". (Oversized exhibits are acceptable.) The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

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

A. Company Credentials

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

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

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

B. Staff Credentials

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

C. Work Plan and Schedule

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

D. Budget

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

E. Addenda

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

F. Attachments

In addition to other Attachments already listed in this section, the Offeror shall complete and include with their Proposal the following attachments:

- Attachment A. State Corporation Commission (SCC) Form
- Attachment C. Non-Collusion Affidavit

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

V. GENERAL TERMS & CONDITIONS FOR THE CITY OF STAUNTON, VA

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.

ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the City 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, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the *Virginia Public Procurement Act*.

In every contract over \$10,000 the provisions 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.

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.

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

ETHICS IN PUBLIC CONTRACTING: By submitting their (bids/proposals), (bidders/offers) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their (bids/proposals), (bidders/offers) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

PAYMENT:

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 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 this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
 - 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. Individual contractors shall provide their social security numbers, and proprietors, partnerships, and corporations shall provide the City with a federal employer identification number, prior to receiving any payment from the City.
 - f. 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 as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, 2.2.4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor'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
 - ii. To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor 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 contractor that remain unpaid seven (7) 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. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

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

TESTING AND INSPECTION: The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

CANCELLATION OF THE CONTRACT: The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

TAXES: Sales to the City of Staunton are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

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. Insurance: Professional Liability Insurance in an amount not less than \$1,000,000/\$500,000, and offer a minimum of \$1,000,000 excess liability insurance umbrella form, or such other insurance as is satisfactory and may be approved by the City. All insurance coverages shall be written by companies licensed to do business in Virginia, shall be administered by a Virginia registered agent, and shall ensure prior written notification to the City prior to cancellation of the policy.
2. 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.
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: \$500,000 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.)

AVAILABILITY OF FUNDS: 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.

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

BID/PROPOSAL ACCEPTANCE PERIOD: Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

EXCUSABLE DELAY: The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.

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.

SAFETY and OSHA STANDARDS: All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the City of Staunton or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of VA.

COOPERATIVE PROCUREMENT: This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.

LIABILITY AND LITIGATION: The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

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.

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of VA 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 SCC site is <http://www.scc.virginia.gov>.

VI. INSTRUCTIONS TO OFFERORS

All proposals must be in an opaque, sealed envelope or box and clearly marked: “**ANALYSIS OF IMPEDIMENTS & 5-YEAR CONSOLIDATED PLAN-RFP**”. Proposals shall clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual). All expenses for making proposal to the City shall be borne by the Offeror.

Offerors shall provide three (3) identical paper copies and one (1) identical electronic copy (on CD or thumb drive) of the proposal documents. Proposal documents shall be mailed to **Chad M. Horvat, Finance Business Manager, P.O. Box 58, Staunton, Virginia 24402** or hand-delivered to the **Finance Office located at 116 W. Beverley Street, 3rd Floor City Hall, Staunton, Virginia**. Office hours are Monday through Friday, 8:00am to 5:00pm. Faxed or emailed proposals will not be accepted. Proposals shall be received by the Finance Office no later than

APRIL 5, 2019 at 2:00pm local time. Any proposals received after this date and time will not be accepted. 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. The Offeror has the sole responsibility to have the proposal received by the Staunton Purchasing Office at the above address and by the above stated time and date.

All documents contained within the proposal submission shall be completed in their entirety and signed and dated where required.

VII. QUESTIONS

Questions related to the RFP or requests for clarification may be directed to Billy Vaughn Director of Community & Economic Development for the City of Staunton, by email vaughnwl@ci.staunton.va.us. Oral questions will not be permitted. All responses to inquiries will be in writing and will be posted on the City's website at <https://www.ci.staunton.va.us/departments/finance/procurement>. All questions must be received no later than **MARCH 29, 2019 AT 4:00pm local time.** It is the responsibility of all Offerors to ensure that they have received all addenda and to include signed copies of any and all addenda with their proposal submission.

VIII. MODIFICATION & WITHDRAWAL OF PROPOSAL

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

IX. PROPOSAL EVALUATION CRITERIA

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

- | | |
|--|-----------|
| 1. Specific Plan or Methodology to be used to perform the service. | 25 points |
| 2. All-inclusive Project Costs. | 20 points |
| 3. Experience in preparation of HUD Accepted Planning Documents. | 25 points |
| 4. References from other Clients. | 10 points |
| 5. Credentials of Proposed Project Team | 20 points |

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

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

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

X. CONTRACT TERM

The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this RFP.

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

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this RFP, and to reject any and all Proposals in total or by components.

The term of this contract shall be for from April 22, 2019 through April 22, 2021. The City reserves the right to extend the contract for two (2) additional two (2) year periods, to the extent permitted by law, providing both parties agree to compensation changes. The City reserves the right to re-solicit bids from other contractors after each two (2) year period.

XI. 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 set forth in Section IX of this request for proposals. Price will be considered but will not be the sole determining factor. Selection shall be made of 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. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the City shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. 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 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. (<http://www.staunton.va.us/solicitation-results>)

XII. 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:

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 prior to contract award.

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.

XIII. 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.

XIV. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "cost not to exceed" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

ATTACHMENT A
STATE CORPORATION COMMISSION (SCC) FORM

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

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

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

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

Signature: _____ **Date:** _____

Name: _____
(Print)

Title: _____

Name of Firm: _____

****This form must be completed & returned with proposal submission.***

ATTACHMENT B
REFERENCES FORM

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____ Contact Person: _____
Phone #: _____ Email: _____
Project: _____ Dates of Service: _____

Reference #2

Company: _____ Contact Person: _____
Phone #: _____ Email: _____
Project: _____ Dates of Service: _____

Reference #3

Company: _____ Contact Person: _____
Phone #: _____ Email: _____
Project: _____ Dates of Service: _____

****This form must be completed & returned with proposal submission.***

ATTACHMENT C
NON-COLLUSION AFFIDAVIT

Under oath, I hereby affirm under penalty of perjury:

- (1) That I am the Bidder/Offeror or a partner of the Bidder/Offeror, or an officer or employee of the bidding corporation with authority to sign on its behalf;
- (2) That the attached Bid(s)/Proposal(s) have been arrived at by the Bidder/Offeror and have been arrived at and submitted without collusion or any design to limit bidding or competition;
- (3) That the contents of the Bid(s)/Proposal(s) have not been communicated to any person not an employee or agent of the Bidder/Offeror on any Bid/Proposal furnished with the Bid(s)/Proposal(s), and will not be communicated to any such person prior to the official opening of the Bid(s)/Proposal(s); and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed _____

Title _____

Firm Name _____

CITY OF STAUNTON
COMMONWEALTH OF VIRGINIA, to wit:

I, _____, a Notary Public, do certify

that _____ whose name is signed

to the foregoing has this date acknowledged the same before me in my City foresaid.

Given under my hand this _____ day of _____, 20__.

My Commission expires _____.

Notary Public

****This form must be completed & returned with proposal submission.***