

DEPARTMENT OF FINANCE

**CITY OF STAUNTON REQUEST FOR PROPOSALS (RFP)**

**ENGINEERING SERVICES  
RAW WATER PUMP STATION AND RAW WATER LINES  
STAUNTON, VA**

**SEPTEMBER 30, 2019**

**GENERAL INFORMATION**

**Proposal**

The City of Staunton, Virginia (City) is seeking proposals from qualified and properly licensed engineering firms to provide professional engineering services for an upgrade project to the City's Gardner Springs Raw Water Pump Station, Gardner Springs Raw Water Line, and North River Raw Water Line. The City of Staunton provides water services to residents and businesses within the City, Augusta County vicinity. The intent of this upgrade project is to ensure the system's reliability and capacity to meet the City's current and future drinking water needs.

**All proposals must be timely delivered to:**

**Mail:**

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

**Overnight:**

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

**ALL PROPOSALS MUST BE SUBMITTED PRIOR TO 2:00 PM, OCTOBER 31, 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 the RFP**

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

David Irvin, PE, Public Works Utilities Superintendent  
City of Staunton, Virginia  
P.O. Box 58  
Staunton, Virginia 24402-0058  
540.332.3892  
[irvindh@ci.staunton.va.us](mailto:irvindh@ci.staunton.va.us)

**REQUEST FOR PROPOSALS**  
**ENGINEERING SERVICES**  
**RAW WATER PUMP STATION AND RAW WATER LINES**  
**STAUNTON, VA**

**SCOPE OF SERVICE**

**INTRODUCTION**

The City owns and operates various facilities for the production, treatment, and distribution of water. Professional engineering services are required to assist the City with upgrading the referenced facilities. Interested parties may reference the copy of the Water Supply Evaluation (Wiley|Wilson 2018) on the City of Staunton's Procurement website. Services needed may include, but are not limited to the following:

- A. Preparation of evaluations, technical memorandums and preliminary engineering reports for the raw water pump station, raw water lines and additional surface and groundwater source development for compliance with regulations and improving operations.
- B. Provision of survey, environmental evaluation, geotechnical investigation, groundwater investigation and test well development, detail design, and construction administration and observation services for construction projects.
- C. Assisting with the development of long-range plans and capital improvements programs and preparation of funding requests and plans for their implementation.

**KEY DELIVERABLES**

**A. Phase I – Development of a Preliminary Engineering Report – November 2019 – June 2020**

- 1. The report should include preliminary drawings to support recommended improvements/upgrades and will be used as a basis to develop bid ready documents. The drawings should clearly the project components that are being proposed.
- 2. Revised cost estimate for budget purposes
- 3. Estimated Project Schedule (Months) to include design period, permits, bids, and construction.
- 4. Development of the PER for approval by the Virginia Department of Health

**B. Phase II – Engineering Design – February 2021 – June 2021**

- 1. The engineering Design phase will include the creation of a detailed design suitable for bids.
- 2. Facilitate planning in regard to the facility development / renovation

**C. Phase III – Construction – July 2021 – TBD**

- 1. Assisting in the bidding and awarding of a contract to a contractor
- 2. Provide construction phase administration

**Phase II and Phase III will be subject to appropriation in FY2021 and FY2022 respectively.**

**ESTIMATED PROJECTED TIMELINE FOR PROJECT**

Offeror shall prepare a Project Schedule and review the schedule with the City within two weeks of execution of contract. Final invoicing shall be due within 45 days of project completion.

## **GENERAL REQUIREMENTS**

Each firm that wishes to submit a proposal in response to this Request must submit three (3) copies of its written proposal and one (1) digital copy. 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.

The proposals must contain information to assist the City in its evaluation of the firm's abilities according to the criteria listed below and such information as the firm may feel is relevant to fully demonstrate its capabilities. The City reserves the right to reject any and/or all proposals submitted.

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.
  - K. Proposals must be broken down as three (3) separate phases as described in Key Deliverables.
1. To be considered for selection, offerors must submit a complete response to this RFP. Failure to submit all information requested may result in the rejection of the incomplete proposal. 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.

Proposals must be received prior to 2:00 P.M., local time, on October 31, 2019, 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 2:00 P.M., local time, on October 31, 2019. 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 Engineering Services for Raw Water Pump Station and Raw Water Lines". 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 Dave Irvin (irvinhd@ci.staunton.va.us) by 2:00 P.M. October 10, 2019. 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.

## **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:

| <b>Evaluation Criteria</b>                                                                                                                                                                                                                                                  | <b>Points</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Specific plans or methodology to be used to perform required services for the raw water pump station and raw water line improvements.                                                                                                                                       | 40            |
| The ability, capacity and skill of the offeror to provide the services required within the time specified.                                                                                                                                                                  | 25            |
| Examples of successful projects where similar services were provided or are being provided by the individuals who will perform and supervise the services requested by the City. Provide a minimum of four (4) previous client references associated with similar projects. | 25            |
| Overall quality, clarity, and completeness of the proposal                                                                                                                                                                                                                  | 10            |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                | <b>100</b>    |

**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:

|                                                |                                   |
|------------------------------------------------|-----------------------------------|
| <b>RFP Questions Due</b>                       | <b>October 10, 2019 4:00 P.M.</b> |
| <b>RFPs Due</b>                                | <b>October 31, 2019 2:00 P.M.</b> |
| <b>Review of Proposals/ Interview Offerors</b> | <b>November 2019</b>              |
| <b>Engineering Professional Services Begin</b> | <b>November 2019</b>              |

**PROCUREMENT GUIDELINES****D. 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).

**2. Payment to Subcontractors:**

An offeror awarded a contract under this solicitation is hereby obligated:

- a. 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
- b. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- c. 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.

**E. 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.

**F. 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

**K. 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.

#### **L. 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.

#### **M. 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.

#### **N. 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 B** 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>

#### **O. 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:

Public inspection of certain records:

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. 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 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.
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 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.

#### **P. 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 sub-contractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

#### **Q. 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.

#### **R. 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.

**S. 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.

**T. 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.

**U. 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.

**V. 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/>.

**W. 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.

**X. 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.

**Y. 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.

**Z. 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.

**AA. 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.

**BB. 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.

**CC. 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."

**DD. 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.

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate the contract by specifying the date of termination in a written notice to the contractor at least thirty (30) days prior to the termination date. The City may terminate this contract without cause in the event funds are not appropriated the City of Staunton.

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

**EE. 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.

**FF. PAYMENT**

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

**GG. BID ADDENDA**

Prior to submitting their bid, it is the bidder's responsibility to check the City web-site for any addenda associated with this Invitation for Bid.

**HH. INSURANCE REQUIREMENTS**

Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list SCS as an additional insured.

**II. CONTRACT TERMINATION**

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

**JJ. DEBARMENT STATUS**

By submitting their bids/proposals, all bidders or offerors certify that they are not currently debarred from submitting bids or proposals on contracts by any public body of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any public body of the Commonwealth of Virginia.

**KK. CONTRACTOR UNDERSTANDING**

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and locations of the work, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions and all other matters which in any way effect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

**LL. DRUG FREE WORKPLACE**

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

1. provide a drug-free workplace for the contractor's employees;
2. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
3. state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

**MM. NON-DISCRIMINATION**

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably

necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The contractor will include the provisions of the foregoing paragraphs a, b, c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**NN. PERMITS AND LICENSES**

Any required City permits must be obtained by the contractor but will be provided at no cost. The successful contractor must obtain at his/her own expense, the required business license from the City of Staunton, Commissioner of Revenue's Office prior to beginning work. All equipment and/or installation must meet all applicable local, State, and Federal codes.

**OO. NEGOTIATION WITH SUCCESSFUL BIDDER**

The City reserves the right to negotiate contract terms with the successful offeror for items/services other than those specifically stated in this IFB in the best interest of the City and agreed to by the contractor, in accordance with § 2.2-4318 of the Code of Virginia. Additional work of reasonable scale shall be priced consistent with proposal to allow for additions and future expansions.

**PP. COOPERATIVE PROCUREMENT**

This procurement is being conducted on behalf of other public bodies, in accordance with § 2.2-4304 (A) of the Code of Virginia. If authorized by the bidder, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

**QQ. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

**RR. CERTIFICATION OF INTEREST & RELATIONSHIPS WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL, SCHOOL BOARD, AND STAUNTON PUBLIC SCHOOL EMPLOYEES**

The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (Attachment CIR) and submit the certification contemporaneously with the executed Contract.

**ATTACHMENT CIR**

**CERTIFICATION OF INTEREST & RELATIONSHIPS  
WITH CITY OF STAUNTON, STAUNTON CITY COUNCIL AND CITY OF  
STAUNTON EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools (City Employee).

To the extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

- ☐ Neither Contractor nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board, or Staunton Public Schools.

- ☐ The following individuals currently maintain a **financial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

- ☐ The following individuals currently maintain a **familial** relationship with Contractor.

**City Employee's Name:** \_\_\_\_\_

**Position with City:** \_\_\_\_\_

**Nature of Relationship:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_