

DEPARTMENT OF FINANCE  
CITY OF STAUNTON  
REQUEST FOR PROPOSALS (RFP)

PREPARATION OF MARKETING PLAN  
FOR STAUNTON CROSSING DEVELOPMENT

September 8, 2021

**GENERAL INFORMATION**

The City of Staunton, on behalf of the Staunton Economic Development Authority, is seeking proposals from qualified firms who specialize in the preparation and implementation of detailed strategies for a marketing plan for Staunton Crossing Development.

All proposals must be in an opaque, sealed envelope or box and clearly marked: **“PREPARATION OF MARKETING PLAN FOR STAUNTON CROSSING DEVELOPMENT -- 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 of Staunton shall be borne by the Offeror.

Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using **Attachment C**, and Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposal documents shall be mailed to addressee below or hand-delivered to the **City of Staunton 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.

All written proposals must be delivered to:

**Mail to:**  
**City of Staunton**  
**Chad Horvat**  
**Finance Business Manager**  
**P.O. Box 58**  
**Staunton, VA 24402-0058**  
**Phone: (540) 332-3819**

**Overnight To**  
**City of Staunton**  
**Chad Horvat**  
**Finance Business Manager**  
**116 W. Beverley St., 3<sup>rd</sup> Floor**  
**Staunton, VA 24401**  
**Phone: (540) 332-3819**

**ALL PROPOSALS MUST BE RECEIVED BY**  
**2:00 P.M. LOCAL TIME, OCTOBER 6, 2021**

The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Supervisor of Purchasing by the designated date and hour.  
**Facsimile and e-mail submittals are not acceptable.**

All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

### **INQUIRIES CONCERNING RFP**

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

William L. “Billy” Vaughn  
Director of Economic Development  
[vaughnwl@ci.staunton.va.us](mailto:vaughnwl@ci.staunton.va.us)

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## **RFP SPECIFICATIONS FOR CITY OF STAUNTON PROFESSION SERVICES PREPARATION OF MARKETING PLAN FOR STAUNTON CROSSING**

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### **I. PURPOSE**

The City of Staunton, on behalf of the Staunton Economic Development Authority, is seeking proposals from qualified firms specializing in planning, economic development, marketing, or communications for the preparation of an overall marketing and communications strategy tactically crafted to position Staunton Crossing as a premier economic development site.

Staunton Crossing is a unique value proposition located in Staunton, Virginia at the intersection of Interstate 81 and Interstate 64. This 300-acre property has more than one mile of frontage on I-81, with Exit 222 located at the southeastern boundary of the property.

The site features diverse surface topography, ranging from a pre-graded pad area in excess of 100 acres that can support a new building of more than one million square feet, to rolling terrain that would be ideal for a variation of uses. The diverse topography, together with several access points, is well suited to the subdivision of the site and development of a mix of uses, providing for a coordinated approach for unique appearances and amenities.

### **II. BACKGROUND**

In 2009, the City and the EDA completed negotiations to acquire the Western State Hospital campus from the Virginia Department of Behavioral Health and Developmental Services (DBHDS). In 2013, the EDA assumed total control of the site. The following year, the City began construction on a new \$1.8 million boulevard to serve as the main entrance. In 2015, the City and EDA began site preparation by demolishing a 3-story, 30,000 square foot building and relocated a smaller state-operated building for the initial phase of development. In 2016, the front 30 acres was sold to local developers for commercial development. Since then, the Hilton Tru and Marriott Fairfield Inn hotels, along with a 7-11 Convenience Store has opened.

Also in 2016, the City was awarded an \$8.7 million Virginia Department of Transportation Smart Scale grant to extend Crossing Way through the Staunton Crossing to connect to Valley Center Drive. The project, with construction slated to begin in the Spring of 2022, will provide a new internal road network to support planned growth.

In January 2021, demolition began on the 19 buildings on the former hospital campus. The contractor is scheduled to complete the demolition project in early 2022.

### **III. PROJECT DESCRIPTION**

Of the many value propositions of Staunton Crossing, there are significant assets that are well suited for the marketing of the property including; access to Hampton Roads, Washington, DC, Interstate 81, Interstate 64, Virginia Inland Port, and rail service; low business cost improved by low taxation rates; and the quality of life expected for high-paying manufacturing jobs.

In addition to positioning this site with targeted segments, an important part of the marketing plan is to identify partnerships and alliances with key strategic partners who can refer business, support our efforts, and provide insights and recommendations to aid in Staunton Crossing's growth.

The marketing plan should re-evaluate the brand and establish strategies that will carry across all marketing platforms, including promotional materials, social media, video materials, and development signage.

The marketing plan should have performance metrics for multiple-year timelines. These metrics should include, at a minimum, jobs, tax revenues, and square footage under development, and the plan should also recommend key performance indicators (KPIs) for demonstrating success of the strategy.

### **IV. SCOPE OF SERVICES**

The marketing plan shall identify these value propositions for Staunton Crossing and drives the message to the most appropriate audiences. The marketing plan should also be a dynamic, living document that is re-visited frequently to be updated.

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

- a. Develop a Community Profile that highlights the multiple assets of Staunton and Staunton Crossing, the economic history, location, infrastructure and workforce data, as well as a site inventory.
- b. Identify target market segments/clusters for the City.
- c. Prepare competitive analysis that highlights the value propositions of Staunton Crossing.
- d. Review current marketing collateral, avenues and digital assets and recommend upgrades as needed; determine best approach for different channels and audiences to deliver on KPIs.
- e. Prepare strategic priorities with timelines and estimated costs; identify steps and measurable objectives for short, mid, and long-term success.
- f. Provide overview of local, state, regional, and national market contacts.

The City will schedule a meeting with the consultant before work begins to discuss the scope of work, methodology, schedule, and other matters as necessary.

The Consultant will be required to make two presentations to summarize the final marketing plan. This is likely to be to the Staunton Economic Development Authority and Staunton City Council.

The Consultant shall provide the City with ten (10) bound copies of the Marketing Plan,

plus one unbound copy, and the editable, digital files for all collateral developed. The Marketing Plan shall also be provided in digital format so that the City may make future additions, and or updates.

## V. GENERAL REQUIREMENTS

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

Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on CD or thumb drive) of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using Attachment C, and Offeror is required to submit a redacted copy of their proposal in addition to the required number of proposals requested. Redacted copy should be provided in electronic PDF format on CD or thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposal documents shall be mailed to addressee below or hand-delivered to the **City of Staunton 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 must be received prior to 2:00 P.M., local time by **October 6, 2021**, by the City of Staunton Finance Department. All submitted proposals shall be signed by an authorized representative of the offeror.

All proposal envelopes must have the company name on the outside of the envelope and be clearly marked as **“PREPARATION OF MARKETING PLAN FOR STAUNTON CROSSING DEVELOPMENT -- RFP”**. If proposals are to be delivered by a third party (i.e. FedEx, UPS), it is the responsibility of the offeror to ensure the outer most envelope is clearly marked the same. The City of Staunton will not be responsible for proposals that are opened prematurely or late due to improper identification.

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

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

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

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

- a. A statement of the offeror's understanding of the work to be performed, and familiarity with the City's economic development efforts.

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

## **VI. AWARD OF CONTRACT**

### **a. RESERVATION**

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

### **b. EVALUATION CRITERIA**

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

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

The following criteria will be used to evaluate the proposals:

<b>Evaluation Criteria</b>	<b>Points</b>
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).	30
Proposed Work Program and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).	20
Familiarity with the City's economic development efforts.	20
Work Product Examples (Quality, appearance, presentation, and applicability of submitted work examples).	10
Cost	20
<b>TOTAL</b>	<b>100</b>

## **VII. PROPOSED SCHEDULE**

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

<b>Activity</b>	<b>Date</b>
Release RFP	September 8, 2021
Deadline for Submission of Questions	September 22, 2021 by 1:00 p.m.
Answers & Addenda Posted	September 24, 2021 by 5:00 p.m.
Deadline for Submission of Proposals	October 6, 2021 by 2:00 p.m.
Evaluation of Proposals and Selection Process	October 7-13, 2021
Finalists Interviews	October 18-22, 2021
Services Begin	November 8, 2021

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**PROCUREMENT GUIDELINES**

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**A. 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 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 the City 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 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, 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.

**B. 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.

**C. ASSIGNMENT OF CONTRACT**

Neither the City nor the Contractor shall assign, sublet or transfer its interest in this contract without the prior written consent of such other party.

**D. 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 offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

**E. TAXES**

Sales to the City 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 determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

**F. INDEMNIFICATION**

The Offeror agrees to indemnify, defend, and hold harmless the City and Staunton City 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.

**G. 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.

**H. 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.

**I. 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.

**J. 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.

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

#### **L. 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.

#### **M. 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.

**N. 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.

**O. 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.

**P. 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.

**Q. 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.

**R. APPROPRIATIONS**

The obligations of the City are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. In the absence of such annual appropriation, either the City or offeror may terminate the contract by giving not less than ten (10) days prior notice to the other, specifying this reason for the termination, and upon effective termination pursuant to this provision, any compensation due shall be equitably adjusted by mutual agreement.

**S. 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/>.

**T. 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.

**U. 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.

**V. 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.

**W. AVAILABILITY OF FUNDS**

Agreements are made subject to the appropriation of funds by the City and are null and void in the event of non-appropriation by the City. 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.

**X. 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.

**Y. 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.

**Z. 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.”

**AA. 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.

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.

**BB. 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.

**CC. PAYMENT**

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

**DD. BID ADDENDA**

Prior to submitting their bid, it is the bidder’s responsibility to check the Staunton City website for any addenda associated with this Invitation for Bid.

**EE. INSURANCE REQUIREMENTS**

- 1) During the term of this Contract, the Contractor shall procure and maintain insurance coverages with insurance companies rated by A. M. Best Company as A – VIII or better. The company(ies) shall be authorized to do business under the laws of the Commonwealth of Virginia and be acceptable to the City of Staunton and shall provide the following minimum types of insurance:

- a) Commercial General Liability Insurance – This will cover claims for Bodily Injury, Property Damage, Personal and Advertising Injury, Products and Completed Operations, which may arise from operations under the Contract, whether such operations be performed by the Contractor or by any Subcontractor or Independent Contractor, or by anyone directly or indirectly employed by any of them. Such insurance shall include coverages "X", "C" and "U" for explosion, collapse of other structures and underground utilities, as well as Contractual Liability Insurance covering the requirements outlined in the General Conditions.

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Commercial General Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract. If endorsements to the Commercial General Liability insurance policies cannot be made, then separate policies providing such protection shall be purchased by the Contractor.

The Policy shall have the following minimum limits:

- \$1,000,000 Each Occurrence Limit
- \$1,000,000 General Aggregate Limit
- \$1,000,000 Personal and Advertising Injury Limit
- \$1,000,000 Products and Completed Operations Aggregate Limit
- \$5,000 Medical Expense Limit

This insurance shall include the following provisions and /or endorsements:

The General Aggregate limit shall apply on a "per project" and on a "per location" basis;

- i. Coverage shall apply to all liability arising from all premises and operations conducted by the Contractor, subcontractors and independent contractors;
  - ii. The Contractor agrees that liability arising from Products and Completed Operations will be covered. Such liability coverage will be maintained for two years after completion of the Work.
  - iii. The Contractor shall require each of his Subcontractors to procure and maintain Commercial General Liability Insurance of the type specified in this document in the minimum amounts required by the City and the Contractor, during the term of this subcontract.
- b) Worker's compensation and Employer's Liability Insurance -- Worker's Compensation and Employer's Liability Insurance for the Contractor's employees engaged in the Work under this Contract, in accordance with the statutory requirements of the Commonwealth of Virginia. The Contractor shall require each of his Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees engaged on such subcontracts. If any class of employees engaged on work under the Contract is not protected under the Worker's Compensation statute, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

The amount of Employer's Liability Insurance for the Contractor and each of his Subcontractors shall be not less than:

- \$100,000 per employee for Bodily Injury.
- \$100,000 per employee for disease
- \$500,000 per policy for disease

The Worker's Compensation and Employer's Liability Insurance policy shall include an "all states" or "other states" endorsement.

- c) Commercial Automobile Liability Insurance -- Commercial Automobile Liability Insurance, including coverage for owned, hired, non-owned and borrowed vehicles used in the work with minimum limits of \$1,000,000 Combined Single Limit per occurrence. This insurance shall name the City, the City Council and its employees as additional insureds by endorsement to the Commercial Automobile Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.
- d) Umbrella or Excess Liability -- Umbrella Liability or Excess Liability Insurance with the following minimum limits of:
- \$5,000,000 Each Occurrence
  - \$5,000,000 Annual Aggregate

The following policies shall be scheduled as underlying policies:

- Commercial General Liability
- Commercial Automobile Liability
- Employers Liability

This insurance shall name the City, the City Council and its employees as additional insured by endorsement to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the City of Staunton as an additional insured. The City of Staunton shall be entitled to protection up to the full limits of the Contractor's policy regardless of the minimum requirements specified in this contract.

- 2) Proof of insurance for each type of coverage listed herein shall be provided within 10 Days after issuance of the Award Letter for the Contract, and no Work shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on his subcontract until all such insurance of the Subcontractor has been so obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein. The Contractor certifies by commencement of the Work that his insurance and that of Subcontractors is in effect and meets the requirements set forth herein.
- 3) The Contractor shall purchase and maintain required liability and all other insurance as is appropriate for the Work being performed and furnished. The insurance shall provide protection from claims which may arise out of or result from Contractor's performance and furnishing of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them

- to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:
- a) claims under Worker's Compensation, Employers Liability, disability benefits, and other similar employee benefit acts;
  - b) claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - c) claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - d) claims for damages insured by personal injury liability coverage which are sustained: (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor; or (2) by any other person for any other reason;
  - e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  - f) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- 4) The insurance required to be purchased and maintained by the Contractor shall:
- a) include completed operations insurance;
  - b) with respect to any other insurance coverage written on a claims-made basis, remain in effect for at least 2 years after final payment (and Contractor shall furnish the City and Engineer evidence satisfactory to the City of continuation of such insurance at final payment and 1 year thereafter);
  - c) contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary insurance, and all other insurance carried by the additional insured shall be excess insurance.
- 5) All of the aforesaid insurance policies must be endorsed to provide that the insurance company shall give 30 days written notice to the City if the policies are to be terminated or if any changes are made during the Contract period which will affect in any way the insurance requirements required in this contract. Before starting the Work, the Contractor shall provide the City with a copy of each policy which he and each of his Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. These policies shall contain endorsements to the policies naming the City of Staunton as an additional insured as required.
- 6) Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the City's sovereign immunity under law.

#### **FF. CONTRACT TERMINATION**

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



**GG. 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.

**HH. 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.

**II. 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.

**JJ. 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.

**KK. 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.

**LL. 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 RFP 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.

**MM. 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.

**NN. 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)

**OO. 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 City Schools, Contractor shall reveal such relationships. In accordance with this paragraph, Contractor shall execute the certification attached hereto as (**Attachment E**) and submit the certification contemporaneously with the executed Contract.

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**ATTACHMENT C**


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**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM**

**Code of Virginia 2.2-4342F (updated 07/01/18):** “Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. A bidder, offeror, or contractor shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line-item prices or total bid, proposal, or prequalification application prices.”

Trade secrets or proprietary information shall be identified in writing on this form, either before or at the time the data or other material is submitted. ***Note: If proprietary/confidential information is identified, Bidder/Offeror must submit a redacted copy (in electronic PDF format) of their bid/proposal in addition to the required number of copies requested.*** The proprietary or trade secret material must be clearly identified in the redacted bid/proposal copy by a distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION NUMBER	PAGE NUMBER	REASON

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 Authorized Signature

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 Date

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

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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 City 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.

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- ☐ 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 City 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:** \_\_\_\_\_  
\_\_\_\_\_

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Contractor

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Date

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

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

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