



City of Buena Vista

Request for Proposals

for Professional Services:

Buena Vista Flood Hazard Resilience Plan

RFP # 2025-01-001

Issue Date: January 17, 2025

Issuing Dept:
Department of Community Development
ATTN: Tom Roberts
2039 Sycamore Avenue
Buena Vista VA 24416

Proposal Responses Due:
2:00 PM EST on Wednesday, February 12th, 2025

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of professional services by the City of Buena Vista (“City” or “Buena Vista”) Department of Community Development. The City requests proposals from qualified companies or individuals for consulting services to develop a Buena Vista Flood Hazard Resiliency Plan.
2. **BACKGROUND:** The City of Buena Vista, located in the Shenandoah Valley of Virginia, is home to over 6,600 residents. The City has experienced multiple flood events over the last hundred years and has constructed multiple flood protection and hazard mitigation structures. However, the City lacks a comprehensive and forward-looking plan that is essential to identifying action steps, both programmatic and project-based, for the City to undertake in the coming years.
 - 2.1. The Community Flood Preparedness Fund (CFPF) was established to provide support for regions and localities across Virginia to reduce the impacts of flooding. During evaluation round number four (4) (2024), the Virginia Department of Conservation and Recreation (DCR) released \$53.9 million in grant awards for newly funded projects that will expand flood prevention and protection projects, along with capacity building, planning and studies throughout state. During this grant cycle, DCR awarded the City a \$72,000 capacity-building grant under the CFPF program to produce a resiliency plan. This grant will be supplemented by local funding for a project budget of \$75,000.
 - 2.2. **Previous Plans:** Because of the long history of flooding in the City of Buena Vista, there have been multiple plans and studies that address hazards and mitigation. Published relevant plans/studies include:
 - 2.2.1. Central Shenandoah Hazard Mitigation Plan (2020)
 - 2.2.2. “Viewpoints” Comprehensive Plan for the City of Buena Vista (2012)
 - 2.2.3. Central Shenandoah Valley Regional Flood Mitigation Plan (2002)
 - 2.2.4. Buena Vista Watershed Final Plan – Environmental Impact Statement (1999)

Additionally, there are separate engineering studies associated with the James Olin Flood Protection Project (the flood levee system completed in 1998) and for specific projects identified in the Buena Vista Watershed Final Plan.

The comprehensive plan, hazard mitigation plan, and flood mitigation plan are high-level or general in nature, and their data and recommendations require further analysis or specificity. There are few project-specific recommendations communicated in these plans. However, the Buena Vista Watershed Final Plan is more comprehensive, analyzing the hydrology of the interior creeks and making specific recommendations. For a variety of reasons, some of the projects recommended in the Watershed Final Plan have been constructed, and others have not.

3. STATEMENT OF NEEDS

3.1. This project will deliver a Resilience Plan for the City of Buena Vista and an analysis of the City's interior waterways reviewing the 1999 watershed study. The resilience plan will pull together analysis and recommendations from disparate documents as well as a fresh engineering perspective on the issues with a greater focus on nature-based solutions. An updated plan and watershed engineering study will accomplish the following:

- 3.1.1. Identify policy and programmatic changes City government can make to improve flood hazard resilience
- 3.1.2. Identify gaps in flood hazard mitigation project planning
- 3.1.3. Analyze the impact of projects constructed (and not constructed) over the last 20 years on hydrology
- 3.1.4. Offer project recommendations that are informed by advancing industry best practices, especially nature-based solutions. The 1999 Watershed Plan's recommendations do not prioritize nature-based solutions.
- 3.1.5. Project impact of climate change on the City, and factor this into policy and project recommendations
- 3.1.6. Guidance on project prioritization including formal or informal benefit/cost analysis and beneficiary socioeconomic factors

3.2. Project Goals

3.2.1. Develop a Resilience Plan that meets DCR criteria as follows:

- 3.2.1.1. It is project-based with projects focused on flood control and resilience.
- 3.2.1.2. It incorporates nature-based infrastructure to the maximum extent possible.
- 3.2.1.3. It includes considerations of all parts of a locality regardless of socioeconomic status or race, and addresses flood resilience needs of underserved populations within the community.
- 3.2.1.4. It identifies and includes all flooding occurring in all areas of the community, not just within the SFHAs, and provides the number and location of repetitive loss and severe repetitive loss properties.
- 3.2.1.5. It provides recommendations on property acquisition and/or relocation, including equitable relocation strategies for all affected and where land is acquired.
- 3.2.1.6. It includes a strategy for debris management.
- 3.2.1.7. It includes administrative procedures for substantial development/substantial improvement of structures within the SFHA.
- 3.2.1.8. It includes coordination with other local and inter-jurisdictional projects, plans, and activities and has a clearly articulated timeline or phasing for plan implementation.

- 3.2.1.9. It is based on the best available science, and incorporates climate change, sea level rise, and storm surge (where appropriate), and current flood maps.
 - 3.2.2. Conduct a new watershed engineering report modeled on the 1999 watershed study.
 - 3.2.2.1. Obtain detailed topography of the City and other land as needed to map floodplain and waterways
 - 3.2.2.2. Perform fresh hydrologic/hydraulic modeling on the watershed, using current best practices and incorporating channel modifications and projects included in the 1999 plan
 - 3.2.2.3. Include analysis of function of flood levee system
 - 3.2.2.4. Provide revised or new project recommendations, which will be incorporated in the larger resilience plan
 - 3.3. Deliverables: There will be two deliverables. The first will be a standalone Resilience Plan, which will be subsequently adopted as part of the City's comprehensive plan. The second will be an engineering report on the watershed, recapitulating the 1999 scope.
- #### 4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS
- 4.1. Requirements for proposals
 - 4.1.1. Only proposals received in accordance with the RFP requirements will be given consideration.
 - 4.1.2. The proposal shall cover the period of two (2) years beginning when the contract is finalized and signed by both parties or March 1, 2025 (whichever is first); with the possibility of an extension of up to five (5) years.
 - 4.1.3. Any change to quoted fees must be mutually agreed to by both parties prior to any service being rendered.
 - 4.1.4. The proposal shall be signed and dated by a duly authorized official of the submitting vendor prior to acceptance by the City.
 - 4.1.5. The City will not accept any liability or cost that may arise out of either the preparation of a proposal or the acceptance or rejection of a proposal.
 - 4.1.6. Pursuant to Virginia Code § 2.2-4311.2, each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia*, (1950), as amended, or as otherwise required by law, is required to include in its bid its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or 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 is not required to be so authorized.
 - 4.2. Contents of Proposal

4.2.1. Profile of Company

- 4.2.1.1. Brief background of the company
- 4.2.1.2. State whether the submitting vendor is a local or national company and provide a brief description of the size of the company, office locations, etc.
- 4.2.1.3. State the length of time the company has been in operation.
- 4.2.1.4. Provide information about key staff members, including their qualifications and roles within the company
- 4.2.1.5. Identify the individual(s) who would have primary responsibility for services under this contract.
- 4.2.1.6. Include any other pertinent information that may assist in understanding the company's suitability for this project.

4.2.2. Qualifications

- 4.2.2.1. Provide narrative examples of three (3) projects that are similar in nature and scope to services described in the RFP including contact information for references.

4.2.3. Work Plan and Approach

- 4.2.3.1. Provide a detailed methodology for completing the project, outlining key steps and strategies and an outline of report contents.
- 4.2.3.2. Include a detailed project timeline with milestones, deadlines, and deliverable dates.
- 4.2.3.3. Describe the contents and nature of the deliverables.

4.2.4. Fee Structure

- 4.2.4.1. Provide a clear and comprehensive fee structure for completing the project, including a breakdown of costs for different phases and components (if applicable), and any other relevant financial details.
- 4.2.4.2. If applicable, explain any optional services or contingencies that may affect the overall cost.

4.2.5. Assurances (see Attachment A)

- 4.2.5.1. Review and complete Attachment A.
- 4.2.5.2. Attachment A must be signed by the individual who will have primary responsibility for abatement services.

4.3. Submission Guidance

- 4.3.1. One (1) original and three (3) paper copies of the proposal, in an envelope clearly marked in accordance with section 7. Special Terms and Conditions, paragraph 7.5,

must be received before 2:00 p.m. on Wednesday, February 12th, 2025, by the City's Department of Community Development at 2039 Sycamore Avenue, Buena Vista, Virginia 24416. All proposals should be clearly marked and mailed sufficiently in advance to be received by the deadline. The City is not responsible for the 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 its proposal reaches the City by the designated date and time.

4.3.2. Please address submissions, and any questions, to:

Tom Roberts
Director of Community Development
2039 Sycamore Avenue
Buena Vista, Virginia 24416
troberts@bvcity.org

4.3.3. Please note that the proposals received will become property of the City and shall be considered public records subject to disclosure under state and federal law.

5. EVALUATION AND AWARD CRITERIA

5.1. The proposals will be initially reviewed by the City's Director of Community Development. The City reserves the right to request any additional information which might be deemed necessary after reviewing the information submitted. Any proposal submitted will be binding for sixty (60) days beyond the bid opening and may not be modified, withdrawn, or canceled during that time period. For further information on the bid process or the specific service requirements, please contact Community Development Director Tom Roberts at TRoberts@bvcity.org or (540) 261-8607.

5.2. Evaluation Criteria

5.2.1. The proposals will be evaluated by a City evaluation team according to the following criteria.

Criteria	Maximum Point Value
1. Specific plans or methodology to be used to perform the services	25
2. Qualifications of firm and assigned personnel	25
3. Consultant's fee schedule	25
4. References	10

5. Past performance on previous City contracts	10
6. Contractor's proximity to City of Buena Vista	5

6. GENERAL TERMS AND CONDITIONS: The terms and conditions herein are negotiable. Offerors may submit requested changes to these terms and conditions in their proposal. The City will consider changes that address specific concerns to gain an agreement that is fair and reasonable to interested parties.

6.1. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the City. The City and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the Commonwealth of Virginia Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

6.2. ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in (i) and (ii) below apply:

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

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

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

- 6.2.1.2. 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.
 - 6.2.1.3. 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.
 - 6.2.1.4. If the contractor employs more than five employees, the contractor shall post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - 6.2.1.5. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from City contracting regardless of whether the specific contract is terminated.
 - 6.2.1.6. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- 6.2.2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 6.3. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 6.4. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000: By entering into a written contract with the City, the contractor certifies that the contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- 6.5. DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the City from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia or the City. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 6.6. MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR RFPs: If a form is provided, failure to submit a proposal on the official City form may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 6.7. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the City representative whose name appears on the face of the solicitation no later than seven working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the City.
- 6.8. PRECEDENCE OF TERMS: The following General Terms and Conditions APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 6.9. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the 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 offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the City that such offeror

is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

6.10. 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.

6.11. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.

6.12. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

6.12.1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

6.12.2. The City may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the City of the adjustment to be sought, and before proceeding to comply with the notice, shall await the City's written decision affirming, modifying, or revoking the prior written notice. If the City decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the City a credit for any savings. Said compensation shall be determined by one of the following methods:

6.12.2.1. By mutual agreement between the parties in writing; or

6.12.2.2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the City's right to audit the contractor's records and/or to determine the correct number of units independently; or

6.12.2.3. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used

for determining a decrease in price as the result of savings realized. The contractor shall present the City with all vouchers and records of expenses incurred and savings realized. The City shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the City within thirty (30) days from the date of receipt of the written order from the City. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the City or with the performance of the contract generally.

6.13. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City may terminate this agreement after verbal or written notice without penalty. Upon termination the City may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.

6.14. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverages will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

6.14.1. MINIMUM INSURANCE COVERAGES AND LIMITS:

6.14.1.1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the City of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

6.14.1.2. Employer's Liability - \$100,000.

6.14.1.3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury

and property damage, personal injury and advertising injury, products and completed operations coverage. The City shall be added as an additional insured to the policy by an endorsement.

- 6.14.1.4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).
- 6.15. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing department will publicly post such notice in eVA (eva.virginia.gov) and/or in a public location at City Hall for a minimum of 10 days.
- 6.16. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000:
 - 6.16.1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - 6.16.2. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- 6.17. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which

the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- 6.18. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- 6.19. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- 6.20. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.
- 6.20.1. The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in applicable training on civility in the City's workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.
- 6.20.2. For purposes of this Section, "City workplace" includes any location, permanent or temporary, where a City employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a City workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a City workplace or is associated with a person who is a City employee.

6.20.3. The City may require, at its sole discretion, the removal and replacement of any Contract Worker who the City reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the City and not by employees or other third parties.

6.21. CONTRACT EXTENSIONS: In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the City may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the City continuous supply of the identified goods and/or services.

7. SPECIAL TERMS AND CONDITIONS

7.1. AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City, whichever is sooner. The Department of Community Development, its authorized agents, and/or the City's auditors shall have full access to and the right to examine any of said materials during said period.

7.2. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the RFP, including price, if so stated in the RFP. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the RFP in writing at the time of responding to such RFP if so requested by the City. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The City may cancel this RFP or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the City determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

7.3. CANCELLATION OF CONTRACT: The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to

the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 7.4. RENEWAL OF CONTRACT: This contract may be renewed by the City upon written agreement of both parties for two successive 1-year periods, following the initial 3-year contract period, at a reasonable time (approximately 120 days) prior to the expiration of the active contract.
- 7.5. INDEMNIFICATION: Contractor agrees to indemnify the City, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the negligence of the City or its agents or employees.
8. METHOD OF PAYMENT: It is the Contractor's responsibility to submit invoices for completed work directly to the City's Department of Community Development, 2039 Sycamore Avenue, Buena Vista, Virginia, 22416. Invoices for work must be submitted within thirty (30) calendar days of monthly services rendered to ensure timely payment by City check and accurate City budgeting.

ATTACHMENT A

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to the City of Buena Vista (“The City”) as a vendor, supplier, contractor, or professional services provider or is operating or managing the operations of a vendor, supplier, contractor or professional service provider.

If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document, that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

Date: _____

Company: _____

By: _____

Printed Name: _____

Title: _____