



**Buena Vista Public Service Authority
And City of Buena Vista**

**Request for Proposals
for Professional Services:**

**Water, Wastewater, Flood Resilience Management, and Asset
Management**

RFP # 2026-10-001

Issue Date: October 3rd, 2026

Issuing Dept:
Office of the City Manager
ATTN: Krystal Onaitis
2039 Sycamore Avenue
Buena Vista VA 24416

Proposal Responses Due:
5:00 PM EST on Monday October 19, 2026

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for the purchase of professional and non-professional services by the City of Buena Vista (“City” or “Buena Vista”) and the Buena Vista Public Service Authority (“the Authority”). The City and the Authority request proposals from qualified engineering firms or engineering companies with specialized services as it relates to water and wastewater operations to include production, treatment, distribution, collection, regulatory compliance, asset management, and project and maintenance prioritization. Additionally, there is a need for experience with Consent Order assistance, compliance work, funding technical assistance to meet long immediate and long-term needs of assets relating to utilities within the City and
2. **BACKGROUND:** The City of Buena Vista, located in the Shenandoah Valley of Virginia, is home to approximately 6,700 residents. The Buena Vista Public Service Authority (Authority) is the legal entity which owns the water and wastewater infrastructure, but which does not have leadership or staff separate from the City Council or City staff. As such, the terms “City” and “Authority” are used interchangeably in this document.

The City’s public water and sewer system serves approximately 3,000 water and sewer connections, almost all of which are located within the City limits. Water is sourced from four wells. The wastewater treatment plant was last upgraded and expanded in 1986, with only minor updates and maintenance since then. Currently, the City’s wastewater plant is subject to a consent order.

3. **STATEMENT OF NEEDS:** The City desires to engage a firm to serve in an on-call capacity for the designated services over a 5 year term from execution of agreement, with the option to renew annually thereafter. Selected firm(s) shall be available to provide one or more of the services based on Task Order issuance. Final award of work will be determined based on evaluation of results of Task Order issuance and contract negotiation for the specific work required by the City. Services needed:
 - 3.1. Water and sewer system planning and design, to include wastewater treatment
 - 3.2. Stormwater management system planning and design
 - 3.3. Complex utility project planning and permitting
 - 3.4. Environmental assessment
 - 3.5. Watershed, water supply, and flood hazard mitigation planning and design
 - 3.6. Grant writing assistance
 - 3.7. Identification of funding source assistance for studies and project needs
 - 3.8. Research and writing regarding Consent Order or other regulatory matters/compliance; to include reports
 - 3.9. Asset Management

- 3.10. Project Management
- 3.11. Grant Management
- 3.12. General Technical Assistance
- 3.13. Rate forecasting, financial analysis, cost-benefit analysis, and similar services
- 3.14. Geographic Information Systems (GIS) services related to utilities

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 five (5) years beginning when the contract is finalized and signed by both parties. The contract may be extended for additional consecutive one (1) year periods with the written agreement of both parties.
- 4.1.3. The proposal shall be signed and dated by a duly authorized official of the submitting vendor prior to acceptance by the City.
- 4.1.4. 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.
- 4.1.5. 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. Letter of Interest to include the following:
 - 4.2.1.1. The name and address of the firm and the state(s) in which organized.
 - 4.2.1.2. The name, address, telephone number, and email address of the designated contact and principals authorized to conduct negotiations for the firm.
 - 4.2.1.3. A brief description of the firm's interest in performing the required services.
 - 4.2.1.4. A description of previous experience with the proposed services and products.

4.2.2. Description of Qualifications and Experience. Qualifications and experience must address the requirements of this RFP in accordance with the specific scope of services being requested. At a minimum, this section should include the following:

4.2.2.1. Overview of the firm, including nearest field office, size of organization and types of services provided.

4.2.2.2. Overview of typical engagement approach.

4.2.2.3. Applicable individual and corporate Virginia licensing and/or certification information.

4.2.2.4. Applicable expertise in the areas listed above.

4.2.2.5. Three to five samples of relevant work.

4.2.2.6. Three client references, with contact information.

4.2.3. Fee Structure, to include the following:

4.2.3.1. Fee structure and method of billing for each type of proposed service

4.2.3.2. Hourly rates of applicable personnel

4.3. Submission Guidance

4.3.1. Questions about this RFP should be directed to Tom Roberts, Director of Community Development, at procurement@buenavistava.gov and reference the RFP number. Questions must be received no later than Tuesday, October 13th at 5:00 PM.

4.3.2. Proposals must be submitted digitally. Email the proposal no later than 5:00 PM on the submittal deadline, **Monday, October 19th 2026**. Email should be sent to Tom Roberts, procurement@bvcity.org and include the RFP number in the subject line. A read receipt is encouraged but not required. Staff will file proposals received early but will not begin review until after the deadline.

4.3.3. Optionally in addition to the email, proposals may be submitted in physical digital form as a USB flash drive, CD, or DVD. Also, paper copies of digitally-submitted proposal may be sent. All physical or paper items must be received no later than 5:00 PM on the submittal deadline, Monday, October 19th 2026. Any items must be clearly marked with the RFP number. Items should be sent to Tom Roberts, City of Buena Vista, 2039 Sycamore Ave, Buena Vista VA 24416.

4.3.4. Proposals delivered after the deadline will not be accepted.

4.3.5. 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 Manager and the RFP review panel. 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 thirty (30) days beyond the opening and may not be modified, withdrawn, or canceled during that time period. For further information on the 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. Firm's expertise and experience in proposed services	35
2. Qualifications of firm and assigned personnel	25
3. Consultant's fee structure	5
4. References	15
5. Past performance on previous City contracts or with localities	5
6. Grant Writing and funding experience	15

11. GENERAL TERMS AND CONDITIONS

11.1 APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia ("Commonwealth"), 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 agency 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 Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11.2 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 1. and 2. below apply:

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

11.2.1.1. 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.

11.2.1.2. 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.

11.2.1.3. 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.

11.2.1.4. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the City, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the City that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

11.2.1.5. 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.

11.2.1.6. 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.

11.2.2. 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.

11.3. 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.

11.4. IMMIGRATION REFORM AND CONTROL ACT OF 1986: 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 City knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

11.5. 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.

11.6. 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.

11.7. MANDATORY USE OF TERMS AND CONDITIONS FOR RFPs: 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.

11.8. 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 ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11.9. PAYMENT:

11.9.1. To Prime Contractor:

11.9.1.1. 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 should show the City contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

11.9.1.2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment of less than 30 days, however.

11.9.1.3. All goods or services provided under this contract or purchase order, 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.

11.9.1.4. 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

11.9.1.5. 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

11.9.2. To Subcontractors:

11.9.2.1. Within seven (7) days of the contractor's receipt of payment from the City, a contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

11.9.2.2. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.

11.9.3. Each prime contractor who wins an award in which provision of a Small, Women, & Minority-Owned Businesses (SWaM) procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

11.10. 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 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.

11.11. 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 the 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.

11.12. 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.

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

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

11.14.1. 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.

11.14.2. 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:

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

11.14.2.2. 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

11.14.2.3. 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 or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. 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.

11.15. 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.

11.16. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the City will publicly post such notice at the City's municipal building and/or on eVA for a minimum of 10 days.

11.17. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000: 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. 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.

11.18. 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 City 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.

11.19. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

11.20. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

11.21. 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.

11.22. CIVILITY IN CITY 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. The contractor shall provide each Contract Worker with a copy of this Section and may require Contract Workers to participate in the City's training on civility in the 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. For purposes of this Section, “the 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. 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.

11.23. 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.

12. SPECIAL TERMS AND CONDITIONS

12.1. 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 City, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

11.2. AWARD: The City may 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 will be permissible. Such 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. At the discussion stage the public body may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the RFP 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. The City reserves the right to make multiple awards as a result of this solicitation. 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.

12.3. CANCELLATION OF CONTRACT: The City reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 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 60 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.

12.4. RENEWAL OF CONTRACT: This contract may be renewed by the City upon written agreement of both parties for five successive, one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

12.5. 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 sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

12.6. 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. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

13. 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. Repeated submission of invoices more than thirty (30) days following completion of the work will be considered when renewing this contract. Submission of three (3) or more invoices greater than sixty (60) days after work has been performed may result in non-renewal of the negotiated contract.

14. ATTACHMENT(S):

14.1. Attachment A: Acknowledgement and Certification

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: _____