

DEPARTMENT OF FINANCE

CITY OF STAUNTON
REQUEST FOR PROPOSALS
(RFP # F00123)

ARCHITECTURAL, ENGINEERING AND RELATED SERVICES
FOR DESIGN AND CONSTRUCTION ADMINISTRATION FOR
CITY OF STAUNTON MOXIE STADIUM IMPROVEMENTS

June 1, 2023

GENERAL INFORMATION

The City of Staunton is seeking proposals from qualified and properly licensed architectural and engineering firms for the full range of architectural and engineering and related services, including but not limited to, all phases of design and construction itemized below in Sections III. Description of Work and IV. Scope of Services for Improvements to the City of Staunton's Moxie Stadium in Gypsy Hill Park. A non-mandatory site visit will be scheduled for **June 13, 2023, 10:00 a.m. at Moxie Field.**

All proposals must be in an opaque, sealed envelope or box and clearly marked: **"RFP A&E SERVICES – COS MOXIE STADIUM IMPROVEMENTS."** 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.

An authorized representative of the offeror shall sign proposals. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy, on a thumb drive, of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified **CONSPICUOUSLY** using **Attachment A**, and Offeror is required to submit a redacted copy of the proposal in addition to the required number of proposal copies. The redacted copy shall be provided in electronic PDF format on a thumb drive. All electronic copies shall be exact image of 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 proposals must be timely 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., 3rd Floor
Staunton, VA 24401
Phone: (540) 332-3819

ALL PROPOSALS MUST BE SUBMITTED PRIOR TO
2:00 PM, LOCAL TIME, JUNE 27, 2023

The City of Staunton (hereinafter referred to as “COS” or “City”) is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Purchasing and Risk Manager by the designated date and hour. All Offerors shall abide by all applicable State and Federal laws. This public body does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

Inquiries Concerning the RFP

Any questions or comments concerning this Request for Proposal (RFP) shall be directed in writing and submitted by 2:00 p.m. on June 15, 2023 to:

Chris Tuttle
Director of Parks & Recreation
tuttlecj@ci.staunton.va.us

RFP SPECIFICATIONS FOR A&E SERVICES –
MOXIE STADIUM IMPROVEMENTS

I. INTRODUCTION

The City of Staunton (“COS”) is seeking proposals from qualified and properly licensed architectural and engineering firms for the full range of architectural and engineering services including, but not limited to, all phases of design and construction (schematic design phase, design development phase, construction documents phase, bidding, negotiation and design compliance phase, and construction contract administration phase), and additional services as needed for the design related to the improvement of the City’s Moxie Stadium (“Project”).

COS also reserves the right to complete, at any time during this Project, any portion(s), phases(s), or aspect(s) of the Project itself or by using more than one architectural and/or engineering firm during any portion(s), phases(s), or aspect(s) of the Project. COS may exercise its rights hereunder without having to reissue an RFP.

II. COMPETITIVE NEGOTIATION

The procurement method is competitive negotiation of professional services, in accordance with the Code of Virginia § 2.2-4302.2. This RFP indicates, in general terms, the nature of the program and services being sought for the Project. Each Offeror is to submit the proposal(s) that an Offeror believes would best suit the needs of COS for this Project.

The specific requirements for the contents of the proposals are contained in this RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the proposal to better suit the needs of COS for this Project.

III. DESCRIPTION OF WORK

Project will consist of architectural and engineering services to improve the City of Staunton's Moxie Stadium. Required services will include schematic design, design development, construction documents, bid process assistance, design compliance, construction contract administration, and additional services as needed for all phases of work related to the project.

Project Background:

Staunton's rich history in baseball started in 1900 at the current location of Moxie Stadium in Gypsy Hill Park. The current facility serves as the home field for Staunton High School, Mary Baldwin University, Staunton Braves collegiate league, and Babe Ruth. The current version of the stadium dates back to the mid-1960s and has changed very little over time.

This Project is being funded in-part with Federal ARPA funds. ARPA funds are made available to COS under certain conditions, which the offerors must take into consideration with respect to their proposed services. These conditions include, among others, deadlines for the obligation and liquidation of funds and federal procurement regulations.

IV. SCOPE OF SERVICES

- A. The successful offeror shall provide complete architectural and engineering services and all related services for the design and construction of an improved City of Staunton Moxie Stadium, which shall include, but may not be limited to:

1. FIELD DESIGN

- a. Grade and level left field area of the outfield
- b. Grand and level infield, with two options for consideration:
 - i. Option #1: Leveling and grading the current infield
 - ii. Option #2: Cost associated with an artificial turf infield
- c. Redesign infield/outfield fencing to ensure light poles are on the outside of the fence structure, specifically infield light poles
- d. Design new dugouts
- e. Design new warm-up area for pitchers to include a fenced-in area and covered seating area for pitchers and catchers
- f. Design new storage areas to accommodate High School, Collegiate, and Summer League play

2. PRESS BOX, CONCESSIONS, & RESTROOM FACILITIES

- a. Design replacement and current facilities
 - i. Press Box area should include two (2) coaches offices on the lower level
 - ii. Attached restroom facility that is internal for staff and external for spectators
 - iii. Press box should be located on the second level
 - iv. Concessions area should include the following:
 - a. Refrigerator to store and display beverages
 - b. Freezer
 - c. Three bay sinks

- d. Long stainless-steel serving counter
- e. Storage
- f. Food prep surfaces
- g. Oven, Fryer, and Grills
- h. A sperate window for merchandise sales
- i. Design a permanent Ticket Booth at the entrance to the stadium

3. SPECTATOR SEATING

- a. Replace or redesign current spectator seating configuration
- b. Design ADA access to all areas of the stadium and seating

4. ROAD BEHIND STADIUM

- a. Design or reconfigure the road behind the stadium to accommodate new structure(s)
- B. Deliverables shall include a 35% plan submittal, 100% plan and specifications submittal, and construction documents (final submittal), as well as updated cost estimates with each submittal. Specifications for FF&E (fixtures, furnishings, and equipment) shall also be provided with the design deliverables. As time is of the essence, the City will conduct its review of each submittal in an expeditious manner. Bid process assistance, design compliance, construction contract administration, including shop drawing review, inspection, and payment processing, will also be provided by the successful offeror.
- C. The successful offeror shall provide a suitable and acceptable design, appropriate to the location indicated above and within the constraints inherent to that site, including zoning, historical overlay, and flood zone criteria.
- D. The successful offeror shall meet, as appropriate, with COS staff and provide ample public opportunities for stakeholder input and review in planning the design and Project scope as needed during the design phase.
- E. The successful offeror shall provide construction estimates for the Project during the course of design.
- F. The successful offeror shall provide construction bid documents in accordance with the dates as set forth in Section VII of this RFP.

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 a thumb drive of the proposal documents. If proprietary/confidential information is included in the proposal, it shall be identified using Attachment A, 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 a thumb drive. All electronic copies shall be exact PDF scanned copies of the original, signed, completed documentation.

Proposals must be received prior to 2:00 PM, local time, on June 27, 2023, by the City of Staunton Purchasing Department (hereinafter referred to as “the City” or “COS” or “Staunton”). All submitted proposals shall be signed by an authorized representative of the offeror. Proposals may be mailed or hand delivered to the City of Staunton, Purchasing Department, 3rd Floor, 116 W Beverley St, Staunton, VA 24401. Faxed or e-mailed proposals

are not acceptable. It is the offeror's responsibility to ensure that the proposal is received by the Purchasing Department prior to 2:00 PM, local time, on June 27, 2023. Proposals received after June 27, 2023, 2:00 P.M., will not be accepted or considered. All proposals will be time and date stamped upon arrival.

All proposal envelopes must have the company name on the outside of the envelope and be clearly marked as **"RFP #F00123 - A&E SERVICES – COS MOXIE STADIUM IMPROVEMENTS"**. If proposals are to be delivered by a third party (i.e., FedEx, UPS), it is the responsibility of the offeror to be sure the outer most envelope is clearly marked the same. COS 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.

As this Project is a recipient of Federal funding, all proposals shall be subject to both the Procurement Guidelines and the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards included in this Request for Proposal. It is the offeror's responsibility to be registered on the Federal Government's SAM.gov website (<https://sam.gov/content/home>) prior to submitting a proposal.

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; COS will not reimburse any offeror for any costs or expenses incurred as a result of the preparation of this RFP.

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

- A. A statement of the offeror's understanding of the work to be performed.
- B. Information as to the offeror's background and experience relative to these services being 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 résumés 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 COS to award a contract or to pay costs or expenses incurred in the preparation of responses to this RFP. COS 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.

COS 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:

Evaluation Criteria	Maximum Points
Specific plans or methodology to be used to perform required services for all Project Phases.	15
The ability, capacity and skill of the offeror to provide the services required within the time specified and within the anticipated Project cost	20
Experience and qualifications of personnel assigned to perform the services	20
Experience in successfully performing similar services for other municipalities within the Commonwealth of Virginia, including demonstrated ability in Stadium Design	30
Overall quality, clarity, and completeness of the proposal	15
TOTAL	100

VII. IMPORTANT DATES

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

ESTIMATED PROJECTED TIMELINE FOR PROJECT:

RFP Posted	June 1, 2023
Non-Mandatory Site Visit	June 13, 2023, 10:00 AM @ Moxie Field
Questions Due	June 15, 2023 @ 2:00 P.M.
Q&A Responses & Addenda Posted	June 16, 2023, by c.o.b.
RFP Due	June 27, 2023 @ 2:00 P.M.
A & E Services Begin	July 2023
A & E Design Complete	October 2023
Construction Bids Due	December 2023
Construction Start Date	February 2024
Construction Complete	October 2025

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by *41 U.S.C. 1908*, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
 - a. **Termination for Convenience.** Contract is terminated due to reasons known to COS, i.e., program changes, changes in state-of-the art equipment or technology, insufficient funding, etc. Termination is utilized when the contractor is not in violation of the contract terms and conditions.
 - b. **Termination for Cause.** Contract is terminated due to actions by the contractor, i.e., failure to perform, financial difficulty, slipped schedules, etc. In certain instances, termination settlement may include re-procurement costs to be paid by the contractor.
3. Equal Employment Opportunity. Except as otherwise provided under *41 CFR Part 60*, all contracts that meet the definition of “federally assisted construction contract” in *41 CFR Part 60-1.3* must include the equal opportunity clause provided under *41 CFR 60-1.4(b)*, in accordance with Executive Order 11246, “Equal Employment Opportunity” (*30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339*), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at *41 CFR part 60*, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (*40 U.S.C. 3141-3148*). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (*40 U.S.C. 3141-3144, and 3146-3148*) as supplemented by Department of Labor regulations (*29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”*). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (*40*

U.S.C. 3145), as supplemented by Department of Labor regulations (29 *CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"*). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 *CFR Part 5*). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 *CFR § 401.2 (a)* and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 *CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"* and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7675) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1388), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7675) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 *CFR 180.220*) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 *CFR 180* that implement Executive Orders 12549 (3 *CFR part 1986 Comp., p. 189*) and 12689 (3 *CFR part 1989 Comp., p. 235*), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an

award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. §200-323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
11. To the extent that a procurement award or transaction for goods or services under this purchase order or other contract is funded with federal funds under American Rescue Plan Act (ARPA), the successful bidder or proposer or awardee must comply with the federal domestic preference for procurements requirements of the federal regulations prescribed in Section 200.322 of Title 2 of the Code of Federal Regulations (CFR). The successful bidder or proposer or awardee certifies that any contracts, as well as any subcontracts, shall include this requirement, which mandates that to the greatest extent practicable there shall be a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Definition of the terms “produced in the United States” and “manufactured products” may be found in the CFRS at: Electronic Code of Federal Regulations (eCFR) or successor url. And to the extent not in compliance with such requirements, the successful bidder or proposer or awardee shall indemnify, defend and hold harmless the City of Staunton, to the fullest extent permitted by law
12. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
 - a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 1. Procure or obtain;
 2. Extend or renew a contract to procure or obtain; or
 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such

entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See Public Law 115-232, section 889 for additional information.
- d. See also § 200.471.

PROCUREMENT GUIDELINES

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, COS shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve City of Staunton of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. Payment to Subcontractors:

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

- a. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from COS 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 COS, except for amounts withheld as stated in (b) 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 COS.

B. TESTING AND INSPECTION

COS 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

A contract shall not be assignable by the offeror in whole or in part without the written consent of COS.

D. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, COS, 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 COS may have.

E. TAXES

Sales to COS are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as COS 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 COS and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section of shall survive the completion, termination or expiration of the contract.

G. LIABILITY AND LITIGATION

COS shall not indemnify or hold harmless any contractor or other third party. COS 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. COS 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. COS 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 the Contract without the written permission of COS. 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 COS's ownership, use, or distribution of said information, forms, or images.

I. CONTRACT CONDITIONS

1. The offeror shall not use his/her position for the actual or apparent purpose of private gain other than payment for services rendered for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
2. The offeror shall not convey inside information that has not become part of the body of public information and that would not be available upon request, directly to any person for the purpose of private gain for himself/herself or another person, particularly one with whom he/she has family, business, or financial ties.
3. The offeror shall not, either for or without compensation, engage in teaching, lecturing, or writing that is dependent on information obtained as a result of his/her employment with COS, except when that information has been made available to the general public or will be made available upon request, or when COS gives written authorization for the use of non-public information on the basis that the use is in the public interest.

J. AWARDING THE CONTRACT

The award of a contract shall be determined in the sole discretion of COS based upon evaluation of all information as COS may request. COS reserves the right to waive any informality in proposals submitted in response to this RFP when such waiver is in the best interest of COS.

The evaluation process shall be based upon the criteria identified in Section VI Item B of this Request for Proposal. COS 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, COS 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, COS 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 COS 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 COS 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.

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

K. PUBLIC INSPECTION OF PROCUREMENT RECORDS

1. 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:
2. Public inspection of certain records:
 - a. 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.
 - b. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - c. 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 COS 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.
 - d. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - e. 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.
 - f. Offeror may not invoke this protection on the entire proposal – only on those sections or data which are considered trade secrets or proprietary.

L. 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.

M. 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.

N. PROMPT PAYMENT ACT

Any contract awarded as a result of this Request for Bid shall incorporate the terms and conditions of Article 4 of the Virginia Public Procurement Act with respect to Prompt Payment.

O. REJECTION OF BIDS

COS reserves the right, at any time prior to award of the contract, to reject any and all bids, or any part thereof, to make no award, and/or to issue a new Request for Proposal, or make modifications, corrections or additions to the information contained herein.

Offerors are cautioned this is a Request for Proposal, NOT a request to contract.

P. COSTS FOR BID PREPARATION

Any costs incurred by offerors in preparing or submitting bids are the offeror's sole responsibility; COS will not reimburse any offeror for any costs incurred as a result of the preparation of this Request for Proposal.

Q. APPROPRIATIONS

The obligations of COS are subject to and contingent upon annual appropriation by City Council of sufficient funds for the purposes of this contract. Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by COS. 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 COS.

R. 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 the identification number issued to it by the State Corporation Commission (SCC). **(Attachment 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 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/>).

S. ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to COS 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 COS under said contract.

T. QUALIFICATIONS OF OFFERORS

COS 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 COS all such information and data for this purpose as may be requested. COS reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. COS further reserves the right to reject any bid if the evidence submitted by, or investigations of, such offeror fails to satisfy COS 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.

U. CANCELLATION OF THE CONTRACT

COS 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.

V. 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.

W. SAFETY AND OSHA STANDARDS

All parties performing services for COS 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.

X. CONTRACT TERM

The Offeror whose Bid is found to be the most advantageous to COS will be offered the opportunity to enter into an Agreement with COS. 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, COS 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. COS 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.

COS 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 Bids in total or by components.

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

Y. COMPENSATION AND RECORD KEEPING

Total compensation for services will be negotiated between COS and the successful Offeror. COS 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 of the 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.

Z. PAYMENT

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

AA. ADDENDA

Prior to submitting their bid, it is the offeror's responsibility to check the City of Staunton's web-site for any addenda associated with this Request for Proposal.

BB. INSURANCE

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

CC. CONTRACT TERMINATION

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

DD. DEBARMENT STATUS

By submitting their bids, all bidders or offerors certify that they are not currently debarred from submitting bids 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.

EE. 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 COS either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

FF. 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.

GG. ANTI-DISCRIMINATION

By submitting proposals, offerors certify to COS 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, when 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, 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:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
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.

HH. 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.

II. NEGOTIATION WITH SUCCESSFUL OFFEROR

COS 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 COS 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 bid to allow for additions and future expansions.

JJ. 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)

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

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

LL. 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 offeror, the resultant contract may be extended to any public body in the Commonwealth of Virginia in accordance with contract terms.

MM. MODIFICATION & WITHDRAWAL OF BID

An offeror may modify or withdraw his bid, either personally or by written request, at any time prior to the scheduled time for opening of bids. After bid opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The offeror 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."

NN. TRADE SECRETS / PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, offerors must invoke the protections of this section prior to or upon submission of the data or other materials by submitting a redacted copy of the bid along with the bid submission requirements.

The offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the offeror.

OO. 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 bid(s) that best suits the needs of COS.

The specific requirements for the contents of bids are contained in the RFP. Offerors are encouraged to provide additional information not specifically identified as a requirement if that additional information enables the bid to better suit the needs of COS.

In order to procure the program that best suits the needs of COS, the competitive negotiation process and evaluation criteria consider factors in addition to cost.

PP. 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, 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 unless contrary to express law.

QQ. QUALIFICATIONS OF OFFERORS

By submitting a proposal, an offeror authorizes COS to make such reasonable investigations with the offeror and with any third party, as deemed proper and necessary in the sole discretion of the COS to determine the ability of the offeror to perform the services under this RFP, and the offeror also authorizes the third party to provide any information requested by COS, even if the information is adverse to the offeror. COS reserves the right to inspect offeror's physical facilities and previous work and record prior to award to satisfy questions regarding the offeror's capabilities. COS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy COS that such offeror is fully qualified to carry out the obligations of the contract and to provide the procured services in all respects.

RR. PRICE CURRENCY

Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

SS. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

An offeror 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. COS may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Any LLC Offeror's signatory to any document related to this procurement shall be regarded as a declaration under penalty of perjury that the signatory has full authority to execute the document as a legally binding obligation of the LLC and there are no restrictions or conditions to the LLC's contractual commitment or the execution of all documents related thereto.

ATTACHMENT A**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

 Authorized Signature

 Date

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

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

- ☐ 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: _____

_____ Contractor	_____ Date
By: _____	
Name: _____	
Title: _____	

ATTACHMENT SCC
PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Contractor organized or authorized to transact business in The Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC").

Any Offeror/Contractor 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Contractor is not required to be so authorized.

Any Offeror/Contractor described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Finance Business Manager, as applicable.

If this quote for goods or services is accepted by the COS, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

A. ☐ Offeror/Contractor is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Contractor's Identification Number issued to it by the SCC is: _____

B. ☐ Offeror/Contractor is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Contractor's Identification Number issued to it by the SCC is: _____

C. ☐ Offeror/Contractor does not have an Identification Number issued to it by the SCC and such Contractor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please use the following additional sheet if you need to explain why such Offeror/Contractor is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9): _____

Legal Name of
Offeror/Contractor: _____

Date: _____

Authorized Signature: _____

Print or Type Name and Title: _____

Explanation for Section C (continued):

CONTRACTOR REFERENCES FORM

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your quote nonresponsive.

- 1) Qualification: The Contractor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

- 2) Contractor's Primary Contact:

Name: _____ Phone: _____

- 3) Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

- 4) Contractor Information:

Contractor SCC Registration
#:

- 5) Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company:	Contact:
Phone: ()	E-Mail:
Project:	
Dates of Service:	\$ Value:
B. Company:	Contact:
Phone: ()	E-Mail:
Project:	
Dates of Service:	\$ Value:

Continued on Next Page

**CONTRACTOR REFERENCES FORM
(Cont.)**

C. Company:	Contact:
Phone: ()	E-Mail:
Project:	
Dates of Service:	\$ Value:
D. Company:	Contact:
Phone: ()	E-Mail:
Project:	
Dates of Service:	\$ Value:

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____