

BID DOCUMENT

GROUND MAINTENANCE SERVICES AT STAUNTON CROSSING

BID# F00223



Department of Economic Development

June 15 2023

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ADVERTISEMENT FOR BIDS

PROJECT: GROUND MAINTENANCE SERVICES AT STAUNTON CROSSING

City of Staunton, Virginia

DATE DUE: July 17, 2023 2:00 P.M.

BID # F00223

The City of Staunton (City), on behalf of the Staunton Economic Development Authority (EDA) is soliciting competitive bids for services involving the ground maintenance services at the Staunton Crossing property (formerly Western State Hospital campus), located on 275 acres with the main entrance on Crossing Way off of Richmond Avenue and a secondary access at 100 North Frontier Drive in the City of Staunton, Virginia.

Please quote lowest price and best delivery on items listed. Advise what discount, if any will be allowed for payment within a specified time. Terms and delivery date must be specified.

Right is reserved to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton.

All bids must be submitted in a sealed envelope plainly marked, Bid No. “**F00223 – GROUND MAINTENANCE SERVICES AT STAUNTON CROSSING**”, with the name and address of the bidder in the upper left-hand corner and accompanied by complete specifications for the items offered. **E-Mail and facsimile responses are not acceptable.** No responsibility will attach the Owner or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified.

No verbal agreement or conversation with any officer, agent, or employee of the City either before or after the execution of this contract shall affect or modify any of the terms or obligations herein contained.

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

BIDS RECEIVED AFTER THE DATE AND TIME SPECIFIED WILL BE REJECTED

BIDS MUST BE SEALED, MARKED, AND DELIVERED TO:

Mail:

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

Overnight:

Chad Horvat
Finance Business Manager
116 W. Beverley Street, 3rd Floor
Staunton, VA 24401
(540) 332-3819

Bid Schedule

Invitation to Bid Posted		June 15, 2023
Mandatory Pre-Bid Meeting		June 28, 2023 at 9:00 AM
Questions Submission Deadline		June 30, 2023 by 1:00 PM
Addenda and Questions & Answers Posted		July 5, 2023 by 5:00 PM
Second Site Tour (Optional)		July 12, 2023 at 2:00 PM
Bid Submission Deadline		July 17, 2023 by 2:00 PM
Project Start (<i>Estimated Date</i>)		July 24, 2023

ALL BIDS MUST BE SUBMITTED PRIOR TO 2:00 P.M., JULY 17, 2023.

The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Bidder to ensure that its bid reaches the Finance Business Manager by the designated date and time. All Bidders 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.

Only those potential bidders that attended the Mandatory Pre-Bid meeting on June 28, 2023, are eligible to submit a bid.

Inquiries Concerning the Bid

Any questions or comments concerning this Invitation to Bid should be directed in writing to:

William L. Vaughn
Director of Community and Economic Development
City of Staunton, Virginia
P.O. Box 58
Staunton, Virginia 24402-0058
vaughnwl@ci.staunton.va.us

END OF ADVERTISEMENT FOR BIDS

BID SPECIFICATIONS

Location: The project location is the Staunton Crossing property (formerly Western State Hospital campus), located on 275 acres with the main entrance on Crossing Way off of Richmond Avenue and a secondary access at 100 North Frontier Drive in the City of Staunton, Virginia. Property is bounded on the east by Interstate 81, on the south by Richmond Avenue (U.S. Route 250), on the west by CSX & Buckingham Branch Railroad and North Frontier Drive (State Route 644), and on the north by Valley Center Drive. **Attachment 1** is a location map of the site.

Ownership: The property is owned in fee simple title by the EDA, a legal entity, separate from the City of Staunton.

Bid Details: Bid responses shall include a breakdown of costs for the services as identified in *Project Description: Section III: Scope of Work*.

Qualification and Experience: Bid responses shall include the Qualifications and Experience of the bidder. Describe the experience of the firm or consortium of firms making the bid and the key principals involved in the proposed project including experience with projects of comparable size and complexity, and prior experience bringing similar projects to completion on budget and on schedule. Describe any comparable projects undertaken for local or state governments or any other EDA in the Commonwealth of Virginia. Provide references for each project listed here.

MANDATORY Pre-Bid Meeting: A mandatory Pre-Bid Meeting will be held at **9:00 a.m. on June 28, 2023 in the City Council Caucus Room, on the 1st Floor of City Hall, 116 W. Beverley Street, Staunton, Virginia.** A site tour will be held immediately following the meeting, and a Secondary Optional site visitation will be available on July 12, 2023. The gates will be opened for visiting from 9:00 a.m. until 2:00 p.m.

During the site tour bidders will be allowed to inspect and analyze the current environment and collect further data in determination of their ability to perform the work on the project required. The Bidder shall be presumed to have made a reasonable inspection of the premises before the time of Bid submission and shall be held responsible for all information available through such inspections; and submission of a Bid will be a confirmation that the Bidder did make a site inspection and is aware of all conditions affecting performance and price(s) submitted.

Bid Questions and Addenda: Prior to submitting their bids, it is the contractor's responsibility to check the Staunton City web-site (<http://www.staunton.va.us/solicitations>) for any addenda associated with this Invitation to Bid. **Any procurement or technical questions must be submitted in writing to Chad Horvat at horvatcm@ci.staunton.va.us no later than 1:00 p.m. on June 30, 2023.** Any addenda issued and all questions and answers will be available on web site by **5:00 p.m. on July 5, 2023.**

Bid Due Date: Responses to this bid must be received by **2:00 p.m. July 17, 2023.** The City is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its bid reaches the Supervisor of Purchasing by the designated date and hour. **Facsimile and e-mail submittals are not acceptable.**

END OF BID SPECIFICATIONS

PROJECT DESCRIPTION

I. BACKGROUND

In 2009, the City and the EDA completed negotiations to acquire the Western State Hospital campus from the Virginia Department of Behavioral Health and Developmental Services (DBHDS). In 2013, the EDA assumed total control of the site.

The following year, the City began construction on a new \$1.8 million boulevard to serve as the main entrance. In 2015, the City and EDA began site preparation by demolishing a 3-story, 30,000 square foot building and relocated a smaller state-operated building for the initial phase of future development. In 2016, the front 30 acres was sold to local developers for commercial development, and a couple of years later, the Hilton Tru and Marriott Fairfield Inn hotels opened their doors.

In January 2021, the demolition of 19 buildings and the removal of 17 above and underground tanks began. The project was completed in June 2022. Plans are to continue to facilitate private re-development of the property following these efforts.

In addition to the above-mentioned efforts, the City was awarded an \$8.7 million VDOT Smart Scale grant to extend Crossing Way through the Staunton Crossing to connect to Valley Center Drive providing a new transportation network to support planned economic development. Construction begins September 2022.

The Commonwealth Center for Children and Adolescents facility is not a part of Staunton Crossing nor is it a component of the project.

II. CONTRACT PERIOD

The contract shall cover the period from approximately July 24, 2023 through July 23, 2024.

The City reserves the option to renew this contract for four (4) additional one-year periods ending July 23, 2028. Unless notified in writing thirty (30) days prior to the expiration date, the contract will automatically renew during these periods.

Initial rates and subsequent renewal rates must be guaranteed for a minimum of twelve (12) months. Any increase in rates shall be negotiated with the City; however, the renewal rate shall not exceed the Consumer Price Index for all Urban Consumers (CPI-U)–Other Goods and Services (unadjusted for the current 12-month period). Any increase in rate must be submitted sixty (60) days prior to contract renewal. The City does not guarantee approval of any rate increase.

III. SCOPE OF WORK

The intent of this Invitation for Bid (ITB) is to furnish all labor, equipment, transportation, and fees necessary to provide grounds maintenance services on an AS NEEDED BASIS for Staunton Crossing in accordance with all specifications, terms, and conditions herein. This shall facilitate the establishment of contracts for the City of Staunton on behalf of the Staunton Economic Development Authority (EDA).

- A. Contractor(s) shall provide all labor, materials, transportation, equipment, licenses, permits, etc. necessary to provide grounds maintenance services at Staunton Crossing as seen in **Attachments 1 & 2**.
- B. Grass shall be mowed and trimmed on a weekly basis throughout the growing season (May through October) and on an AS NEEDED BASIS during the remainder of the contract period as instructed and scheduled by the City of Staunton Department of Economic Development. The City reserves the right to add or delete locations or portions of locations at any time during the contract period, in response to areas being sold for development, and the City/EDA reserves the right to adjust cutting intervals or cancel the contract at any time during the contract period
- C. Standard weekly grass cuttings shall include cutting and trimming of grass to maintain a grass height not to exceed 6" with reasonable uniformity. Areas under the trees shall be maintained. When tree limb growth impedes access to the trunk of the trees, then the maximum distance from the trunk shall be the dripline. The City reserves the right to amend the cutting height requirements or reduce/increase the frequency of cuttings. Contractor shall invoice the City of Staunton on a monthly basis for work done during the month previous, and all invoices shall be NET30 payment terms.
- D. In addition to cutting and trimming grass, the Contractor shall be required to remove from the cutting area any heavy accumulation of turf clippings; remove clippings from sidewalks, and curbs; maintain grass next to foundations, signs, fences, light poles, fire hydrants, street sign posts, trees, and other permanent objects; and provide weed control in cracks and expansion joints.
- E. If requested, work shall include mowing of ditches and drainage swells.
- F. Contractor shall use commercial grade OPEI/UL approved equipment maintained in good working condition and appropriately equipped with safety devices. Contractor shall have adequate equipment and manpower necessary to complete the job in the time allotted.
- G. Contractor may use Roundup or other non-selective post-emergent herbicide to edge permanent objects such as fences, posts, and concrete objects. Herbicides must be environmentally safe and Contractor shall comply with all federal, state, and local regulations.
- H. Contractor shall only use equipment with safety guards and shall practice safe operating procedures to properly protect the operator, bystanders and adjacent property from injury/damage. Contractor shall furnish and maintain insurance coverage and shall indemnify and hold harmless the City of Staunton in substantial accordance with the attached.
- I. Contractor shall be responsible for removing obvious litter prior to mowing. Any debris or objects that remain as a result of the building demolition which may impede the cutting, shall be placed on designated parking lots for the City to remove.
- J. Trees as identified on Attachment 3, and brush/overgrown areas as identified on Attachment 4, shall be cut and cleared within 6 months of the execution of this contract. Trees and brush/overgrown areas have been marked with spray paint and/or pink ribbons. Debris may be dumped/burned in City designated areas within Staunton Crossing.

- K. The property is currently fenced, gated, and locked to control access. The primary access to the project site for heavy equipment, shall be through the gate at 100 North Frontier Drive.

As an option, the City may require additional ground maintenance services for its properties, to include trimming and removal of trees, mulching, planting of flowers and shrubs, and the application of chemical treatments. The Contractor is requested to provide pricing in the space provided on the BID FORM. Additional planting of flowers and shrubs, and requests for chemical treatments, and other grounds maintenance services will be negotiated on a job-by-job basis.

It shall be the Bidder's responsibility to examine and understand the requirements of the bid documents and visit the site to familiarize themselves with boundaries and/or local conditions that may in any manner affect cost, progress, or performance of the work.

IV. CONDITIONS OF WORK

- A. Work Times

Work times are from 6:00 a.m. to 8:00 p.m. Monday through Saturday unless otherwise approved by the City.

- B. Encroachment on Other Properties

The contractor will avoid any encroachment on neighboring properties. The contractor is solely responsible for any damages to adjoining properties or improvements caused by operations, including damage or loss to adjoining property owners or tenants, whether to buildings, property, etc.

- C. Burning

Burning on-site is not permitted unless approved by the City and meeting all required local and state laws.

END OF PROJECT DESCRIPTION

INFORMATION FOR BIDDERS

I. SECURING DOCUMENTS

- A. The City of Staunton, Virginia, (hereinafter called the “CITY”, or “Public Body”) invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City in the City Purchasing Agent’s office, as specified in the Advertisement for Bid.
- B. Bid documents are available for viewing and downloading from at the Staunton City website <https://www.ci.staunton.va.us/departments/finance/procurement> and at the Virginia State Procurement site (eVA) <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>.
- C. The envelopes containing the bids must be sealed, addressed to City of Staunton, Purchasing Agent’s Office, Staunton, Virginia 24401 and designated as bid for: “Ground Maintenance Services at Staunton Crossing”.
- D. The City may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

II. PREPARATION OF BID AND SUBMISSION

- A. Each bid must be submitted on the prescribed form in accordance with the following:
- B. Each bid must be properly signed and with all blank spaces filled out, in ink or typewritten. The foregoing certification must be fully completed and executed when submitted. Do not make any modifications, erasures, deletions, additions or changes to the bid form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejections of the bid. Submit only the original signed copy of the bid.
- C. Address bids to the City, and deliver to the address specified in the Advertisement for Bid. Bid on or before the day and hour set for opening the bids. Enclose each bid in an opaque, sealed envelope or box bearing on the outside the following:
 - 1. Project Title
 - 2. Name of the Bidder
 - 3. Bidder’s address
 - 4. Date and hour of the bid opening.
- D. The sealed envelope containing the bid must be enclosed in another envelope and mailed to the address as specified in the Advertisement for Bids. The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the bidder to see that his bid is received on time. No faxed or emailed bid will be considered. No bids received after the time fixed for receiving them will be considered. Late or incomplete bids may be returned to the bidder. All expenses for making bids to the City shall be borne by the bidder.
- E. Indicate receipt of issued addenda on the Bid Form. All Bidders are advised to check the City’s website <https://www.ci.staunton.va.us/departments/finance/procurement> or the eVA website

<https://mvendor.cgieva.com/Vendor/public/AllOpportunities> to assure that all Addenda have been received and that the cost consequences thereof have been included in the Bid.

- F. Any bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof.
- G. Any bid received after the time and date specified shall not be considered.
- H. Bid shall remain subject to acceptance for sixty (60) days.
- I. The following documents fully completed and signed where appropriate are required for a responsive Bid:
 - 1. Signed Bid Form which includes acknowledgement of Addenda
 - 2. State Corporation Commission Registration
 - 3. Non-Collusion Affidavit
 - 4. Reference List

III. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom is proposed to award a subcontract under this contract must be acceptable to the City. The bidder must name the subcontractor(s), and the City reserves the right to determine whether any named subcontractor is fit and capable to perform the required work.

IV. METHOD OF BIDDING

This is a unit price bid for daily Ground Maintenance Services at Staunton Crossing. (See Bid Forms & Worksheets.)

V. QUALIFICATIONS OF BIDDER

- A. The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder indicates that the bidder is not properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- B. Bidders must not be currently debarred from bidding on contracts by any agency of the Commonwealth of Virginia or any federal agency.
- C. 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.

VI. ADDENDA AND INTERPRETATIONS OF CONTRACT DOCUMENTS PRIOR TO BIDDING

- A. Questions will be answered in Addendum format and posted as outlined in the invitation to bid, at the City website <https://www.ci.staunton.va.us/departments/finance/procurement>

and at the eVA website <https://mvendor.cgieva.com/Vendor/public/AllOpportunities>. It is the responsibility of all bidders to ensure that they have received all addenda and to include signed copies of any and all addenda with their bid submission. Any and all such interpretations and any supplemental instructions will be posted on the City website not later than close of business day on July 5, 2023.

- B. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the contract documents.

VII. LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the contract will be deemed to be included in the contract as though herein written out in full.
- B. Contractor shall comply with Federal and State Requirements.

VIII. METHOD OF AWARD – LOWEST QUALIFIED BIDDER

- A. The contract will be awarded on the basis of the sum of the Base Bid.
- B. The award will be made to the lowest responsible bidder whose bid conforms to the Advertisement, these Instructions and whose qualifications indicate the award will be most advantageous to the City.
- C. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
- D. Should the lowest bid for Base Bid exceed the City's budget, the City may proceed with negotiations with the lowest bidder for the Base Bid in accordance with section 2.2-4318 of the Code of Virginia to obtain a contract price within the funds available to the City. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the City for this contract (including all grant funding) prior to issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and Scope of Work/Specifications to be performed. The City shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the City wishes to negotiate a lower contract price. The times, places, and manner of negotiations shall be agreed to by the City and the lowest responsive bidder.

IX. EXECUTION OF CONTRACT

- A. The form of the Contract, which the successful bidder will be required to execute, is included in the Bid Documentation.
- B. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the City the following documents, as required by the City and the Contract Documents:
 - i. Certificates of Insurance and Endorsement
 - ii. City Business License

iii. Virginia State Contractor's License Number

C. Certificates of Insurance shall be approved by the City before the successful bidder may proceed with the Work.

X. OBLIGATION OF BIDDER

- A. The failure or omission of any bidder to examine any form instrument or document shall in no way relieve any bidder from any obligation in respect of his bid.
- B. SCC Requirement: 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.

XI. ADJUSTMENT OF CONTRACT

The City reserves the right to expand this contract to include work of the type defined in the specifications to other locations of the City of Staunton. This expansion would be contingent upon the Contractor agreeing to perform the additional work at similar negotiated contract prices found in the bid for the original contract.

XII. CITY BUSINESS LICENSE

City of Staunton Business License is required for successful award of this project. At or prior to delivery of the signed Contract, the bidder to whom the Contract is awarded shall deliver to the City a copy of their City Business License. The bidder shall ensure that the Business License indicates a basis amount equal to or greater than the awarded Contract value. For information on City Business Licenses contact the Staunton Commissioner of Revenue office at 540- 332-3829.

END OF INFORMATION FOR BIDDERS

BID FORMS & WORKSHEETS

To: City of Staunton
City Purchasing Agent's Office
Third Floor, City Hall
P.O. Box 58
Staunton, Virginia 24402

Gentlemen:

The undersigned, as Bidder, does hereby declare that the only person, persons, company or parties interested in this Bid are named herein; that this Bid is made and that the Contract will be executed without collusion with any other person or persons presenting any Bid for the same work, labor and materials; that this Bid is in all respects fair and just and that no person prohibited therefrom by law is directly or indirectly interested in this Bid, nor in the labor and materials to which it relates, nor in any portion of the profits thereof.

The undersigned does further declare that he has personally examined the site of the proposed work and made such investigation as is necessary to determine the general and local conditions and the character of the work to be encountered; that he has carefully examined each and every item of the annexed Contract Documents and the Plans and Specifications pertaining hereto, and that he fully understands the same, and will make no claim, other than as stated therein, because of any misunderstanding or misconception concerning the nature, character or amount of work to be done.

The undersigned does hereby offer and agree to execute and perform the Contract attached hereto, and of which this Bid forms a part; and to furnish all of the labor, materials, tools, equipment, transportation and superintendence for the project; in strict conformity with the specifications. The bidder understands that the quantities shown in the Bid Schedule are approximate only; and are subject to either increase or decrease based on the work shown on the Drawings and for changes in the work as directed by the Owner and that should the quantities of any of the items of work be increased, the undersigned proposes to do the additional work at the unit price set out herein, and should the quantities be decreased, he also understands that payment will be made on the actual quantities installed at the unit prices, and will make no claim for the anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the work. Lump sum bid items will not be adjusted.

This document must be completed & returned with bid submission.

BID FORM

The City requires the below bid information to be submitted. Each bidder will be required to furnish all labor, equipment, vehicles/transportation, materials, permits and fees, and insurance required to provide annual grounds maintenance services for Staunton Crossing in accordance with all specifications, terms, and conditions herein. Quantities are estimates for bid purposes only.

The bids will be evaluated and awarded based on the lowest responsive and responsible Bidder based on TOTAL BID amount.

ITEM

Task	Cuttings/Trimmings	Price	Amount
Cutting Grass	Up to 32 times per season.	Price per Cutting	
Tree Removal	11 Trees as identified on Attachment 3 and marked in the field.	Sum Total	
Brush Clearing	Areas as identified on Attachment 4, and marked in the field.	Sum Total	
		Total Bid	

PER ATTACHED SPECIFICATIONS

The City reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, to waive informalities or irregularities, to negotiate contract terms and options with the successful low bidder, and to contract for the bid to other than the lowest bidder in the best interest of the City of Staunton.

OFFER

To Purchasing Department:

In compliance with the bid information, the undersigned offers and agrees, if this offer is accepted within _____ calendar days (30 calendar days unless a different period is inserted by the purchaser) from the bid open date specified above, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s), within the time specified.

Bidder guarantees shipment from _____ via _____ within _____ days after receipt of order. FOB: Staunton

TERMS: _____

The undersigned acknowledges Addenda:

Addenda No. _____ Addenda _____

Addenda No. _____ Addenda _____

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions in making up this Bid.

BIDDER/COMPANY NAME: _____

BY: _____

TYPED NAME OF BIDDER: _____

STREET ADDRESS: _____

CITY AND STATE: _____

FEDERAL ID NUMBER: _____

PHONE: _____

FAX: _____

EMAIL: _____

DATE: _____

*This document must be completed & returned with bid submission. **

END OF BID FORMS & WORKSHEETS

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information:

The undersigned Offeror:

- ☐ is a corporation or other business entity with the following SCC identification number:
_____ -OR-
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) -OR-
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.

****NOTE**** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

****This document must be completed & returned with bid submission.****

END OF STATE CORPORATION COMMISSION FORM

REFERENCE LIST

Indicate below a listing of at least three (3) current or recent client references, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods or services.

Reference #1

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #2

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Reference #3

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Indicate below a listing of at least one (1) current or recent client/account that has terminated your company's services within the last two (2) years. Account(s) are preferred to be government accounts of a similar size and nature.

Terminated Reference *(if Applicable)*

Reference #1

Company: _____	Contact Person: _____
Phone #: _____	Email: _____
Project: _____	Dates of Service: _____

Company Background *(Attach additional sheets if necessary.)*

Number of Years in Business: _____

Overview of Work History, Experience & Background of Company:

**This document must be completed & returned with bid submission. **

END OF REFERENCE LIST

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

2. Payment to Subcontractors:

- a. An offeror awarded a contract under this solicitation is hereby obligated:
- b. To pay the subcontractor(s) within thirty (30) days of the offeror's receipt of payment from the City of Staunton for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- c. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
- d. The offeror is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the offeror that remain unpaid thirty (30) days following receipt of payment from the City of Staunton, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee.

These provisions apply to each sub-tier contractor performing under the primary contract. An offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City of Staunton.

B. TESTING AND INSPECTION

The City of Staunton reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

C. ASSIGNMENT OF CONTRACT

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

D. DEFAULT

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Staunton, after due oral or written notice, may procure them from other sources and hold the offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City of Staunton may have.

E. TAXES

Sales to the City of Staunton are exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, as the City of Staunton determines appropriate. Any deliveries under this contract shall be free of Federal excise and transportation taxes.

F. INDEMNIFICATION

The Offeror agrees to indemnify, defend, and hold harmless the City of Staunton and its Council members, officers, directors, agents and employees against any and all claims, liabilities, losses, damages, costs and expenses (including reasonable attorney fees) arising out of, or resulting from any and all injuries to persons or damage to property or intellectual infringement claim arising out of services performed hereunder or by reason of the intentional or negligent acts or omissions of the Offeror, its employees, agents or sub-contractors, including any independent contractors. The provisions of this section shall survive the completion, terminations or expiration of the contract.

G. LIABILITY AND LITIGATION

The City shall not indemnify or hold harmless any contractor or other third party. The City does not waive any right or release any party from liability, whether on its own behalf or on behalf of any boards, employees or agents. The City does not waive the right to trial by jury for any cause of action arising from the Contract and shall not submit any Contract claim to binding arbitration or mediation. The City shall not be liable to contractor for any special, punitive or exemplary damages arising from the performance of the contract, including, but not limited to, incidental damages, and lost profit and lost wages, even if such special damages are reasonably foreseeable. Any provision(s) in the Contract contrary to these statements is/are hereby deleted and rendered void.

H. COPYRIGHTS

The Offeror hired pursuant to this contract is prohibited from copyrighting any papers, interim reports, forms, or other materials resulting from performance under this agreement, without the written permission of the Purchasing Agency. Data and their analysis, forms, and images gathered or developed during fulfillment of this contract may be used by the Offeror in subsequent

copyrighted publications, provided the copyrights do not in any way restrict or limit the Purchasing Agency's ownership, use, or distribution of said information, forms, or images.

I. AWARDING THE CONTRACT

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

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

J. PUBLIC INSPECTION OF PROCUREMENT RECORDS

1. Bids 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 bid records within a reasonable time after the evaluation and negotiations of bids are completed but prior to award, except in the event that the City decides not to accept any of the bids and to reopen the contract. Otherwise, bid 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.

Bidder may not invoke this protection on the entire bid – only on those sections or data which are considered trade secrets or proprietary.

K. ETHICS IN PUBLIC CONTRACTING

By submitting their bid, all offerors certify that their bid 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 bid, 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.

L. 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.

M. PROMPT PAYMENT ACT

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

N. REJECTION OF BIDS

The City 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 Invitation to Bid, or make modifications, corrections of additions to the information contained herein.

Offerors are cautioned this is an Invitation to Bid, NOT a request to contract.

O. COSTS FOR BID PREPARATION

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

P. APPROPRIATIONS

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

Q. CONTRACTOR REGISTRATION

If a contract is for construction, removal, repair, or improvement of a building or other real property, bidders, whether residents or nonresidents of Virginia, will be required to show evidence of a certificate or registration as required by Chapter 7 of Title 54 of the Code of Virginia before their Bids will be considered. If a Bid is \$120,000 or more, or if the Contractor's annual volume is \$750,000 or more, the Contractor must be licensed as a "Class A Contractor." If a Bid is \$7,500 or more but less than \$120,000, the Contractor must be licensed as at least a "Class B Contractor". If a Bid is \$1,000 or more but less than \$7,500, the Contractor must be licensed as at least a "Class C Contractor". The Bidder shall place license on the outside of the envelope containing the Bid and shall place license in the Bid, at the place provided, whichever of the following notations is appropriate:

Licensed Class A Virginia Contractor No. _____

Licensed Class B Virginia Contractor No. _____

Licensed Class C Virginia Contractor No. _____

Contract is less than \$1,000 therefore licensure is not required.

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 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.

T. QUALIFICATIONS OF (BIDDERS/OFFERORS)

The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities.

The City further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

U. CANCELLATION OF THE CONTRACT

The City may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days advance written notice to the contractor. In the event of such termination the contractor shall be compensated for services and work performed prior to termination.

V. AVAILABILITY OF FUNDS

Agreements are made subject to the appropriation of funds by the Staunton City Council and are null and void in the event of non-appropriation by the City Council. Non-appropriation of funds shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

W. 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.

X. SAFETY AND OSHA STANDARDS

All parties performing services for the City shall comply with all Occupational Safety and Health Administration (OSHA), State Occupational Health Standards, and any other applicable rules and regulations. All parties shall be held responsible for the training, supervision, and safety of their employees. Any unsafe acts or hazardous conditions that may cause injury or damage to any persons or property within and around the work site areas under this contract shall be remedied per the regulatory agency's guidelines.

Y. 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 bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

Z. CONTRACT TERM

The Offeror whose Bid is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Invitation to Bid.

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

Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Invitation to Bid, 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 the City.

Compensation and Record Keeping

Total compensation for services will be negotiated between the City and the successful Offeror. The City retains the right to terminate contract negotiations if insufficient progress is being made to establish contract terms. The Offeror selected will be paid on a percentage of progress completed basis, as provided for in the contract or lump sum at completion or project. The contract will be written on a "cost not to exceed" basis. Records are to be kept by the Offeror in such detail as to properly reflect all direct or indirect costs of labor and material for which payment will be claimed.

AA. PAYMENT

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

BB. BID BOND

If required, the Bid Bond shall be in the amount of 5% and shall be submitted on the City of Staunton's Bid Bond form (Attachment BB) provided in this bid package.

CC. PERFORMANCE AND PAYMENT BONDS

If required, successful contractor agrees to provide a performance bond (Attachment PB) and a payment bond (Attachment PYB) for any contract signed which exceeds \$350,000. When required, performance bonds and payment bonds shall be submitted on the City of Staunton's bond forms provided in this bid package (Attachment PB and Attachment PYB).

DD. BID ADDENDA

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

EE. INSURANCE REQUIREMENTS

Prior to contract award, the Contractor shall furnish certificates of General Liability, Vehicle Liability, and Worker's Compensation Insurance in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively, to the City. All insurance coverages shall be written by companies licensed to do business in Virginia and shall be administered by a Virginia registered agent. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the City."

FF. CONTRACT TERMINATION

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

GG. DEBARMENT STATUS

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

HH. CONTRACTOR UNDERSTANDING

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

II. DRUG-FREE WORKPLACE

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

1. provide a drug-free workplace for the contractor's employees;

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

JJ. NONDISCRIMINATION OF CONTRACTORS:

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

KK. ANTI-DISCRIMINATION:

By submitting their (bids/proposals), (bidders/offerors) certify to the City of Staunton 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:

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, 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.

- 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 the requirements of this section.
 - d. 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 Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth 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 State contracting regardless of whether the specific contract is terminated.
 - f. 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.
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.
- a. 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.
 - b. 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.

The contractor will include the provisions of the foregoing paragraphs 1 and 2 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

LL. 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.

MM. NEGOTIATION WITH SUCCESSFUL BIDDER

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

NN. COOPERATIVE PROCUREMENT

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

OO. IMMIGRATION REFORM AND CONTROL ACT OF 1986

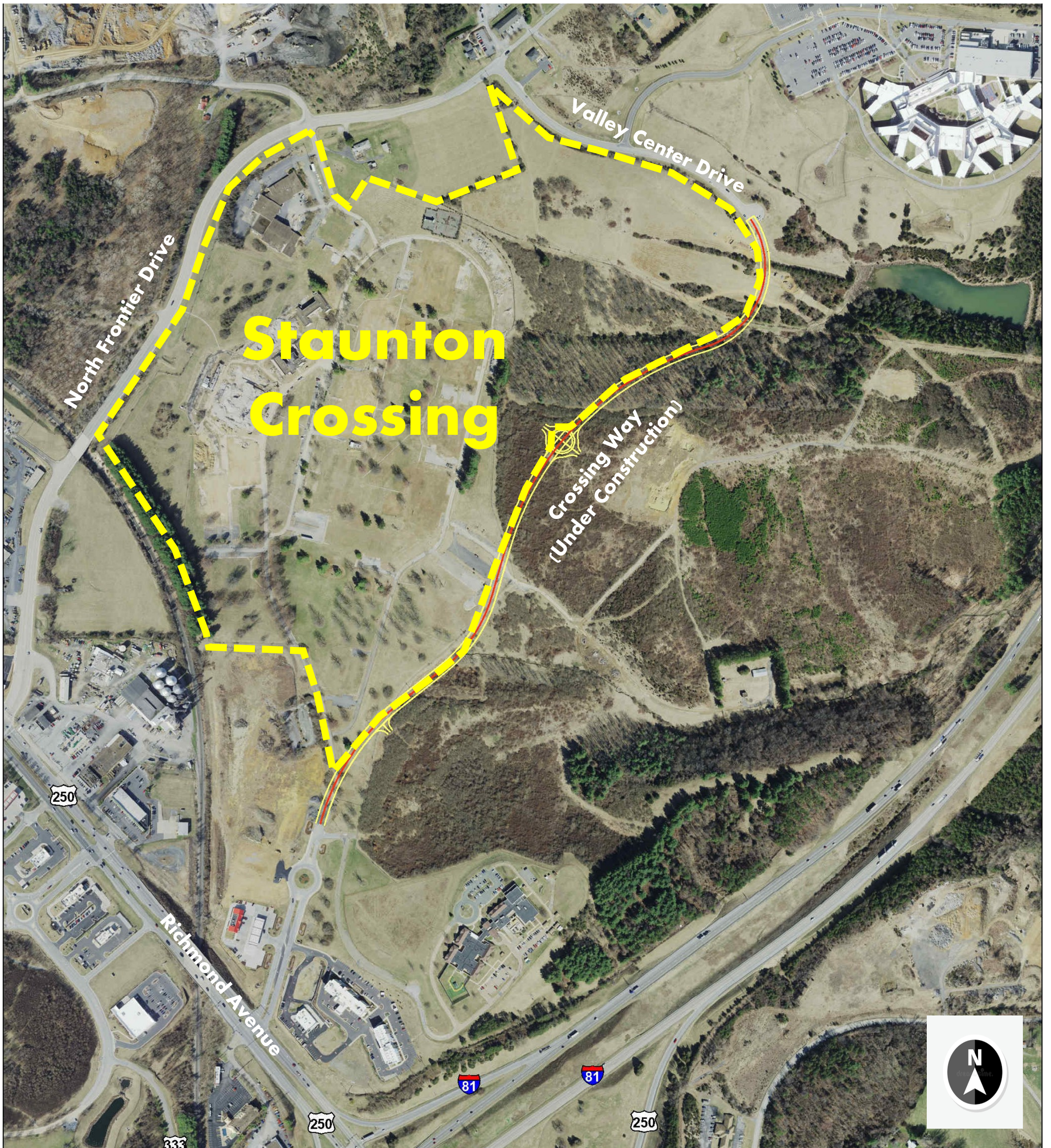
During the performance of this contract, contractor agrees that they will not, and shall not knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986. (per 2.2-4311.1)

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

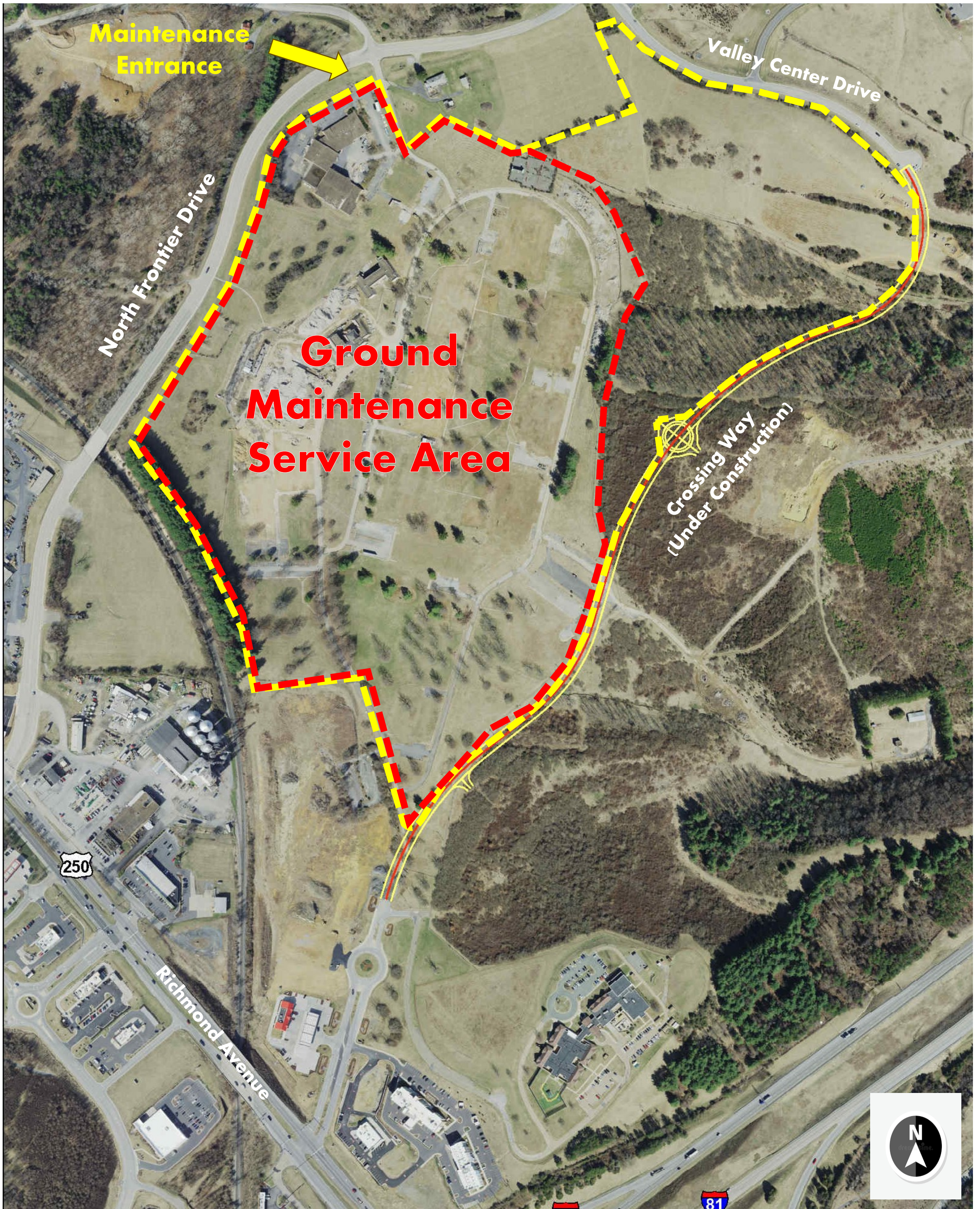
The extent that either Contractor or any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the City of Staunton, Staunton City Council, School Board or Staunton Public Schools, Contractor shall reveal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

ATTACHMENT 1

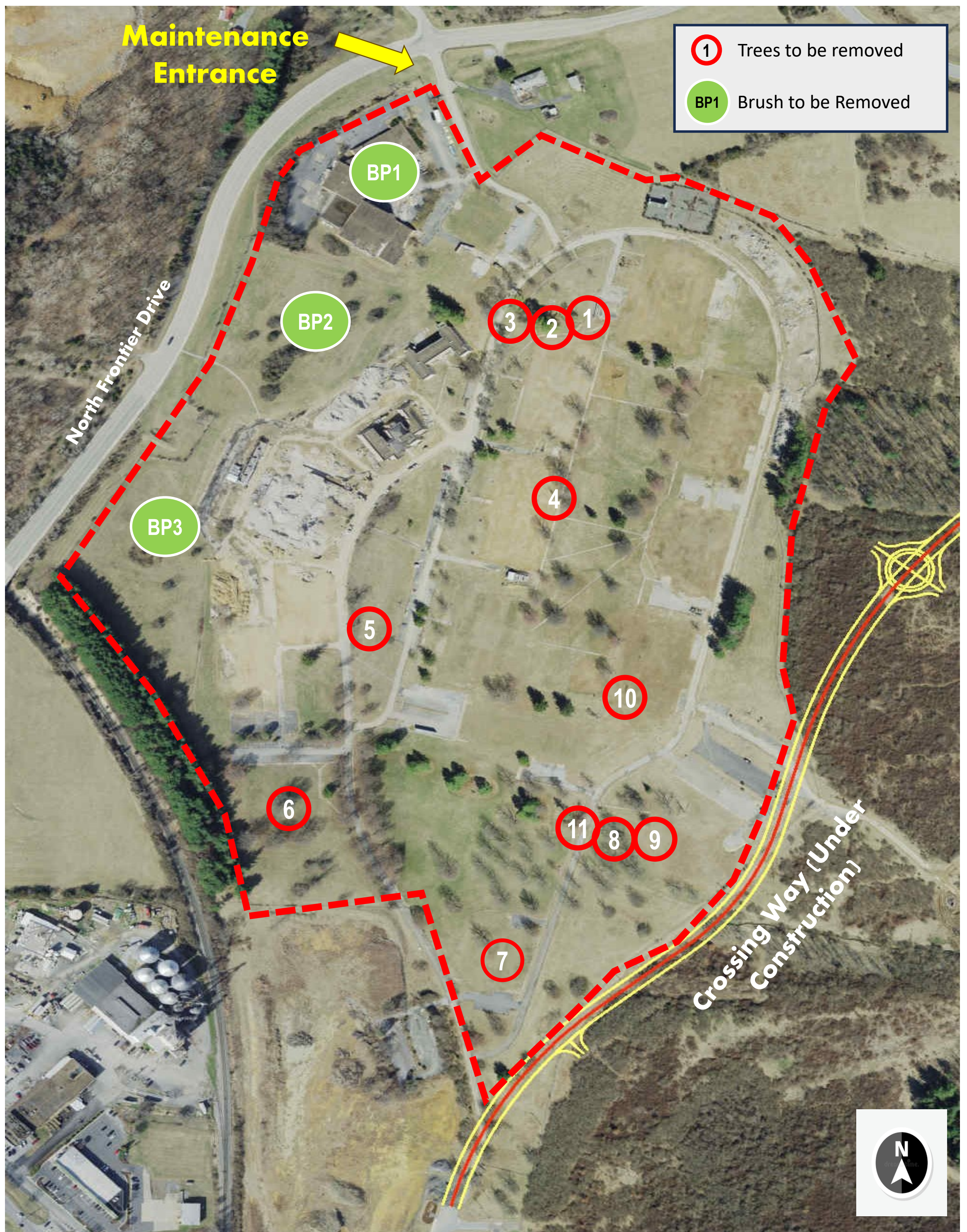
Staunton Crossing Location Map



ATTACHMENT 2
Staunton Crossing
Ground Maintenance Service Area

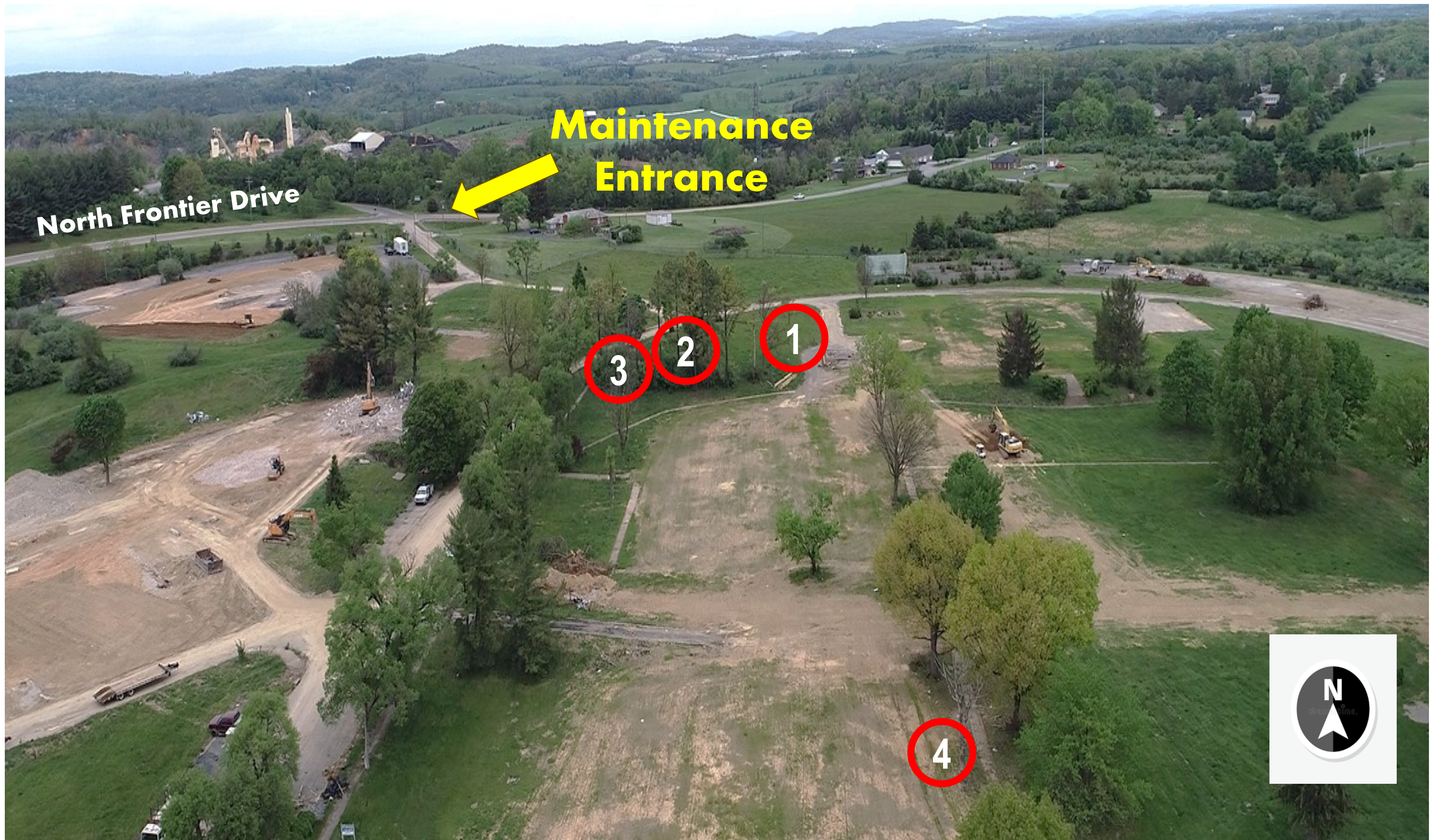


ATTACHMENT 3
Staunton Crossing
Ground Maintenance Service Area



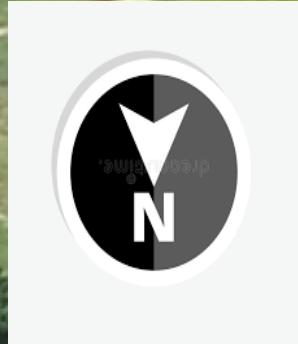
ATTACHMENT 3a
Staunton Crossing
Ground Maintenance Service Area

Trees to be
Removed



ATTACHMENT 3b
Staunton Crossing
Ground Maintenance Service Area

**Trees to be
Removed**



ATTACHMENT 3c
Staunton Crossing
Ground Maintenance Service Area

Trees to be
Removed



ATTACHMENT 3d
Staunton Crossing
Ground Maintenance Service Area

Trees to be
Removed



ATTACHMENT 3e
Staunton Crossing
Ground Maintenance Service Area

Trees to be
Removed



ATTACHMENT 4

Staunton Crossing

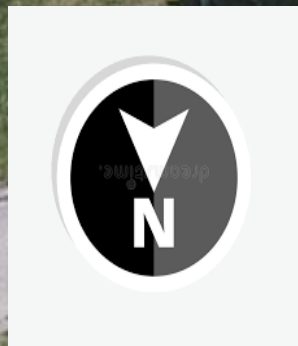
Ground Maintenance Service Area

Brush Piles to
be Removed



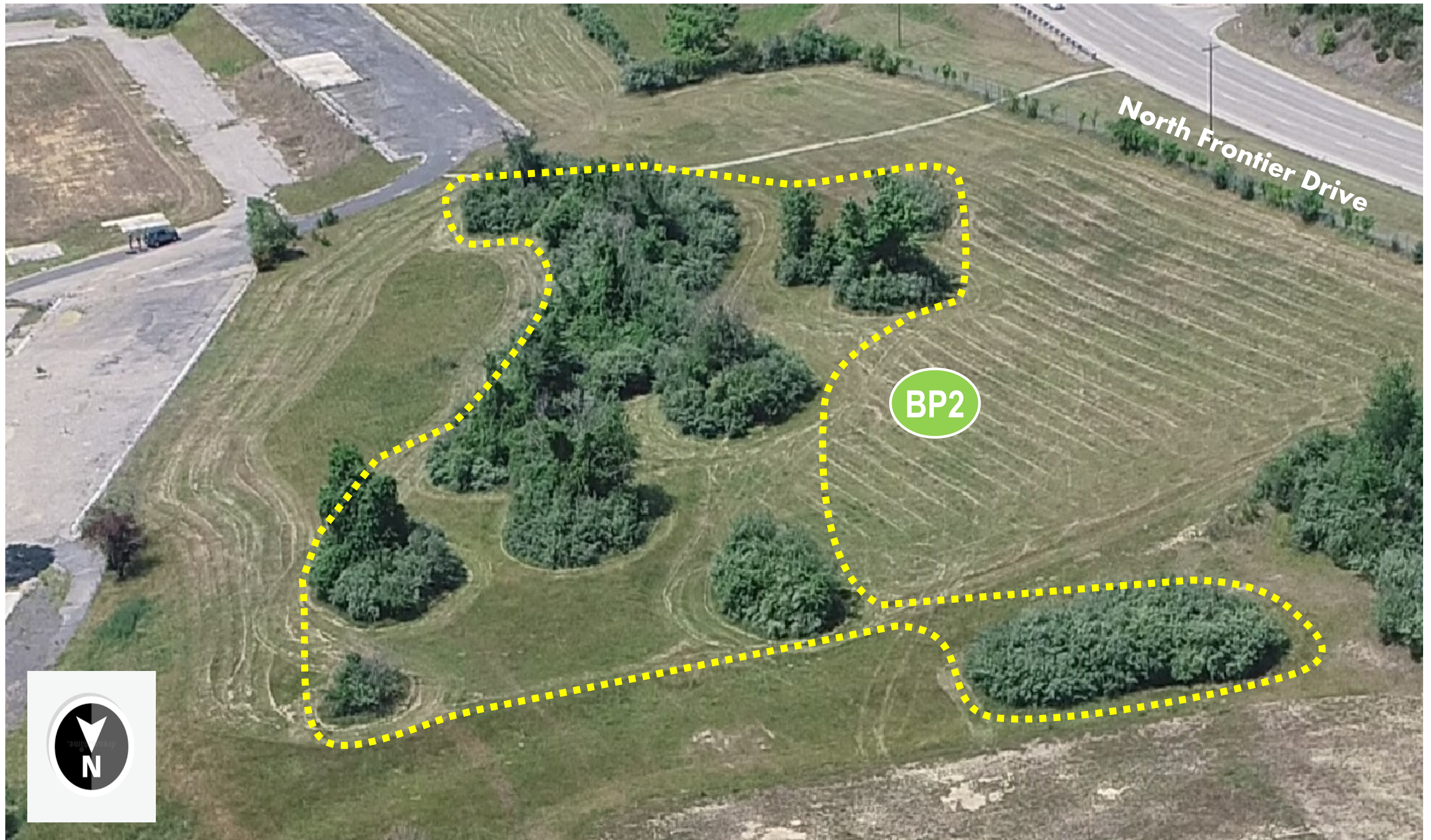
ATTACHMENT 4a
Staunton Crossing
Ground Maintenance Service Area

Brush Piles to
be Removed



ATTACHMENT 4b
Staunton Crossing
Ground Maintenance Service Area

Brush Piles to
be Removed



ATTACHMENT 4c
Staunton Crossing
Ground Maintenance Service Area

Brush Piles to
be Removed

