



DEPARTMENT OF FINANCE

**REQUEST FOR PROPOSAL
FOR
THE CITY OF STAUNTON, VIRGINIA**

September 7, 2023

GENERAL INFORMATION

Proposal

The City of Staunton is seeking proposals from qualified firms to provide network cabling services for the City as outlined herein.

All proposals must be delivered to:

Chad M. Horvat, Finance Business Manager
City of Staunton
116 W. Beverley Street
3rd Floor Finance
Staunton, VA 24401
horvatcm@ci.staunton.va.us

ALL PROPOSALS MUST BE SUBMITTED BY 2:00 P.M. September 28, 2023

The City of Staunton is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private couriers, or the inter-office mail system. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Supervisor of Purchasing by the designated date and hour. All offerors shall abide by all applicable State and Federal laws. The City does not discriminate against small and minority businesses or faith-based organizations.

Inquiries Concerning the RFP

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

Kurt Plowman, Chief Technology Officer
City of Staunton
116 W Beverley St
Staunton, VA 24401
plowmarks@ci.staunton.va.us

City of Staunton, VA

Network Cabling Services Request for Proposal # I00123



RFP# I00123 responses due by 2:00 pm September 28, 2023

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SECTION 1 - INTRODUCTION

1.1. Introduction

The City of Staunton, the municipal government of Staunton, Virginia, invites written proposals from qualified offerors to provide City-wide network cabling services for the City's Information Technology Department.

The purpose of this Request for Proposal (RFP) is to provide proposing offerors with a common, uniform set of instructions to guide them through the development of their proposals. In addition, this RFP will function as a standard from which to evaluate your company's products and services as they compare to other offerors and as they pertain to the needs of our organization as defined in this document.

The desired contract term will be for one (1) year with four (4) optional one-year renewals.

1.2. Offeror Eligibility

Offerors should meet the requirements of this section in order to be considered for award of a contract from this solicitation.

Offeror must be a commercial entity with an established track record operating in its field.

Offeror, at the time of RFP submission and throughout the term of the Contract, must be authorized to conduct business in Virginia. Offeror should notify the City immediately in the event that there is any change in the corporate status. See section 3.18 for additional information.

1.3. Proposals

An original paper copy of the sealed proposals and one (1) electronic copy (on CD or USB drive) from each Offeror for the services specified must be received prior to 2:00 p.m. on September 28, 2023 by the City of Staunton (hereinafter referred to as "the City" or "Staunton"). All proposals must be in an opaque, sealed envelope or box and clearly marked "**RFP # I00123 - NETWORK CABLING SERVICES PROPOSAL**". 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 representation of the offeror shall sign proposals. All electronic copies shall be exact image of PDF scanned copies of the original, signed, completed documentation.

If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using the included Proprietary/Confidential Information Identification Form 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 CD or USB drive.

Proposals shall be mailed or hand delivered to the City of Staunton Finance Office, 116 W Beverley St, 3rd Floor, Staunton, VA 24401. Office hours are Monday through Friday, 8:00 AM to 5:00 PM. It is the Offeror's responsibility to ensure that their proposal is received by the Purchasing Department prior to 2:00 p.m. on September 28, 2023. Proposals received after 2:00 p.m. will not be accepted or considered. All proposals will be time stamped upon arrival. The City will not be responsible for the loss of any proposal that is not properly marked as specified. **Faxed or e-mailed proposals are not acceptable.**

Offerors must address each item in this RFP in the order in which it appears. The terms "noted", "considered" and "understood" are not acceptable. Offerors shall respond to each item individually with "agreed", "will comply" or provide a satisfactory explanation of their variance from the request. Such variances, in themselves, will not eliminate the proposal from consideration, but will be evaluated along with other selection criteria. Failure to answer any requirement within this Specifications package MAY subject the entire proposal to rejection.

Prior to submitting their proposals, it is the offeror's responsibility to check the City's website (www.staunton.va.us/departments/finance/procurement) for any addenda associated with this RFP.

1.4. Reservation

While price is a major consideration, Staunton will consider all aspects of each proposal. The City reserves the right, at any time prior to award of the contract, to reject any and all proposals, or any part thereof, to make no award, and/or to issue a new RFP, or make modifications, corrections, or additions to the information contained herein. Offerors are cautioned this is a Request for Proposal, not a request for contract.

1.5. Evaluation Criteria

The following criteria will be used to evaluate the proposals but not necessarily in the order given:

- A. The ability, capacity and skill of the offeror to perform the contract or provide the service required within the time specified; (30%)
- B. Features and functionality of the proposed solution; (10%)

- C. Cost of the proposed systems and related maintenance contracts and payment terms, including terms and discounts; (25%)
- D. The quality of performance of previous contracts of services, especially focusing on installations of similar size and configuration; (15%)
- E. The ability of the offeror to provide future maintenance, parts and services; (10%)
- F. Compliance with RFP terms and conditions. (10%)

1.6. Important Dates

There are several dates that are important in the process:

RFP Release	September 7, 2023
Deadline for Questions	September 18, 2023
RFP's Due	September 28, 2023 2:00 pm
Anticipated Award Date	October 10, 2023 (estimated)

1.7. Inquiries

- 1.7.1 Questions regarding administrative aspects of this Request for Proposal package should be addressed to:

Chad M. Horvat, Finance Business Manager
E-mail: horvatcm@ci.staunton.va.us

Questions regarding technical aspects of this Request for Proposal package should be addressed to:

Kurt Plowman, Chief Technology Officer
E-mail: plowmanks@ci.staunton.va.us

SECTION 2 - SYSTEM REQUIREMENTS

2.1. Background

The City's Information Technology department maintains data, voice and video distribution networks in more than thirty facilities throughout Staunton. There is an on-going need to add additional structured cabling to the existing network infrastructure. Cabling projects may range from a few drops to multi-drop, multiple building projects.

Anticipated upcoming projects that will include structured wiring within the next six months include wireless access point upgrades, security cameras and new proximity door security systems.

2.2. Scope of Work

- 2.2.1 The work to be provided shall include the furnishing of all equipment, accessories, labor and materials necessary for the installation of complete network drops as needed.
- 2.2.2 The initial period of the agreement shall be for one (1) year with the option to renew the term agreements for four (4) additional one-year periods.
- 2.2.3 This is not an exclusive agreement and the City may elect to enter into agreements with additional Contractors at any time or to bid significant projects.

2.3. Contractor Requirements

The Contractor shall at a minimum possess the following qualifications:

- 2.3.1 Be in business a minimum of five (5) years performing structure network cabling functions.
- 2.3.2 Contractor must employ at least one currently registered BICSI (or equivalent) certificated technician having documented experience with structured cabling.
- 2.3.3 Contractor shall demonstrate satisfaction of sound financial condition and can adequately bonded and insured if a specific project deems necessary.
- 2.3.4 Possess those licenses and permits required to perform telecommunications installations in the City of Staunton.

2.3.5 Personnel knowledgeable in local, state and national codes and regulations. All work shall comply with the latest revision of the codes or regulations. When a conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.

2.3.6 Must possess current liability insurance certificates.

2.4. Required Technical Specifications

2.4.1 The Contractor shall furnish all materials, labor, supervision, tools, test equipment and conduct appropriate tests. All installations shall conform to appropriate installation standards and guidelines. The Contractor shall comply with all aspects of the following:

a) EIA/TIA-568-C and addenda, Commercial Building Telecommunications Wiring Standards

b) EIA/TIA-569-B and addenda, Commercial Building Standard for Telecommunications Pathways and Spaces

2.4.2 The Contractor shall fire stop all cable runs to meet national and local fire codes. All walls must maintain their fire rating.

2.4.3 Prior to starting work on a job, the Contractor must provide a detailed work schedule.

2.4.4 The Contractor shall correct any damage to existing systems which occurs during installation at no cost to the City.

2.4.5 All installations require proper grounding as required by ANSI-J-STD-607-A and addenda and consideration of NEC Article 250 and Article 800 is recommended for communications circuits.

2.4.6 The Contractor shall use an Underwriter Laboratories (UL) listed polymer-based formula cable pulling lubricant when pulling communications cables through existing conduits. The lubricant shall be applied immediately before or during the pull.

2.5. Category 5e/6 UTP Cable Specifications

2.5.1 All telecommunications connecting hardware and cable must be made by an ISO 9001:2015 Certified Manufacturer.

2.5.2 All materials and equipment shall be new, free from defects, installed in accordance with the manufacturer's current published recommendations

in a neat manner and in accordance with standard practices of the industry.

- 2.5.3 The horizontal portion, “station cable” or “network drop”, of the telecommunications cabling system extends from the work area telecommunications outlet to the terminal in the telecommunications or equipment room.
- 2.5.4 Drops will not exceed 328 feet / 100 meters in length.
- 2.5.5 All terminations shall follow the T568B wiring pin-out standard.
- 2.5.6 Rack mounted patch panel frames shall be used to terminate the cabling in the telecommunications racks. Telecommunications racks will be provided by the City. Patch panels should utilize 110 punch down. Patch panels shall be provided by the Contractor as needed.
- 2.5.7 Category 6 plenum-rated cable, 550Mhz, 23 AWG solid copper, 4-pair, UTP cable shall be used. All horizontal wiring shall have a yellow jacket.

Category 5e may be requested by the City in some situations.

Shielded cable is generally not a requirement for City wiring and not included in this proposal.

- 2.5.8 All outlets, patch panels and cables shall be clearly labeled with printer-generated labels, black print on a white background. At a minimum, the same designation shall be indicated on both ends. Handwritten labels are not permitted.
- 2.5.9 Faceplates shall be used with single-gang boxes, unless otherwise specified. Faceplates shall be white in color. Keystone jacks shall match cabling requirements (Cat 5e, Cat 6) and be white in color. Unused ports shall have white blanking plates.
- 2.5.10 Cable pulling shall be done in accordance with the cable manufacturer’s recommended procedures and ANSI/IEEE C2 standards. Recommended pulling tensions and minimum bending radius shall not be exceeded. Any cable or kinked to a radius less than recommended shall not be installed.
- 2.5.11 The use of qualified systems to firestop through penetrations in fire-rated wall and floors for pipes, cables, conduits, ducts, inner-ducts and cable trays. Firestopping for openings through fire and smoke-rated walls and floors shall meet the requirements of ASTM E814 (or UL 1479).

- 2.5.12 Cable slack (i.e.: “service loops”) need to be neatly bundled and secured.
- 2.5.13 Patch cables do not need to be provided for network drops installations.
- 2.5.14 Cables may not touch any part of the ceiling grid at any time. Conduit is generally not required, but may be required for some installations. Contractor and City will address conduit requirements when necessary.
- 2.5.15 The Contractor shall be responsible for bi-directional testing of each drop with an approved test set. Testing should include, but not limited to, wire mapping, length, continuity, polarity, insertion loss, and NEXT loss. Any drop that does not pass testing shall be corrected and retested.
- 2.5.16 Upon completion of work, the Contractor is responsible for cleaning up workspaces, racks and ceilings after installation and must leave the premises clean and neat.
- 2.5.17 Detailed specifications will be provided by the City to the Contractor for each project. In case of a conflict with these general requirements, the detailed project specifications will take precedence.

2.6. Proposal Requirements

- 2.6.1 Pricing shall be identified as a “turn-key” per-drop cost.

The City will strive to bundle jobs in order to maximize efficiency.

Proposals may offer a variety of discounts for multiple drops per job. For example, cost per drop if two or more drops to the same workspace jack location, or more than ten (10) drops per job.

- 2.6.2 Any optional or additional configuration suggestions may be proposed but should be identified as optional with separate line-item pricing.
- 2.6.3 Proposals should be comprehensive and detailed to provide the following:
 - Overview of your company
 - Overview of how you will meet our objectives
 - Details regarding your ability to support the proposed solution
 - References
 - Any key differentiators about your company or process
 - Terms & conditions
- 2.6.4 Provide at least three references from customers where the type and size of installation provided in this RFP was successfully completed within the

past five years. A completed Vendor Reference Form at the end of this document must be included in proposals.

SECTION 3 - GENERAL PROPOSAL REQUIREMENTS

3.1. Charges and Payments

3.1.1 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).

3.1.2 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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 of shall survive the completion, terminations or expiration of the contract.

3.7. 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.

3.8. 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.

3.9. Awarding the Contract

The award of a contract shall be determined in the sole discretion of the City based upon evaluation of all information as the City may request. The City reserves the right to waive any informality in proposals submitted in response to this Request for Proposal 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 proposals. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results>

3.10. Public Inspection of Procurement Records

3.10.1 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:

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 the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 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.

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

3.11. 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.

3.12. 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.

3.13. Prompt Payment Act

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

3.14. Rejection of Proposals

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

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

3.15. Costs for Proposal Preparation

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

3.16. 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.

3.17. Contractor Registration

If a contract is for construction, removal, repair, or improvement of a building or other real property, offerors, 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 Proposals will be considered. If a Proposal 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 Proposal is \$7,500 or more but less than \$120,000, the Contractor must be licensed as at least a "Class B Contractor". If a Proposal is \$1,000 or more but less than \$7,500, the Contractor must be licensed as at least a "Class C Contractor". The Offeror shall place license on the outside of the envelope containing the Proposal and shall place license in the Proposal, 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.

3.18. 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 proposal the identification number issued to it by the State Corporation Commission (SCC). Proposals must include a completed SCC form at the end of this document.

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 proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: (<http://www.scc.virginia.gov>).

The offeror shall also be a registered vendor on SAM.GOV website.

3.19. 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.

3.20. Qualifications of (Bidder/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.

3.21. 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.

3.22. 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.

3.23. 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.

3.24. 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.

3.25. Modification and Withdrawal of Proposal

An offeror may modify or withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening of proposals. After proposal opening, Code of Virginia 2.2-4330 B. 1. shall apply: "The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice."

3.26. Contract Term

The Offeror whose Proposal is found to be the most advantageous to the City will be offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that Agreement shall be in substantial conformance with the terms, conditions, and specifications described in this Request for Proposal. 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 Request for Proposal, and to reject any and all Proposals in total or by components.

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

3.27. 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.

3.28. Payment

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

3.29. Request for Proposal Addenda

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

3.30. 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."

3.31. 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.

3.32. 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.

3.33. 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.

3.34. 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.

3.35. 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.

3.36. 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.

3.37. 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.

3.38. Negotiation with Successful Offeror

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 proposal to allow for additions and future expansions.

3.39. 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.

3.40. 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)

3.41. Certification of Interest & Relationships

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 and submit the certification contemporaneously with the executed

Contract. A completed Certification of Interest & Relationship form at the end of this document must be included in the proposal.

3.42. CFR Part 200 Contract Requirements

In the event that the City is using federal funding for any particular job order, the following clauses will be applicable:

1. Contracts for more than the simplified acquisition threshold currently set at \$250,000.00, 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 of settlement.
 - a. The City may, but written notice to the Consultant effective, upon written notice to and receipt by the Consultant, terminate this Agreement in whole or in part at any time (1) for the City's convenience, (2) upon the failure of Consultant to comply with any of the terms or conditions of this Agreement, or (3) upon the Consultant becoming insolvent or bankrupt.
 - b. In the event the City terminate this Agreement, in whole or in part, the City may procure upon such terms and in such manner as deemed appropriate, services similar to those so terminated, and the Consultant shall continue the performance of this Agreement to the extent not terminated hereby.
3. Equal Employment Opportunity. (Applicable to all construction contracts over \$10,000).

During the performance of this Contract, the Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, sex, color, or national origin. Such action

shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Body setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
 - c. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contract or subcontracts for standard commercial supplies or raw materials.
- 4. Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color or national origin, be excluded from participate in, be denied the benefits of, or be subject to discrimination under and program or activity funded in whole or in part with Federal funds.
 - 5. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 - 6. 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) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Attach HUD form 4010 Federal Labor Standards Provisions.
 - 7. Contract Work Hours and Safety Standards Act. applicable to contracts 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.

8. 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.
9. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended
 - a. Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$150,000. For all such Contracts, all Contractors and subcontractors agree to the following requirements:
 - b. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - c. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- d. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.
- e. Agreement by the Contractor that they will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.
- f. In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

10. 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 government-wide 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. Use www.SAM.gov.

11. 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. Attachment 10B – Certification

12. Compliance with Federal Law, Regulations, and Executive Orders

Upon execution of the contract, the contractor acknowledges that federal financial assistance may be used to fund the contract only. The contractor shall

comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

13. Access to Records and Reports

The following access to records requirements apply to this Contract:

- a. The contractor agrees to provide City of Staunton, VA and any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide City of Staunton, VA and any of their authorized representatives access to construction or other work sites pertaining to the work under the contract.

14. Adjustments for Change in Scope

The City may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation or additional time, the Contractor must notify the City as soon as the City requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation or time. The Contractor will not receive any additional compensation or time pursuant to this paragraph unless the parties execute a written Contract amendment and the City issues a purchase order consistent with the amendment.

15. Procurement of recovered materials

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 CFR10 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.

16. Section 3 of the Housing and Urban Development Act of 1968

This agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1801 u) as amended. The Section 3 clause provides:

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause).

- a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The Contractor agrees send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
- d. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135,

and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

17. Program Fraud and False or Fraudulent Statements or Related Acts

Upon execution of the contract, the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

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 offeror's out-of-state location) -OR-
- ☐ is an out-of-state business entity that is including with this proposal 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 proposal submission.****

END OF STATE CORPORATION COMMISSION FORM

**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 Public 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 Public 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:

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

VENDOR 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 proposal nonresponsive.

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

- 2) Vendor's Primary Contact:

Name: _____ Phone: _____
Email: _____

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

_____ Years _____ Months

- 4) Vendor Information:

Vendor 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.

VENDOR REFERENCES FORM

(Cont.)

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

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____