



REQUEST FOR PROPOSALS

RFP AND CONTRACT DOCUMENTS

CONCESSIONS VENDOR AT GYPSY HILL PARK POOL

RFP# D00126

April 15, 2026

PARKS & RECREATION

Table of Contents

Table of Contents	2
REQUEST FOR PROPOSALS	5
PURPOSE	5
INQUIRIES CONCERNING THE RFP	5
RFP SCHEDULE	5
RFP SUBMISSION FORMATS	5
PURPOSE	8
BACKGROUND	8
SCOPE OF SERVICES	8
CONDITIONS	8
GENERAL REQUIREMENTS	9
PRODUCT REQUIREMENTS	11
RENT	11
PHYSICAL BUILDING REQUIREMENTS	12
PROPOSAL PREPARATION	12
CRITERIA FOR PROPOSAL EVALUATION	13
METHOD OF AWARD	14
CONTRACT TERM	14
OFFEROR INFORMATION FORM	15
A. Business Identification	15
B. Qualifications and References	16
C. Conflict of Interests	17
D. Collusion	17
E. Acknowledgement of Addendum Received	17
F. Authorized Signature	17
PROCUREMENT GUIDELINES	18
1. SUBMISSION AND RECEIPT OF RFPS:	18
2. SPECIFICATIONS	18
3. BRAND NAMES	18
4. DELIVERY POINT:	18
5. CASH DISCOUNTS:	18

6.	LATEST MODEL/QUALITY.....	18
7.	CHARGES AND PAYMENTS	18
8.	AUDIT	20
9.	TESTING AND INSPECTION	20
10.	ASSIGNMENT OF CONTRACT	20
11.	DEFAULT	20
12.	TAXES.....	20
13.	INDEMNIFICATION.....	20
14.	LIABILITY AND LITIGATION.....	20
15.	COPYRIGHTS	21
16.	OFFEROR'S PERFORMANCE.....	21
17.	AWARDING THE CONTRACT.....	21
18.	DISCUSSION OF EXCEPTIONS TO THE RFP	21
19.	PUBLIC INSPECTION OF PROCUREMENT RECORDS	21
20.	ETHICS IN PUBLIC CONTRACTING	22
21.	FORUM SELECTION.....	22
22.	PROMPT PAYMENT ACT	22
23.	REJECTION OF RFPS	23
24.	COSTS FOR PROPOSAL PREPARATION.....	23
25.	APPROPRIATIONS	23
26.	ADDITIONAL FEDERAL GRANT PROVISIONS.....	23
27.	STATE CORPORATION COMMISSION IDENTIFICATION NUMBER.....	23
28.	ANTITRUST.....	23
29.	QUALIFICATIONS OF OFFERORS.....	23
30.	CANCELLATION OF THE CONTRACT	24
31.	AVAILABILITY OF FUNDS.....	24
32.	SELECTION PROCESS/AWARD	24
33.	SAFETY AND OSHA STANDARDS	24
34.	CONTRACT TERM	24
35.	SEVERABILITY	25
36.	COMPENSATION AND RECORD KEEPING.....	25
37.	PAYMENT	25
38.	PERFORMANCE AND PAYMENT BONDS	25
39.	SOLICITATION ADDENDA	25
40.	INSURANCE REQUIREMENTS.....	25

41. CONTRACT TERMINATION.....	25
42. DEBARMENT STATUS.....	25
43. CONTRACTOR UNDERSTANDING	26
44. SUBCONTRACTS	26
45. DRUG-FREE WORKPLACE.....	26
46. NON-DISCRIMINATION.....	26
47. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS	27
48. PERMITS AND LICENSES.....	27
49. COOPERATIVE PROCUREMENT.....	27
50. IMMIGRATION REFORM AND CONTROL ACT OF 1986.....	27
51. CERTIFICATION OF INTEREST & RELATIONSHIPS.....	27
52. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)	27
PROPRIETARY/CONFIDENTIAL INFORMATION	29
ATTACHMENT B – RELEASE OF INFORMATION FORM.....	30

REQUEST FOR PROPOSALS

TITLE: CONCESSIONS AT GYPSY HILL PARK POOL
RFP #: D00126
RFP DUE DATE: MAY 5, 2026
OPTIONAL CONFERENCE: No

PURPOSE

The City of Staunton is seeking proposals for a Food and Beverage Concessions Vendor to operate concessions stands at Gypsy Hill Park under the purview of the Department of Parks and Recreation. The stand shall have defined hours of operation and be staffed appropriately to handle fluctuation in customer demand.

INQUIRIES CONCERNING THE RFP

Any questions regarding the specifications for this Request for Proposals (RFP) should be directed, in writing, to:

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

Written inquiries are due by no later than 5:00 p.m. April 24, 2026.

RFP SCHEDULE

Proposal Posted:	April 15, 2026
Questions Due:	April 24, 2026
Q&A Addenda Posted:	April 27, 2026
Proposals Due & Proposal Opening:	May 5, 2026 @ 2:00 p.m.

RFP SUBMISSION FORMATS

This RFP is a request for a sealed proposal; therefore, proposals may be submitted electronically through the eVA system, or they may be submitted by non-electronic means (paper submissions) outside of the eVA system.

The Purchasing Office will NOT accept oral proposals or proposals received by E-mail, telephone, or fax.

Sealed proposals, whether electronic or paper, will be received not later than **2:00 p.m. on MAY 5, 2026**, with proposals received by that time opened at 2:00 p.m. at Staunton City Hall, Finance Department.

1. Paper Submissions

- A. All paper proposals submitted by **any delivery services (UPS, FedEx, etc.), US Postal Service, or hand-delivered** shall be timely delivered to:

ATTN: Chad M. Horvat
City of Staunton
Finance Office (3rd Floor)
116 W. Beverley Street
3rd Floor - Finance Department
Staunton, VA 24401
540-332-3819

**PROPOSALS RECEIVED
AFTER THE DATE AND TIME SPECIFIED
WILL BE REJECTED**

Office Hours

Monday through Friday, 8:00am to 5:00pm.

- B. Offerors shall provide one (1) paper copy and one (1) identical electronic PDF copy (on flash or thumb drive) of the proposal documents.
 - i. If proprietary/confidential information is included in the proposal, it shall be identified CONSPICUOUSLY using **Attachment B**, and
 - ii. Offeror is required to submit a redacted paper copy of the proposal in addition to the required number of proposal copies and,
 - iii. A redacted copy shall also be provided in electronic PDF format on the thumb drive. All electronic copies shall be exact image of PDF scanned copies of the original, signed, completed documentation.
- C. The proposal and any other documents required, shall be enclosed in a sealed opaque envelope or box. The envelope containing the proposal shall be sealed and marked with the title and due date of the proposal. **RFP # C00526 – CONCESSIONS VENDOR AT GYPSY HILL PARK POOL** and be accompanied by complete specifications for the items offered.
- D. Proposals should also clearly indicate the legal name, address and telephone number of the Offeror (company, firm, partnership, or individual) on the outside of the packaging.
- E. No responsibility will attach to the City or any official or employee thereof for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified.
- F. Official received time for proposals shall be determined by the time stamp affixed in the City of Staunton Finance Department at the time of receipt. Offerors are responsible for ensuring that their proposals are stamped by Finance Department personnel by the deadline indicated.
- G. All expenses for making the proposal to the City of Staunton shall be borne by the Offeror.

- H. An authorized representative of the Offeror **shall sign the Proposal as well as any other required attachments.**
- I. All proposals shall be either typewritten or filled in with ink in order to be considered.

2. Electronic Submissions via the eVA System

- A. Electronic sealed proposals will be accepted **ONLY** through the eVA system. Proposals delivered electronically by any method outside of the eVA system **WILL NOT** be accepted.
- B. Prior to the due date, Offerors should:
 - i. Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) to check for any updates, changes, amendments, cancellations, etc., and to ensure receipt of all Solicitation attachments and document to be completed and submitted; and;
 - ii. Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.
- C. Electronic proposal submission with all required documents attached is required and submission as one singular PDF formatted document is preferred.
- D. Offerors must submit one (1) complete copy of the proposal and all required documents and/or attachments.

eVA Specific Submission Instructions:

Offerors must be registered in eVA in order to submit an electronic proposal.

The following are instructions for submitting an electronic proposal:

- 1) Go to www.eva.virginia.gov;
- 2) Click on "I Sell To Virginia";
- 3) Click on "eVA Supplier Training"; and
- 4) Click on "Viewing and Responding to Solicitations Video".
- 5) If a Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov.

PURPOSE

The City of Staunton is seeking a Food and Beverage Concessions Vendor to operate concessions stands at Gypsy Hill Park Pool under the purview of the Department of Parks and Recreation. The stand shall have defined hours of operation and be staffed appropriately to handle fluctuation in customer demand.

BACKGROUND

The City of Staunton's Department of Parks and Recreation offers a variety of services and activities to residents and visitors. the City maintains several parks which offer organized and open areas for recreation, enjoying a picnic, fishing, and children's play. Community residents also enjoy the use of recreation centers which are utilized for planned group programs, birthdays, baby showers, community meetings, and their outdoor amenities.

SCOPE OF SERVICES

The City seeks a qualified Food and Beverage Concessions vendor capable of providing food and beverage service in a consistent and revenue positive manner. Each Offeror must clearly identify their knowledge of permanent and/or seasonal concession operations, food safety practices, proper licensure, contract relations, adequate staffing levels, and demonstrate financial stability.

- A. **Address:** 600 Churchville Avenue, Staunton, VA 24401.
- B. **Building available:** Permanent concessions facilities available
- C. **Pool operation hours:** 12:00 p.m. to 6:30 p.m. Sunday – Saturday
- D. **Desired business hours of operation:** Consistent with normal pool operating hours, seven (7) days a week from May 28 to August 3 – days and hours are negotiable – it is understood that inclement weather and unseasonably cold or hot days may limit the availability of the concessions. *Vendor shall furnish Staunton Parks and Recreation with a seasonal schedule of operating hours and the expectation from Staunton Parks and Recreation is that the schedule will be followed.*
- E. **Utilities Available:** Outlets and hot and cold water available.
- F. **City-Provided Equipment Available:** Equipment and Appliances that will be available at the Pool house are detailed in the supplemental PDF file named “*Pool House Kitchen Equipment.*”
- G. **Reporting:** Vendor for the Gypsy Hill Park Pool Concessions shall submit a seasonal report to the City outlining the current concessions menu they are utilizing (including pricing)

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors shall submit a proposal demonstrating their capability for rendering the following prescribed tasks:

CONDITIONS

- A. The City reserves the right to award contracts to multiple Offerors.
- B. Both for-profit and not-for-profit entities are encouraged to submit proposals for the requested service.

- C. The City reserves the right to offer vending opportunities outside of this award. Vendors are not guaranteed exclusive vending at any park, recreation facility, or trail. This includes during various special events and/or athletic tournaments.
- D. Vending at City special events must be approved by the City staff. Requests to provide this service must be made to City staff at least 30 days prior to the special event.
- E. Periodic reviews will be conducted by the City staff as deemed necessary by the Department or upon request by the vendor to review the operational performance of the vendor. In the event there is an operational and/or performance issue, the City, with the assistance of the vendor, will determine the best resolution for the situation at that time. If a satisfactory resolution cannot be reached between the vendor and the City, the City of Staunton reserves the right to determine if the vendor can be released from the existing contract at no obligation on the vendor's part. This process shall take no longer than ten (10) business days to complete.
- F. The vendor will be responsible for obtaining all necessary permits and approvals to operate the concessions stand(s) and will comply with all applicable laws, codes, ordinances, rules, regulations, orders and requirements for permits and approvals.
- G. All employees working for the vendor will be strictly considered employees of that vendor and have no contractual employment relationship whatsoever as an employee of the City of Staunton.
- H. The vendor is allowed and encouraged to promote their operation to the general public at will through the use of signage and other media outlets.
- I. The vendor is responsible for all maintenance including repairs and replacement of any equipment damaged while in use by the vendor. Any damages to the concessions stand(s) will be the responsibility of the vendor. This does not include damages that are the result of normal wear and tear to City-owned property and equipment or are the result of actions of those frequenting a park location (not through the actions of the concessions stand(s) vendor or its employees or volunteers).
- J. The sale of alcoholic beverages will be prohibited.
- K. The City of Staunton will be responsible for the cost of utilities, but the vendor will be responsible for turning off all lights, electrical appliances and water faucets and making sure the heat is set to the lowest possible setting when the stand is not in use. The exception to this is the coolers and ice machine.
- L. The vendor is not permitted to assign its rights to operate the concessions stands without written permission of City.
- M. As noted above, vendor shall submit to the City a seasonal list of the menu items being sold (including pricing). Also, vendor shall submit a quarterly schedule of operating hours to the City and the vendor shall conform to the scheduled hours of operation.

GENERAL REQUIREMENTS

- A. The successful vendor and their employees will be expected to abide by all laws of the Commonwealth of Virginia, City of Staunton Ordinances, park rules, business licensing, and Virginia Public health food service requirements.

B. Dress Code

The successful vendor is to provide its employees T-shirts or polo-style shirts that identify the workers as employees of the vendor. When working at City of Staunton locations, the vendor's employees must comply with the dress code outlined below.

1. The City of Staunton is a public government organization and expects all employees to dress appropriately for a business environment and in keeping with their work assignments. Public image plays an important role in developing and maintaining support for the organization, and appearance that maintains the confidence and respect of the citizens of Staunton is important to effective City operations.
2. Each employee must exercise good judgment and professional decision-making and comply with the City's expectations. In all cases, safety is paramount and no clothing, jewelry or accessories are allowed that might impact safe operations. The following list is not intended to include every possible scenario but presents guidelines for employee and supervisory decisions.
 - a. Clothing, jewelry and accessories must not create a safety hazard for the employee or others.
 - b. All clothing must be in good condition without holes, excessive wear, or staining from use or design.
 - c. Clothing may not display implied or stated profanity.
 - d. Clothing may not display advertisements or logos for alcohol, tobacco products, and/or illegal, racial or sexual connotations.
 - e. Employees shall be clean, well-groomed, and demonstrate acceptable personal hygiene.
 - f. Appropriate footwear must be worn.

C. Certification by Vendor as to Convictions for Felonies and Other Crimes

1. As this contract requires direct contact with children, the successful Vendor and any prospective employees of the Vendor shall fill out the Virginia Department of Social Services Central Registry Release of Information Form (Attachment B at the end of this Proposal) and consent to have the City perform a background check. Legal mandates for the Virginia Department of Social Services to provide a Central Registry and a mechanism for conducting searches of the registry are found in § 63.2-1515 of the Code of Virginia. These background checks will be performed by the City of Staunton at a cost of \$10.00 per person which shall be the responsibility of the successful Vendor.
2. No one with a felony conviction or a conviction for any offense involving the sexual molestation or physical or sexual abuse or rape of a child may be employed under this contract and by the signature of its authorized official on the response to this solicitation, the vendor certifies that neither the contracting official nor any of the vendor's employees, agents or subcontractors who will work under this contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
3. Vendor further acknowledges that such certification through signature shall be binding on the vendor throughout the term of any contract, including renewals or

extensions thereof, and agrees to provide immediate notice to the City of Staunton of any event which might render such certification ultimately untrue, including arrest, indictment, or investigation of any individual providing such services. Vendor also acknowledges that making a materially false statement on this certification or failing to notify the City of Staunton when such certification may become untrue may result in immediate cancellation of the contract.

4. Contact information for a vendor site supervisor shall be provided to the City of Staunton Parks and Recreation staff. A vendor site supervisor will be available for contact either in person or by phone during all operating hours.
 5. In the event that an issue should arise on City Property, the City of Staunton Parks and Recreation staff maintains the authority to control the issue as deemed necessary. Contact will be made with the site supervisor and/or owner before, during, or after the time the issue is being addressed depending upon the urgency of the situation.
- D. The vendor is responsible for keeping the concessions site clean and providing daily clean-up and trash removal. There are trash receptacles located at Gypsy Hill Pool which may be utilized by the awarded vendor.
 - E. The vendor shall will set trash and cardboard out in a designated area for pick-up by City crews.
 - F. Offerors shall provide a timeline of services implementation. The anticipated timeframe once a contract is signed to stock items, set up necessary equipment, and staff the concessions stands shall be noted in Section -2 Scope of Services Approach of the submitted proposal.

PRODUCT REQUIREMENTS

- A. Throughout the duration of the contract, all products being offered by the vendor will be subject to prior and ongoing approval from the City. Vendor shall seek prior approval from the City for all items used as ‘substitutions’ of previously approved items.
- B. Menu items – Offerors shall submit a list of proposed menu items that would be available for purchase (including the prices associated with each item). The list of items and prices is non- binding. This listing shall be noted in Section -2 Scope of Services Approach of the submitted proposal.

RENT

- A. Rent of the concession’s facilities shall be at a price negotiated between the City and the successful vendor. Vendors shall provide what they believe to be a fair rental price in their proposals. Please provide a seasonal rental fee. This can be noted in Section 5 Pricing of the proposal.
- B. Rent will be billed in the following manner:
 1. A Refundable Facilities Deposit and Seasonal Rent will be due at the beginning of the season before the first day of business.
- C. The City of Staunton reserves the right to review the rental rates annually and discuss an adjustment with the vendor at the time of renewal.

PHYSICAL BUILDING REQUIREMENTS

- A. The vendor is responsible for securing the concessions facilities, including any items or equipment utilized by the vendor. The City of Staunton will assume no responsibility in regards to vendor equipment or items located at the City's concessions' locations.
- B. All site signage and advertising must be approved by the Parks and Recreation Department and should be tasteful, reasonably discreet, and should not deter from the atmosphere of the individual concession location.
- C. Tenant Improvement – No permanent tenant improvements shall not be allowed.
- D. Hours of Operation – Offerors shall outline the proposed hours of operation. This outline is non-binding to the Offeror and will likely be adjusted throughout the course of the negotiation process. The outline shall be noted in Section -2 Scope of Services Approach of the submitted proposal.

PROPOSAL PREPARATION

- A. Proposals must address the items included in the Scope of Services and the Criteria for Proposal Evaluation. Proposals should be prepared simply, providing straightforward and concise responses to requests for information and descriptions of qualifications and capabilities.
- B. Responses shall be limited to no more than 30, one sided, or 15 double sided pages including all other materials, but, excluding the cover. Each copy of the proposal must be bound with all documentation in a single volume where practical. Failure to do so will result in a lowered evaluation. Incomplete proposals may be determined nonresponsive. Proposals with extraneous information or staff will receive lower ranking.
- C. Offerors should organize their proposals using the format described below:
 - 1. Title Page
 - a. Furnish the REQUEST FOR PROPOSALS TITLE PAGE and include it as the first page of the proposal. The name stated on the Title Sheet must be the full legal name of the Offeror and the address must be that of the office which will have the responsibility for the services provided.
 - b. Offers should acknowledge receipt of addenda on the title page. Failure to do so may result the proposal being deemed non-responsive.
 - 2. Section 1 - Project Understanding & Methodology
 - a. Briefly describe the understanding of the requested services and the methods to provide the required services.
 - 3. Section 2 – Scope of Services Approach
 - a. Detail the proposed approach to the Scope of Services and how the vending services would be accomplished. Explain how the services will be delivered, the steps anticipated in delivering the services, and indicate a timeline to implement the requested services. In this section of the proposal, Offerors should include any intention for tenant improvements, a defined schedule for hours of

operation, and the proposed list of menu items and their associated prices as noted in the 'Requirements' sections of this RFP.

4. Section 3 – Offeror Experience & Personnel

- a. Describe the Offeror's background and specific experiences in the food and beverage concessions delivery industry. Include a brief statement of the Offeror's professional competence, technical capabilities and qualifications. Experience is preferred with Offerors who have provided concessions services to private or government entities of a similar size and scope.
- b. Indicate the project manager and/or key individuals with a proposed role in the service delivery and include a delivery team organization chart.
- c. For each key individual involved, emphasize their role on the proposed delivery of services, their corporate affiliation (if applicable), and include a resume detailing related experience in working with similar contracts and local governments/private organizations. Include their educational background and experience as directly related to their assigned duties under the proposed contract.
- d. Resumes of individuals who will not be directly involved with the proposed project should not be included. Resumes for staff of sub-consultants should be included in the same format as those for the prime consultant.
- e. Also provide a brief summary of the reasons that the Offerors believe themselves to be the most qualified for this requested delivery of services.

5. Section 4 - References

- a. Provide a list of at least three clients for whom the Offeror has had success in providing food and beverage concessions services. Include client name, dates when the service was provided, brief description of the size and scope of the services performed, individual contact name, address, telephone number, and e-mail address.

6. Section 5 - Pricing

- a. Outline a proposed estimate for the seasonal rental of the concessions stands.

CRITERIA FOR PROPOSAL EVALUATION

The following criteria will be utilized in evaluating proposals:

Demonstrated understanding of the services to be delivered.	20%
Proposed approach to achieve Scope of Services and feasibility of timeline.	20%
Demonstrated competency of vendors experience and qualifications of the assigned staff in providing services; including previous experience with government/private entities of a similar size and scope.	20%
Products and items to be offered for sale including nutritional items; cost of items offered	20%
Conciseness and clarity of proposal.	10%
Pricing given for the rental of the concessions site.	10%

METHOD OF AWARD

- A. Following evaluation of the written proposals as submitted, presentations shall be held prior to selection. The opportunity to present shall be made to two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, and respondents ranked 1, 2, 3 or more.
- B. Upon completion of the presentations the selection committee shall select the number 1 ranked firm and the City shall begin negotiations with that firm in an attempt to reach an agreement to provide the services. Price shall be considered, but need not be the sole determining factor. If after negotiations have been conducted with the top ranked firm, an agreement cannot be reached, negotiations will be terminated with that firm, and negotiations began with the firm ranked number 2.
- C. This procedure will continue until an agreement is reached or negotiations are terminated and the services re-solicited. At any stage of the selection process should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- D. Notice of Award will be posted on the City's web site (www.ci.staunton.va.us) and on the eVA website.

CONTRACT TERM

The initial term of this contract shall be for one year from contract signing, with the option to renew for up to four additional one-year terms upon mutual consent of the parties to the contract.

OFFEROR INFORMATION FORM

A. Business Identification

BUSINESS/COMPANY NAME:	
STREET ADDRESS:	
MAILING ADDRESS:	
CONTACT PERSON:	
TITLE:	
TELEPHONE NO.:	
EMAIL ADDRESS:	
REMITTANCE ADDRESS:	
BUSINESS ORGANIZED UNDER THE STATE LAWS OF:	
PRINCIPAL BUSINESS LOCATION:	
VA STATE CORPORATION COMMISSION IDENTIFICATION (VA SCC) NUMBER.:	VA SCC Number:
	** If Offeror does not have a VA SCC Number, Offeror must refer to Procurement Guidelines Item 26.2. and shall provide the required documentation.
FEDERAL ID NUMBER:	
DUNS NUMBER:	

B. Qualifications and References

Has the business ever defaulted or failed to complete any public body contract:	No:	
	Yes- Explain:	
Is the entity or any of its principals currently debarred, disqualified or suspended from submitting responses to the City, or any other state, local or federal entities?	No:	
	Yes - Explain	
Type of work performed by this business:		
Number of years this business has been in operation:		
Number of employees:	Full time:	Part Time:
Business License:	Type:	Issued:

References:

Offerors shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, a telephone number and/or an E-mail address.

Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail
Reference Name	Contact	Telephone
Address	City, State ZIP	E-mail

C. Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et. Seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.	YES, Explain Below
The business is aware of information bearing on the existence of any potential organizational conflict of interest.	NO

D. Collusion

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same goods and services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.	YES
	NO

E. Acknowledgement of Addendum Received

The undersigned warrants that it has received the following Addendum/Addenda for the Solicitation (Show date of Addendum).

AMENDMENT NO.	DATE	INITIAL

[Add more as needed]

Addenda issued during the bidding period will be incorporated into the Contract Documents.

F. Authorized Signature

By signing, Business certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Solicitation.	
Authorized Signature:	Date:
Name (Printed):	Title:
Email Address:	Telephone Number:

PROCUREMENT GUIDELINES

1. SUBMISSION AND RECEIPT OF RFPS:

- 1.1. In order for your Proposal, to receive consideration, it must be received prior to the specified time and date of opening as designated in the solicitation. E-mail and facsimile submittals are not acceptable.

2. SPECIFICATIONS

- 2.1. Offerors must indicate any variances from our specification and/or conditions, NO MATTER HOW SLIGHT. If variations are not stated in the Proposal, it will be assumed that the product or service fully complies with our specifications. The Purchasing Department is not responsible for locating or securing any information which is not included in the Proposal. Accordingly, to insure that sufficient information is available, the Offeror must furnish as part of his Proposal all descriptive material, (i.e., Catalog Cuts, illustrations, drawings, specifications, or other information) necessary for the Purchasing Department to determine whether the goods or services offered meet the salient characteristic requirements of the Proposal.

3. BRAND NAMES

- 3.1. Unless otherwise provided in the Request for Proposals, the name of a certain brand, make, or manufacturer does not restrict Offerors to the specific brand, make, or manufacture mentioned; it conveys the general style, type, character, and quality of the equipment desired. The City shall, in its sole discretion, determine whether the equipment proposed is the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Acceptance shall be based solely on the City's determination of suitability.

4. DELIVERY POINT:

- 4.1. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the Proposal price. Failure to do so may be cause for rejection of Proposal. The Offeror shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

5. CASH DISCOUNTS:

- 5.1. Cash discounts will be considered in determining the award.

6. LATEST MODEL/QUALITY

- 6.1. Offeror shall base the Proposal on the latest model, design, etc. of this type of equipment by the manufacturer of which he represents. Equipment shall be new and unused.

7. CHARGES AND PAYMENTS

- 7.1. To Prime Contractor:

- 7.1.1. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number.

- 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - 7.1.5. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be 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).
- 7.2. Payment to Subcontractors:
- 7.2.1. An offeror awarded a contract under this solicitation is hereby obligated:
 - 7.2.1.1. 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
 - 7.2.1.2. To notify the agency and the subcontractor(s), in writing, of the offeror's intention to withhold payment and the reason.
 - 7.2.2. 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.

8. AUDIT

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

9. TESTING AND INSPECTION

- 9.1. 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.

10. ASSIGNMENT OF CONTRACT

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

11. DEFAULT

- 11.1. 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.

12. TAXES

- 12.1. Sales to the City of Staunton are exempt from State and Federal 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.

13. INDEMNIFICATION

- 13.1. 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.

14. LIABILITY AND LITIGATION

- 14.1. 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.

15. COPYRIGHTS

- 15.1. 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.

16. OFFEROR'S PERFORMANCE

- 16.1. The successful Offeror agrees and covenants that its agents and employees shall comply with all City, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.

17. AWARDING THE CONTRACT

- 17.1. 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 RFPs submitted in response to this Request for Proposals when such waiver is in the best interest of the City.
- 17.2. The City of Staunton shall endeavor to award the contract within thirty (30) days from receipt of RFPs. Notice of award will be posted on the City Web Site at <http://www.staunton.va.us/solicitation-results> and on the eVA procurement site.

18. DISCUSSION OF EXCEPTIONS TO THE RFP

- 18.1. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.
- 18.2. Please identify in the proposal submission any "Exceptions to RFP".

19. PUBLIC INSPECTION OF PROCUREMENT RECORDS

- 19.1. RFPs 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:
- 19.2. Public inspection of certain records:
- 19.2.1. 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.

- 19.2.2. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 19.2.3. 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 RFPs are completed but prior to award, except in the event that the City decides not to accept any of the RFPs and to reopen the contract. Otherwise, Proposal records shall be open to public inspection only after award of the contract.
- 19.2.4. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 19.2.5. Trade secrets or proprietary information submitted by an Offeror or contractor in connection with a procurement transaction shall not be subject to the Virginia Freedom of Information Act; however, the offeror or contractor shall
 - 19.2.5.1. invoke the protections of this section prior to or upon submission of the data or other materials,
 - 19.2.5.2. identify the data or other materials to be protected, and
 - 19.2.5.3. state the reasons why protection is necessary.
 - 19.2.5.4. Offeror may not invoke this protection on the entire Proposal – only on those sections or data which are considered trade secrets or proprietary.

20. ETHICS IN PUBLIC CONTRACTING

- 20.1. 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.

21. FORUM SELECTION

- 21.1. 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.

22. PROMPT PAYMENT ACT

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

23. REJECTION OF RFPS

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

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

24. COSTS FOR PROPOSAL PREPARATION

24.1. Any costs incurred by offerors in preparing or submitting RFPS 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 Proposals.

25. APPROPRIATIONS

25.1. 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.

26. ADDITIONAL FEDERAL GRANT PROVISIONS

26.1. The following provisions apply to a contract made under a federal grant: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

27. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

27.1. Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an 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).

27.2. Any 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 Offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.

28. ANTITRUST

28.1. 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.

29. QUALIFICATIONS OF OFFERORS

29.1. The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the

Offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities.

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

30. CANCELLATION OF THE CONTRACT

- 30.1. 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.

31. AVAILABILITY OF FUNDS

- 31.1. 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.

32. SELECTION PROCESS/AWARD

- 32.1. 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 offerors.

33. SAFETY AND OSHA STANDARDS

- 33.1. 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.

34. CONTRACT TERM

- 34.1. 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 Proposals.
- 34.2. 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.
- 34.3. Part of the consideration will be the capability of the Offeror to immediately begin work and meet the proposed timetable above.

34.4. The City reserves the right to negotiate the Agreement, to include any portion or portions of the services covered by this Request for Proposals, and to reject any and all RFPs in total or by components.

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

35. SEVERABILITY

35.1. Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

36. COMPENSATION AND RECORD KEEPING

36.1. 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 "unit price" 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.

37. PAYMENT

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

38. PERFORMANCE AND PAYMENT BONDS

38.1. Successful contractor agrees to provide a performance bond and a payment bond for any contract signed which exceeds \$500,000.

39. SOLICITATION ADDENDA

39.1. Prior to submitting their Proposal, it is the Offeror's responsibility to check the City web-site and/or eVA for any addenda associated with this Request for Proposals.

40. INSURANCE REQUIREMENTS

40.1. Insurance shall be in amounts not less than \$2,000,000, \$1,000,000, and \$1,000,000 respectively or such other insurance as is satisfactory and may be approved by the City. Insurance shall be written by companies licensed to do business in the Commonwealth of Virginia and shall list the City of Staunton as an additional insured.

41. CONTRACT TERMINATION

41.1. 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.

42. DEBARMENT STATUS

42.1. By submitting their proposals, all offerors certify that they are not currently debarred from submitting 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 RFPs on contracts by any public body of the Commonwealth of Virginia.

43. CONTRACTOR UNDERSTANDING

43.1. 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.

44. SUBCONTRACTS

44.1. No portion of the work shall be subcontracted without prior written consent of the City of Staunton, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the City the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall ensure compliance with all the requirements of the contract.

45. DRUG-FREE WORKPLACE

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

- 45.1.1. provide a drug-free workplace for the contractor's employees;
- 45.1.2. 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;
- 45.1.3. 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
- 45.1.4. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

46. NON-DISCRIMINATION

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

- 46.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 the applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 46.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 46.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 46.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

47. SMALL & MINORITY BUSINESS & FAITH-BASED ORGANIZATIONS

- 47.1. The City does not discriminate against small and minority businesses or faith-based organizations.

48. PERMITS AND LICENSES

- 48.1. Any required City permits must be obtained by the contractor at the contractor's sole expense. 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.

49. COOPERATIVE PROCUREMENT

- 49.1. 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.

50. IMMIGRATION REFORM AND CONTROL ACT OF 1986

- 50.1. 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)

51. CERTIFICATION OF INTEREST & RELATIONSHIPS

- 51.1. 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 (**Attachment A**) and submit the certification contemporaneously with the executed Contract.

52. PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION (VA Code § 2.2-4311.3)

- 52.1. For the purposes of this section, "forced or indentured child labor" means all work or service

Procurement Guidelines

- 52.1.1. exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or
- 52.1.2. performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.
- 52.2. A public body that enters into a public contract for goods or services that exceeds \$10,000 shall include in such a public contract provisions
 - 52.2.1. prohibiting the use of forced or indentured child labor in the performance of the contract and
 - 52.2.2. requiring that the contractor include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor

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

VA Department of Social Services
Office of Background Investigations – Search Unit
5600 Cox Road, 2nd Floor
Glen Allen, VA 23060

Central Registry Release of Information Form

Search Fee \$10.00

INSTRUCTIONS

Purpose: The Virginia Child Abuse and Neglect Central Registry is mandated by the Virginia Child Protective Law and contains the names of individuals identified as an abuser or neglector in founded child abuse and/or neglect investigations conducted in the state of Virginia. The findings are made by Child Protective Services staff in local departments of social services and are maintained by the Virginia Department of Social Services. Legal mandates for the Virginia Department of Social Services to provide a Central Registry and a mechanism for conducting searches of the registry are found in § 63.2-1515 of the Code Virginia.

**Read all instructions before completing the form:
(Incomplete forms will be returned) THE NOTARY REQUIREMENT HAS BEEN
REMOVED AND IS NO LONGER NEEDED.**

Answer all questions completely and accurately by printing clearly in black ink or typing your answers. Failure to complete the form or to print legibly will result in a failed submission. The Office of Background Investigations will not accept request forms that appear to have been altered in any manner. Forms that contain strike outs, correction tape or white-out will result in a failed submission. All failed submissions will be returned to the requester.

- The applicants **current** legal first, middle and last name should be entered on the form; all these fields are mandatory.
- If a middle name is an initial, indicate in writing "initial only" otherwise, enter a full middle name given at birth. If there is no middle name, enter NMN. Middle name is a mandatory field.
- Maiden name is required and for all is the last name at birth.
- For "other names used" list all other names used, (ie. previous married names, nick name or any legal name or gender change - provide explanation on a separate sheet of paper and attach to your search request submission). Circle the appropriate title description in this space on the form.
- If the applicant has been married, divorced and/or widowed more than once, all spouse information should be entered.
- Date of Birth (DOB) is a mandatory field for applicant, spouse, children.
- If the answer to any question is none, write "N/A".
- Sign the Central Registry Release of Information Form. Only original signatures will be accepted on the request form. No copies of the form will be accepted.
- A \$10.00 fee is required for each search. Payment must accompany search forms. Only money orders, company/business checks, or cashier checks will be accepted. (If multiple requests are mailed together, one payment may be made for the total. All money orders, company/business checks, or cashier checks should be made payable to: Virginia Department of Social Services. Personal checks and cash will not be accepted. A \$50 fee will be charged by OBI for all returned checks.)
- OBI no longer issues or accepts billed account codes for the purpose of billing. Payment is required with every search form unless your agency/facility or program meets an exception as defined in the Code of Va. No out of state submissions are exempt from payment.
- Page 2 contains additional space for spouse and/or children. Utilize this space if needed.
- Search results are not transferable and are not considered official beyond the requesting agency or individual.

MAIL THE COMPLETED, SIGNED SEARCH REQUEST FORM AND PAYMENT TO:

Virginia Department of Social Services
Office of Background Investigations, 2nd Floor
5600 Cox Road
Glen Allen, VA 23060

If you have questions about the Office of Background Investigations, Central Registry Search Unit please submit an email to crs_operations@dss.virginia.gov.

032-02-0151-12-eng (11/22)

VA Department of Social Services
Office of Background Investigations
5600 Cox Road, 2nd Floor
Glen Allen, VA 23060

Central Registry Release of Information Form

Search Fee \$10.00

REQUIRED: Purpose of Search	☐ Adam Walsh Law	☐ Adoptive Parent	☐ Babysitter/Family Day Care
☐ CASA	☐ Children's Residential Facility	☐ Custody Evaluation	☐ Day Care Center
☐ Institutional Employee	☐ Other Employment	☐ School Personnel	☐ Volunteer

MAIL SEARCH RESULTS TO: Agency, Individual or Authorized Agent Requesting Search

Name	Account Code/FIPS Code
Address	Use only an E, U, B, or T CODE:
City State Zip	
Contact Name Tel.# Ext	
REQUIRED: Contact E-Mail	Mandatory if agency code has been assigned

PART I: DETAILS OF INDIVIDUAL WHOSE NAME MUST BE SEARCHED

*Legal Last Name:	*Legal First Name:	*Middle Name At Birth: (If middle name is an initial, indicate "Initial Only" below)	
*Maiden Name: (Last name at birth)	*Gender: If other, write in OTHER	*Date of Birth (MM/DD/YYYY)	Race:
	☐ Male ☐ Female		
Driver's License Number or ID #:	*Social Security Number:	Other name: previous married name/nickname/name change (refer to instruction page)	
*Current Address: (Include house # and street name, Apt # if applicable)	*City:	*State:	*Zip Code:

***Applicant's Prior Addresses: All Addresses**

*(Include house # and street name, Apt # if applicable)	*City	*State	*Zip	*Start Date (MM/YY)	*End Date (MM/YY)

Marital Status ☐ Single ☐ Married ☐ Divorced ☐ Widowed ☐ Partner

List current spouse or partner. If divorced or widowed, list all previous spouses. If never married, write 'N/A'.

*Legal Last Name:	*Legal First Name:	*Middle Name (given at birth)	*Maiden Name: (Last name at birth)	Race:	*Gender: If other, write in OTHER	*Date of Birth: (MM/DD/YYYY)
					☐ Male ☐ Female	
					☐ Male ☐ Female	
					☐ Male ☐ Female	

List all of your children. If you have none, write 'N/A'. Include all adult children, step and foster children not living with you.

*Legal Last Name:	*Legal First Name:	*Middle Name: (given at birth)	*Relationship:	*Gender: If other, write in OTHER Sex	*Date of Birth: (MM/DD/YYYY)
				☐ Male ☐ Female	
				☐ Male ☐ Female	
				☐ Male ☐ Female	



VA Department of Social Services
Office of Background Investigations – Search Unit
5600 Cox Road, 2nd Floor
Glen Allen, VA 23060

**Page 2, Central Registry Release of Information
Form**

Add additional spouse/children here:

*Legal Last Name:	*Legal First Name:	*Middle Name: (given at birth)	*Maiden Name: (If listing additional Spouse)	*Relationship:	*DOB: (mm/dd/yyyy)
--------------------------	---------------------------	---	---	-----------------------	-------------------------------

**PART II: CERTIFICATION AND CONSENT FOR RELEASE OF INFORMATION
REQUIRED**

I hereby certify that the information contained on this form is true, correct and complete to the best of my knowledge. Pursuant to Section 2.2-3806 of the Code of Virginia, I authorize the release of personal information regarding me which has been maintained by either the Virginia Department of Social Services or any local department of social services which is related to any disposition of founded child abuse/neglect in which I am identified as responsible for such abuse/neglect.

Signature of person whose
name is being searched

Date:

Parent or Guardian signature
(Required for minor children under the age of 18)

Date: