



REQUEST FOR QUALIFICATIONS

CITY OF ROANOKE, VIRGINIA

DATE: July 21, 2016

Qualifications are hereby solicited for:

SMALL CONTRACT FOR PROFESSIONAL SERVICES 2016-2018 RFQ NO. 17-01-01

SECTION 1. INTRODUCTION.

The City of Roanoke is requesting qualifications from Offerors interested in providing small scope professional architectural and/or engineering services (professional services) to the City. These services will be procured in accordance with Section 5.1A, Small Purchases, as revised October 5, 2015, of the City's Procurement Manual, attached hereto as Exhibit A.

The City of Roanoke undertakes many small scale projects that require outside professional services. Offerors interested in providing these services to the City are encouraged to submit their qualifications under this Request for Qualifications (RFQ). All qualified Offerors will be included in a professional services candidate listing which will be used by the City of Roanoke to select Offerors to provide professional services on small scale projects. Separate contracts or service contracts will be provided for each specific project and each such contract will not exceed a total of \$60,000 in value. Offerors will be considered on a random rotating basis.

The City intends, and reserves the right, to select multiple Offerors and award multiple contracts and/or service contracts to successful Offerors to provide professional services for the following:

Group I – Buildings; Group II – General Civil/Transportation; Group III – Miscellaneous. Offerors may submit their qualifications for professional services for any single or combination of the individual groups listed above and for the disciplines listed under each group heading. The selected Offerors must demonstrate recent experience in the disciplines for which they submit qualifications.

SECTION 2. GROUPS OF WORK FOR WHICH QUALIFICATIONS MAY BE SUBMITTED.

The following is a list of the groups and disciplines for which Offerors may submit qualifications for architectural and/or engineering professional services.

Group I – Buildings	Group II – General Civil / Transportation
<ul style="list-style-type: none"> • Architectural • Mechanical • Structural • Electrical • Site Development • Value Engineering • Cost Estimating • HVAC 	<ul style="list-style-type: none"> • Storm Drain Design & Analysis • Flood Plain Study & Analysis • Bridge Analysis & Design • Landscape Architecture • Hydraulic Modeling • Dam Safety • Roadway Design • General Traffic Engineering Design • Traffic Operational Analysis • Traffic Signal Design
Group III – Miscellaneous	
<ul style="list-style-type: none"> • Surveying • Geotechnical (to include Engineering and Material Testing Services) 	

SECTION 3. INSTRUCTIONS TO OFFERORS.

- A. Offerors submitting qualifications are not required to offer all disciplines within the stated groups. Offerors are requested to complete Exhibit B (Qualifications Summary) which summarizes the services offered. **Offerors are requested to make Exhibit B the first page of their qualification statement response.**
- B. The Offeror's submittal should be no more than thirty (30) sheets (printing on front and back is acceptable) in length and should include the following: Each Offeror shall provide a completed Architect – Engineer and Related Services Questionnaire Standard Form 330 (available through <http://www.gsa.gov/portal/forms/type/TOP>), which Offeror shall obtain and which shall have current information. Such forms shall identify the personnel available for assignment, and a list of representative projects, similar to those checked by Offeror from the above Groups, that have been undertaken in the last five years.
- C. **Offerors may submit qualifications for any single or combination of the individual disciplines listed. Only one (1) submittal is necessary, however, each discipline being offered shall be indicated on the Qualifications Summary, attached and marked as Exhibit B.**
- D. One original and one (1) copy of the qualifications submittal shall be submitted in a sealed envelope to Purchasing Division, 215 Church Avenue, S.W., Room 202, Roanoke, Virginia 24011. To be included in the initial list of qualified Offerors, an Offeror's sealed qualifications submittal should be filed with the Purchasing Division on or before 2:00 p.m. local time on **Monday, August 15, 2016**. However, submittals received after that date and time will also be considered for adding to the list of qualified Offerors when such list is updated. Offerors may supplement their submittals at any time to show current information.

All submittals or supplemental submittals shall be signed and dated by an authorized representative of the Offeror and state that such information is true and correct.

- E. Responses shall be marked as follows:

**SMALL CONTRACT FOR PROFESSIONAL SERVICES 2016-2018
CITY OF ROANOKE, VIRGINIA
RFQ NO. 17-01-01**

- F. Each Offeror is to state whether or not any of Offeror's owners, officers, employees, or agents, or their immediate family members, is currently, or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please state the complete name and address of each such person and their connection to the City of Roanoke. Each Offeror is advised that the Ethics in Public Contracting and Conflict of Interests Act of the Virginia Code, as set forth below, apply to this RFQ.
- G. The City may request additional information, clarification, or presentations from any of the Offerors after review of the responses received.
- H. The City is not liable for any costs incurred by any Offeror in connection with this RFQ or any response by any Offeror to this RFQ. The expenses incurred by an Offeror in the preparation, submission, and presentation of the response are the sole responsibility of the Offeror and may not be charged to the City.
- I. Ownership of Material - Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the RFQ shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Offeror must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the response.
- J. The City may make investigations to determine the ability of the Offeror to perform or supply the services and/or items as described in this RFQ. The City reserves the right to reject any response and/or not select any Offeror if the Offeror fails to satisfy the City that it is qualified to carry out the obligations of the anticipated work or contract.
- K. Ethics in Public Contracting. The provisions, requirements, and prohibitions contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this RFQ.

- L. Conflict of Interests Act. The provisions, requirements, and prohibitions contained in Sections 2.2-3100 et seq., of the Virginia Code are applicable to this RFQ.
- M. The procurement provisions of the Code of the City of Roanoke (1979), amended, Sections 23.2-1 et seq., as well as the City Procurement Manual, apply to this RFQ, unless specifically modified herein. The City's Procurement Manual can be reviewed at the City Purchasing office or online.
- N. If an Offeror is deemed not responsible in a particular discipline, the Offeror will be notified in accordance with Section 2.2-4359, Code of Virginia 1950, as amended.
- O. All inquiries and questions should be addressed to Monica Cole, Senior Buyer, Purchasing Division, 215 Church Avenue, S.W., Room 202, Roanoke, Virginia 24011, telephone (540) 853-2871. An Offeror must promptly notify the City of any ambiguity, inconsistency, or error which may be discovered upon its examination of this RFQ.
- P. The list of qualified Offerors developed from the responses the City receives to this RFQ is anticipated to be used for a period of **two (2) years** after the date the first list is developed. However, the City reserves the right to terminate such list or the use of such list at any time and without notice to anyone on the list or otherwise.
- Q. The development and use of the list of qualified offerors for small contracts for professional services from this RFQ is a nonexclusive method of selecting Offerors. The City may obtain such professional services for small projects by other appropriate methods and through entities not on the list, in the sole discretion of the City.
- R. Each Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires that an offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its proposal the Identification Number issued to such Offeror by the Virginia State Corporation Commission (SCC). Furthermore, any Offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. **Each Offeror should complete Exhibit D (Statement Regarding Compliance with Virginia Code Section 2.2-4311.2) attached hereto, which relates to this matter and submit such Statement with its proposal.**
- S. Each Offeror is required to state if it has ever been debarred, fined, had a contract terminated, or found not to be a responsible bidder or Offeror by any federal, state, or local government, and/or private entity. If so, please give the details of each such matter and include this information with the proposal response.

SECTION 4. SELECTION PROCESS.

- A. The following selection criteria will be used in placing Offerors on the City's list of qualified selected Offerors. All Offerors are encouraged to address fully the selection criteria listed below in order to put forward their strongest professional reasons for selection:
 - 1. Experience and technical competence of the individual or firm and its personnel to

complete typical tasks in the disciplines such Offeror has checked on the Qualifications Summary with quality work and the ability to complete such work in a timely manner;

2. Stability, experience, and continuity of the firm's personnel and management structure and the number of years providing the type of services being offered to the City; and
3. The availability of Offeror to do the requested work.

The City reserves the right to reject any Offeror that does not meet the above criteria, and any such Offeror shall be notified of such rejection in writing.

- B. The City reserves the right, and intends to select various Offerors and award non-exclusive contracts or service contracts on a project by project basis from those Offerors on the qualified vendor list developed from this RFQ. The selection process for Offerors for a project will be substantially as set forth in Exhibit A.

SECTION 5. PROTEST.

Any Offeror who wishes to protest or object to any award made or other decisions pursuant to this RFP may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section. Any such protest or objection must be in writing signed by a representative of the entity making the protest or objection and contain the information required by the applicable Code Sections set forth above. Such writing must be delivered to the City Purchasing Manager within the required time period.

SECTION 6. TERMS AND CONDITIONS APPLICABLE TO THIS RFQ AND ANY RESULTANT CONTRACTS AND SERVICE CONTRACTS.

- A. Offerors are advised that for any resultant contract or service contract issued to such Offeror for a small scale project pursuant to this RFQ, and if Offeror undertakes such work, then such Offeror is deemed to agree and does hereby agree to comply with all the terms and conditions of this RFQ, together with the terms and conditions of the contract or service contract. Offerors are further advised that the City does not accept and hereby rejects any additional and/or inconsistent terms and conditions that may be offered or submitted by Offeror. (Note: Offerors or selected Offeror may also sometimes be referred to as "Consultant" and the resultant contract or service contract may also sometimes be referred to as "this Contract" or "the Contract.")
- B. The following are terms and conditions that apply to any work and/or services any Offeror provides to the City:
 1. It is the policy of the City of Roanoke to maximize participation by minority, small, women, and service disabled veteran owned businesses in all aspects of City contracting opportunities and the selected Offeror will make good faith efforts to do so.

2. Selected Offeror agrees to and shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. Selected Offeror further agrees that such Offeror does not, and shall not during the performance of this RFQ, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
3. Providers of any outside services to the selected Offeror shall be subject to the same conditions and requirements as the selected Offeror in regards to laws, codes, and regulations compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.
4. Each selected Offeror shall perform a complete job to meet the needs of the City in resolving the situation addressed by the project assigned to the selected Offeror and to make full use of all available information.
5. The resultant contract or service contract will provide for a fee based on a negotiated lump sum amount or on an hourly rate basis, but the total of any such amount shall not exceed \$60,000 without the prior written consent of the City. Written authority shall only be given for a change in scope and shall not be available for a cost overrun in performing the identified tasks. Costs shall incorporate benefits, overhead and profit, and anticipated reimbursable expenses. Payment for such services shall be made once the project has been completed and approved by the City, unless otherwise stated in the Contract.
6. The City and Consultant agree that the City shall only pay the Consultant for work actually completed and accepted by the City up to the contract amount. The Consultant shall submit a request for payment not more than once each month. The payment requested shall be based on fixed man-hour labor rates and reasonable reimbursable expenses as submitted by Consultant and approved by the City. The City shall have the final decision with respect to the quantity of work performed on the Project. A written progress report detailing work completed, identified problems, and remaining work shall accompany each request for payment, if requested by the City.
7. Personnel proposed for the subject work shall not be reassigned without notice to the City and the prior written consent by the City, such consent not to be unreasonably withheld.
8. Work will commence on the project only after a written Notice to Proceed has been issued by the responsible City project manager.
9. By providing a qualifications submittal to this RFQ, each Offeror agrees and acknowledges that there is no guarantee from the City that such Offeror will be awarded any contract or work from the City and may not receive any such contract or work. Each Offeror further agrees that such Offeror will be solely responsible for all costs and expenses it incurs in providing any and all responses to this RFQ.
10. It is agreed by the selected Offeror that one (1) reproducible copy each of the drawings, tracings, construction plans, specifications, maps, and other documents

(including electronic data) prepared or obtained under the terms of the Contract shall be delivered to and become the property of the City and basic survey notes and sketches, charts, computations, and other data shall be made available, upon request, to the City without restriction or limitation on their use at no additional cost to the City.

11. Each party binds itself, its principals, successors, executors, administrators, and assigns to perform all covenants and provisions of the Contract. Except as above noted, neither the City nor the selected Offeror shall assign or transfer its interest in the Contract without the written consent of the other Party hereto, which consent shall not be withheld unreasonably. If consent to assign is given, no such assignment shall in any way release or relieve the Contractor from any of the covenants or undertakings contained in this Contract and the Contractor shall remain liable for the Contract during the entire term thereof.
12. The term of the Contract will be completed upon final approval and acceptance of the completed Project by the City and any participating agencies. However, nothing contained herein shall be construed to establish a period of limitation with respect to any obligation which such Offeror might have under the Contract or the law of Virginia, including liability for errors and omissions.
13. Selected Offeror agrees that the work and services (which shall include, but not be limited to, all plans, drawings, and specifications) selected Offeror provides for the City pursuant to the Contract will comply with all applicable federal, state, and local laws, codes, and regulations. Furthermore, selected Offeror shall, in a timely manner, inform in writing the City, during the term of the Contract and until completion of the selected Offeror's services, about changes or modifications of all such laws, codes, or regulations that may affect or require modification or changes to any part of the Project so that the City will be able to determine if changes or modifications should be made to the Project before completion.
14. The selected Offeror agrees that the City, and any approving Federal or State Agency or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the selected Offeror which are pertinent to this Project for the purpose of making an audit, examinations, excerpts, copies, or transcriptions.
15. The selected Offeror, and any subcontractors, shall, at its sole expense, obtain and maintain during the life of the Contract the insurance policies and bonds required by this Section. Any required insurance policies and bonds shall be effective prior to the beginning of any work or other performance by the selected Offeror or its subcontractors under the Contract. All such insurance shall be primary and noncontributory to any insurance or self-insurance the City may have. The following policies and coverage is required:
 - a. Commercial General Liability. Commercial General Liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the selected Offeror's performance under the Contract. The minimum limits of liability for this coverage shall be \$1,000,000 combined single limit for any one occurrence.

- b. Contractual Liability. Broad form Contractual Liability insurance shall include the indemnification obligation set forth in the Contract.
- c. Workers' Compensation. Workers' Compensation insurance covering selected Offeror's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under the Contract. Minimum limits of liability for Employer's Liability shall be \$100,000 bodily injury by accident each occurrence; \$500,000 bodily injury by disease (policy limit); and \$100,000 bodily injury by disease (each employee). With respect to Workers' Compensation coverage, the selected Offeror's insurance company shall waive rights of subrogation against the City, its officers, employees, agents, volunteers and representatives.
- d. Automobile Liability. The minimum limit of liability for Automobile Liability Insurance shall be \$1,000,000 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under the Contract.
- e. Professional Liability: Minimum limits of insurance coverage for Professional Liability shall be \$1,000,000 per claim and \$1,000,000 policy aggregate.
- f. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1), (2), (3), and (4) of this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1), (2), (3), and (4), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the selected Offeror to the City.
- g. Evidence of Insurance. All insurance, with the exception of Professional Liability Insurance, shall be written on an occurrence basis. Professional Liability Insurance may be written on a claims-made basis. In addition, the following requirements shall be met:
 - i) Selected Offeror shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles.
 - ii) The Consultant shall notify the City in writing within five (5) calendar days if any of the insurance coverages or policies are cancelled or materially altered and Consultant shall immediately replace such policies and provide documentation of such to the City.
 - iii) The required insurance policies and coverages, excluding those for Workers Compensation and Professional Liability, shall name the City of Roanoke, its officers, agents, volunteers and employees as additional insureds, and the certificate of insurance shall show if the policies provide such coverage. Additional insured and waiver

endorsements shall be received by Roanoke Risk Management from the insurer within 30 days of the beginning of this contract. The City's Risk Manager may approve other documentation of such insurance coverages.

- iv) Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
 - v) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be withheld unreasonably. Any insurance company providing coverage under the Contract shall be authorized to do business in the Commonwealth of Virginia.
16. Each selected Offeror agrees to and shall indemnify and hold harmless the City and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, cost, and expenses, including reasonable attorney's fees, resulting from or arising out of selected Offeror's or its agents, subcontractors and/or subconsultants negligent activities or omissions on or near any of the City's property or easements involved in this Project or arising out of or resulting from selected Offeror's negligence in providing any of the services under the Contract, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
17. While on City's property and in its performance of the Contract, selected Offeror or its agents, subcontractors and/or subconsultants shall not transport, dispose of, or release any hazardous substance, material, or waste, except as necessary in performance of its work under the Contract and selected Offeror shall comply with all federal, state, and local laws, rules, regulations, and ordinances controlling air, water, noise, solid wastes, and other pollution, and relating to the storage, transport, release, or disposal of hazardous materials, substances, or waste. Regardless of the City's acquiescence, selected Offeror agrees to and shall indemnify and hold City, its officers, agents, volunteers, and employees harmless from all costs, damages, liabilities, fines, or penalties, including attorney's fees, resulting from violation of this paragraph and agrees to reimburse City for all costs and expenses incurred by City in eliminating or remedying such violations. Selected Offeror also agrees to reimburse City and hold City, its officers, agents, volunteers, and employees harmless from any and all costs, damages, expenses, attorney's fees and all penalties or civil judgments obtained against any of them as a result of selected Offeror's or its agents, subcontractors and/or subconsultants use or release of any hazardous material, substance, or waste onto the ground or otherwise, or into the water or air from or upon or near City's property or easements.
18. The City, at any time, may order selected Offeror to immediately stop work on the Contract, and/or by seven days written notice may terminate the Contract, with or without cause, in whole or in part, at any time. Upon receipt of such notice, the selected Offeror shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to the City all data (including electronic data), drawings, specifications, reports, project deliverables, estimates, summaries, and such other information and materials as may have been accumulated by the selected

Offeror in performing the Contract whether completed or in process (unless otherwise directed by the notice).

- A. If the termination or stop work order is due to the failure of the selected Offeror to fulfill any of its Contract obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the selected Offeror shall be liable to the City for any damages allowed by law, and upon demand of City shall promptly pay the same to City.
 - B. Should the Contract be terminated or work is stopped not due in any way to the fault of the selected Offeror, the selected Offeror shall only be entitled to compensation for services actually performed and materials actually supplied prior to notice of termination or to stop work and which are approved by the City and any applicable federal or state approving agency. No profit, overhead, or any other costs of any type are allowed after the date of such notice of termination or stop work order.
 - C. The rights and remedies of the City provided in this Section are in addition to any other rights and remedies provided by law or under the Contract and City may pursue any and all such rights and remedies against selected Offeror as it deems appropriate.
19. If the documents called for by the Contract are completed in accordance with criteria and/or decisions made by the City and such documents are substantially changed or revised, for any reason other than the fault of the selected Offeror in preparing same, then the selected Offeror shall be entitled to compensation as mutually agreed upon between the City and selected Offeror for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the parties. The fee for the changes shall be due and payable when the revisions are approved by the City. If agreement cannot be reached between the parties for rendering such services, then the City can terminate the Contract without any liability of any type for any damages or compensation to the selected Offeror, and the City will owe nothing further to the selected Offeror. However, if such changes or revisions are due in any way to the fault of the selected Offeror, the City can require the selected Offeror to perform the services required under the Contract and make such changes and revisions without any additional charges by the selected Offeror and pursue such other remedies available to the City under the Contract or by law, or any combination of such remedies as the City deems appropriate.
20. The Contract shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, without application of Virginia's conflict of law provisions. Venue and any actions for any litigation, suits, and claims arising from or connected with the Contract shall only be proper in the Roanoke City Circuit Court, or in the Roanoke City General District Court if the amount in controversy is within the jurisdictional limit of such court, and all parties to the Contract voluntarily submit themselves to the jurisdiction and venue of such courts, regardless of the actual location of such parties
21. Selected Offeror agrees that no payment, final or otherwise, nor partial or entire use, occupancy, or acceptance of the Project by the City shall be an acceptance of any professional services not in accordance with the Contract, nor shall the same relieve the selected Offeror of any responsibility for any errors or omissions in connection with the Project or operate to release the selected Offeror from any obligation under the Contract.

22. The selected Offeror shall be fully responsible to the City for all acts and omissions of all succeeding tiers of subcontractors, agents, and subconsultants performing or furnishing any of the work just as the selected Offeror is responsible for its own acts and omissions.
23. During the performance of the Contract, the selected Offeror agrees as follows:
 - A. The selected Offeror will not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the selected Offeror. The selected Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The selected Offeror, in all solicitations or advertisements for employees placed by or on behalf of the selected Offeror, will state that such selected Offeror is an equal employment 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. The selected Offeror will include the provisions of the foregoing Subsections (A, B, and C) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
24. Selected Offeror agrees that the City's waiver or failure to enforce or require performance of any term or condition of the Contract or the City's waiver of any particular breach of the Contract by the selected Offeror extends to that instance only. Such waiver or failure is not and shall not be a waiver of any of the terms or conditions of the Contract or a waiver of any other breaches of the Contract by the selected Offeror and does not bar the City from requiring the selected Offeror to comply with all the terms and conditions of the Contract and does not bar the City from asserting any and all rights and/or remedies it has or might have against the selected Offeror under the Contract or by law.
25. If any provision of the Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be affected and all other terms and conditions of the Contract shall be valid and enforceable to the fullest extent permitted by law.
26. A. During the performance of the Contract, the selected Offeror agrees to (i) provide a drug-free workplace for the selected Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the selected Offerors workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees

placed by or on behalf of the selected Offeror that the selected Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

27. Pursuant to Virginia Code Section 2.2 - 4343.1, be advised that the City of Roanoke does not discriminate against faith-based organizations.
28. The selected Offeror agrees that selected Offeror will comply with the requirements of Section 2.2-4354 of the Va. Code regarding selected Offeror's payment to other entities and that selected Offeror will take one of the two actions permitted therein within seven (7) days after receipt of amounts paid to selected Offeror by the City. The selected Offeror agrees that selected Offeror shall indemnify and hold the City harmless for any lawful claims resulting from failure of the selected Offeror to make prompt payments to all persons supplying him equipment, labor, tools, or material in prosecution and completion of the Work provided for in the Contract. In the event of such claims, the City may, after providing written notice to the selected Offeror, withhold from any progress and/or final payment the unpaid sum of money deemed sufficient to pay all lawful claims and associated costs in connection with the Contract.
29. Contractual claims, whether for money or for other relief, shall be submitted, in writing, no later than sixty (60) days after final payment; however, written notice of the selected Offeror's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Such notice is a condition precedent to the assertion of any such claim by the selected Offeror. A written decision upon any such claims will be made by the City Manager or his designee (hereafter City Manager) within thirty (30) days after submittal of the claim and any practically available additional supporting evidence required by the City Manager. The selected Offeror may not institute legal action prior to receipt of the City's decision on the claim unless the City Manager fails to render such decision within 120 days from submittal of its claim. The decision of the City Manager shall be final and conclusive unless the selected Offeror within six (6) months of the date of the final decision on a claim or from expiration of the 120 day time limit, whichever occurs first, initiates legal action as provided in Section 2.2-4364, of the Va. Code. Failure of the City to render a decision within said 120 days shall not result in the selected Offeror being awarded the relief claimed nor shall it result in any other relief or penalty. The sole result of the City's failure to render a decision within said 120 days shall be selected Offeror's right to immediately institute legal action. No administrative appeals procedure pursuant to Section 2.2-4365, of the Va. Code, has been established for contractual claims under the Contract.
30. Selected Offeror(s) shall comply with the provisions of Virginia Code Section 2.2-4311.2, as amended, which provides that an Offeror organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to

EXHIBIT A
TO
RFQ 17-01-01

**REVISION NO. 4 TO THE CITY OF ROANOKE
PROCUREMENT MANUAL
DATED AUGUST 1, 2008 (FIRST REVISION)**

The current City of Roanoke Procurement Manual dated August 1, 2008 – First Revision (hereafter Procurement Manual) provides in Chapter 5 of such Procurement Manual for procedures for Small Purchases.

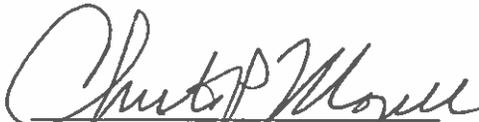
The City Purchasing Manager and other City Staff have recommended to the City Manager that Chapter 5 of the City Procurement Manual be revised to increase the procurement thresholds to the maximum dollar amount allowed by the Virginia Public Procurement Act. The revisions are as follows: single quote threshold for the purchase of goods and non-professional services increases from \$2,500 to \$5,000, small letter RFP for professional services contracts increases from \$50,000 to \$60,000, unsealed bidding and unsealed proposals for goods increases from \$10,000 to \$100,000, and unsealed proposals for other than professional services increases from \$50,000 to \$100,000. Additionally, the City's use of pre-qualified vendor lists for professional and other than professional services contracts increases from \$50,000 to \$60,000, and the selection of a single vendor from the pre-qualified vendor list increases from \$15,000 to \$20,000.

This Revision No. 4 hereby revises Chapter 5 of the City Procurement Manual, Small Purchases (including any previous revisions), to the procedures outlined in the attached document. Accordingly, references in the Procurement Manual to Small Purchases as well as any flowcharts or other documents in the Procurement Manual regarding such Small Purchases are hereby deemed to be revised.

The effective date of this Revision No. 4 shall be October 5, 2015.

This Revision No. 4 to the Procurement Manual is being done under the authority of Chapter 23.2, Procurement, of the Code of the City of Roanoke, Virginia, and applies to procurements initiated on or after October 5, 2015.

APPROVED:


Christopher P. Morrill, City Manager

October 5, 2015

5 SMALL PURCHASES

Revised October 5, 2015

5.0 General.

The VPPA permits a public body to establish small purchase procedures, if adopted in writing, not requiring the use of competitive sealed bidding or competitive negotiation for single or term contracts for professional services if the aggregate or sum of all phases is not expected to exceed \$60,000 and for goods and services other than professional services if the aggregate or sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable {§2.2-4303 (G) and (H), VPPA}. The following small purchase procedures have been established by Purchasing Division for use by City departments when acquiring professional services not over \$60,000 or goods and services other than professional services not over \$100,000. Procurements made pursuant to these procedures may not require public openings of bids/proposals or newspaper advertising.

5.1A(1) Obtaining/Using a Prequalified Vendor List (for Professional Services \$60,000 or less).

If the aggregate or sum of all phases of work is not expected to exceed \$60,000, the following procedure may be used by the department, with prior written approval of the Purchasing Manager, to establish a prequalified vendor list for professional services:

- a. Advertise/post notice at least once every two years requesting prequalifications from vendors interested in providing professional services to the department on small projects where the fee will be \$60,000 or less.
- b. The Request for Prequalifications (RFPQ) should be similar to an RFP which lists information desired, the general types of work to be procured using these procedures, etc.
- c. Require vendors' responses to RFPQ documenting their qualifications for the type of small projects for which they seek to be considered. Statements of prequalifications (RFPQ responses) shall be accepted at any time to allow new vendors to be considered for work and to allow vendors to update their prequalification forms to show current information. **All RFPQ responses shall be submitted to the Purchasing Division.**
- d. Departments using this procedure shall sort RFPQ responses/interest packages, establish a listing of responding vendors by qualification or

discipline/capability, and file RFPQ responses by category for use in selecting vendors for interview. A copy of the list, including updates, shall be sent to the Purchasing Division on at least a quarterly basis.

The department head shall designate, in writing, the person, persons or committee authorized to make the selections for professional services. Such persons shall be knowledgeable of the procedures for procurement of professional services conforming to this **Manual** and the VPPA.

When the department desires to select a vendor for professional services using these procedures, the department shall:

- a. If the total cost will be \$20,000 or less, this 'small purchase' procedure will allow the department to select and interview one prequalified vendor from the list on a rotating basis. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that vendor. Otherwise, negotiations with that vendor shall be formally terminated and negotiations conducted with the next vendor on the list, and so on until a satisfactory contract can be negotiated at a fair and reasonable price.
- b. If the total cost will be greater than \$20,000 and not more than \$60,000, the department shall select at random not less than three vendors from the list for interviews. The random selection will prevent the same vendors from competing against each other repeatedly. A vendor who has been selected for a project may not be solicited for interview again until all vendors on the list have had an opportunity for an interview. If three vendors are not available from the qualified list, contact Purchasing for recommendations. Most vendors that employ a licensed professional in the applicable discipline(s) will be qualified to provide the service. Therefore, the department must establish selection criteria to select a vendor who is best suited for the work.
- c. Conduct telephone or personal interviews with vendor representatives to determine current personnel qualifications, location relative to the work, expertise, workload, capability to meet the proposed schedule, past performance on similar projects and ability to provide the service within budgeted costs.
- d. Rank the order of vendors and negotiate fee for service using competitive negotiation procedures. Forward all documentation to Purchasing, and maintain a copy for the department files. The Department will make a recommendation for award to the City Manager or the Purchasing Manager.
- e. A report listing all vendors selected and any resulting awards for each project shall be sent to the Purchasing Division on at least a quarterly basis.

If a department chooses not to use a qualified vendor list they must contact the Purchasing Division for issuance of an RFP.

5.1A(2) Obtaining/Using a Prequalified Vendor List (for Other Than Professional Services \$60,000 or less).

If the aggregate or sum of all phases of work is not expected to exceed \$60,000, the following procedure may be used by the department, with prior written approval of the Purchasing Manager, to establish a prequalified vendor list for other than professional services:

- a. Advertise/post notice at least once every two years requesting prequalifications from vendors interested in providing other than professional services to the department on small projects where the fee will be \$60,000 or less.
- b. The Request for Prequalifications (RFPQ) should be similar to an RFP which lists information desired, the general types of work to be procured using these procedures, etc.
- c. Require vendors' responses to RFPQ documenting their prequalifications for the type of small projects for which they seek to be considered. Statements of prequalifications (RFPQ responses) shall be accepted at any time to allow new vendors to be considered for work and to allow vendors to update their prequalification forms to show current information. **All RFPQ responses shall be submitted to the Purchasing Division.**
- d. Departments using this procedure shall sort RFPQ responses/interest packages, establish a listing of responding vendors by qualification or discipline/capability, and file RFPQ responses by category for use in selecting vendors for interview. A copy of the list, including updates, shall be sent to the Purchasing Division on at least a quarterly basis.

The department head shall designate, in writing, the person, persons or committee authorized to make the selections for other than professional services. Such persons shall be knowledgeable of the procedures for procurement of other than professional services conforming to this **Manual** and the VPPA.

When the department desires to select a vendor for other than professional services using these procedures, the department shall:

- a. If the total cost will be \$20,000 or less, this 'small purchase' procedure will allow the department to select and interview one prequalified vendor from the list on a rotating basis. If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that vendor. Otherwise,

negotiations with that vendor shall be formally terminated and negotiations conducted with the next vendor on the list, and so on until a satisfactory contract can be negotiated at a fair and reasonable price.

- b. If the total cost will be greater than \$20,000 and not more than \$60,000, the department shall select at random not less than three vendors from the list for interviews. The random selection will prevent the same vendors from competing against each other repeatedly. A vendor who has been selected for a project may not be solicited for interview again until all vendors on the list have had an opportunity for an interview. If three vendors are not available from the prequalified list, contact Purchasing for recommendations. The department must establish selection criteria to select a vendor who is best suited for the work.
- c. Conduct telephone or personal interviews with vendor representatives to determine current personnel qualifications, location relative to the work, expertise, workload, capability to meet the proposed schedule, past performance on similar projects and ability to provide the service within budgeted costs.
- d. Rank the order of vendors and negotiate fee for service using competitive negotiation procedures. Forward all documentation to Purchasing, and maintain a copy for the department files. The Department will make a recommendation for award to the City Manager or the Purchasing Manager.
- e. A report listing all vendors selected and any resulting awards for each project shall be sent to the Purchasing Division on at least a quarterly basis.

If a department chooses not to use a prequalified vendor list they must contact the Purchasing Division for issuance of a solicitation.

5.1B Small Letter RFP

If the total cost will be \$60,000 or less for Professional Services and \$100,000 or less for Other than Professional Services, and the department is NOT using firms from the Prequalified Vendor List from Sections 5.1A(1 & 2), the following procedure may be used. The department shall contact the Purchasing Division to determine if the Small Letter RFP method can be used prior to the solicitation information being forwarded.

- a. The determination to use this method shall be made on a case by case basis. The determining factors to use this method will include several factors. **The department must have a budget appropriated prior to work beginning on the RFP.**
- b. The RFP shall include the details and/or qualifications needed for the vendor to perform the service.

- c. This method will not be used for large construction projects, or any project requiring the submittal of drawings, or bonds.
- d. Advertisement in a newspaper of general circulation may not be required, but the RFP shall be advertised on the City's electronic procurement web site. The standard proposal submission due date is a minimum of twenty one (21) days from the public advertisement date of the RFP; however, **in no case** shall the minimum proposal submission due date be less than ten (10) days from the advertisement date of the RFP.
- e. Department will send a vendor list to Purchasing for notification to register in VSS. Department will provide contact information for at least four possible sources when available; if possible, expanding to include a minimum of two MB/WB/SB/SDVB businesses.
- f. Purchasing will include the Department in the evaluation process and review of responses received for Small Letter RFP's. Ranking of vendors and negotiations of the service and the fees will apply.
- g. Award memos will be created by the user department. Purchasing will award the contract.
- h. Resultant Contracts will be handled according to the City's standard process.

5.2 Small Purchases of Goods and Other Than Professional Services. (\$100,000 or Less)

Varying degrees of competition are required for small purchases of goods and other than professional services depending on the dollar amount. The Purchasing Division shall facilitate the purchase of all other than professional services, and shall determine the required method of procurement and type of resulting contract document. Departments may facilitate the procurement of most goods costing \$100,000 or less.

5.3 Single Quote. (\$0 to \$5,000)

- a. Where the department's estimated cost of goods is \$5,000 or less, purchases may be made upon receipt of one written or telephone quotation. A record of the quotation must be kept. When using purchasing cards, quotes should be obtained whenever possible; however, this may not always be practical in pick-up or over-the-counter sales situations.
- b. Where the department's estimated cost of other than professional services, not including construction, is \$5,000 or less, the Purchasing Division will determine the method of procurement, and type of resulting contract document. A record of the quotation must be kept. When using purchasing cards, quotes should be obtained whenever possible.

- c. Departments should seek additional competition whenever there is reason to believe a quotation is not a fair and reasonable price {See **Purchasing Manual 12.9** for Price Reasonableness Determination}.

5.4 Unsealed Bidding For Goods-Request For Quote (RFQ). (Over \$5,000 up to and including \$100,000)

Departments must follow the steps below to solicit unsealed bids by mail, e-mail, or facsimile using a written description of requested goods.

- a. Submit a requisition (RQS) to the Purchasing Division using the City's e-procurement system.
- b. Prepare a written solicitation package for an unsealed RFQ, using the preapproved Purchasing Division RFQ Form that includes the item description or brief scope of work, terms and conditions, and a Quote Form.
- c. The RFQ package must be approved by the Purchasing Division prior to posting notice or soliciting directly from vendors if the cost of the goods will be \$30,000 or greater.
- d. Solicit at least four sources when available by mail, fax, or electronically. If possible, it is strongly encouraged to expand to include a minimum of two MB/WB/SB/SDVB. **If fewer than the required number of sources are solicited, the reasons shall be documented.** Notice of solicitations for goods costing \$30,000 or more shall be posted on the Purchasing Division electronic procurement site.
- e. The standard quotation submission due date is a minimum of three days (24 business hours) from the posting date and time of the solicitation. The maximum quotation submission due date shall be no more than nine (9) calendar days.
- g. Quotes may be opened, recorded, and tabulated upon receipt; however, to be considered, quotes must be received at the stipulated location by the date and hour specified. **No department shall make public or disclose any bidding information until after the date and hour set for the receipt of quotes.**
- h. Evaluate and award to the lowest responsive and responsible bidder. Posting of an award notice on the Purchasing Division electronic procurement site is required for goods costing \$30,000 or more.

**5.5 Unsealed Proposals for Goods and Other than Professional Services.
(Over \$5,000 up to and including \$100,000)**

The Purchasing Division uses the following steps to obtain required goods or other than professional services for departments using an informal Request for Proposals (RFP).

- a. The department head must request a written determination by the Purchasing Manager that the use of competitive negotiation for goods or services other than professional services is in the best interest of the City before using an unsealed or informal RFP. See [§ 2.2-4302.2](#), VPPA, for the definition of competitive negotiation for services other than professional services. The solicitation should include a cover sheet, a general description of what is being sought, the factors and weights to be used in evaluation, the terms and conditions including unique capabilities or qualifications that will be required.
- b. Purchasing solicits at least four sources when available by mail, fax, or electronically. It is strongly encouraged to expand to include a minimum of two MB/WB/SB/SDVB. Publicly post the solicitation if required as set forth in 10.17.
- c. Proposals may be opened by Purchasing upon receipt and turned over to the user for evaluation. All responses must be received at the designated location by the date and hour stated in the solicitation [see **Purchasing Manual [Chapter 4](#)**].
- d. In lieu of an evaluation committee, the end user may solely evaluate the proposals, and conduct interviews, if needed. Upon completion of the evaluation, negotiations may be conducted by the department and Purchasing with the offeror(s) selected and an award to the offeror who submitted the best proposal.

5.6 Purchasing Cards for Small Purchases.

In an effort to streamline purchasing and invoice processing steps and reduce paperwork, the City has a contract allowing departments to use purchasing cards for transactions up to \$5,000 for the purchase of goods, services, maintenance, repair, and operating supplies. Departments are strongly encouraged to participate. Information may be obtained by calling the Purchasing Division at 853-2871. For additional information please see the P-card Policies and Procedures on the ePortal page under the Reference & Info tab.

5.7 Electronic Commerce (On-line Buying).

Departments may purchase goods and services through the Internet by using the purchasing card and transmitting the card number by up to \$5,000 in accordance with the procedures for using p-cards.

Security requirements – In order to procure goods or services through the Internet, the vendor must have a current Secure Socket Layer (SSL). **It is the department's responsibility to ensure the vendor meets the SSL requirement before placing an order and using the purchasing card as a method of payment.** To ensure the vendor has an SSL, the Address Window must start with https://. The https:// may not be seen until the payment information is requested.

*END OF
CHAPTER*

EXHIBIT B TO RFQ NO. 17-01-01

Qualifications Summary

**GROUP I
Buildings**

- Architectural
- Mechanical
- Structural
- Electrical
- Site Development
- Value Engineering
- Cost Estimating
- HVAC

**GROUP II
General Civil / Transportation**

- Storm Drain Design & Analysis
- Flood Plain Study & Analysis
- Bridge Analysis & Design
- Landscape Architecture
- Hydraulic Modeling
- Dam Safety
- Roadway Design
- General Traffic Engineering Design
- Traffic Operational Analysis
- Traffic Signal Design

**GROUP III
Miscellaneous**

- Surveying
- Geotechnical (to include Engineering and Material Testing Services)

EXHIBIT C TO RFQ 17-01-01
CITY OF ROANOKE, VIRGINIA
CONTRACT

This Contract dated _____, 20__ is between the City of Roanoke, Virginia, a Virginia municipal corporation, hereinafter referred to as the "City" or "Owner", and _____, hereinafter referred to as the "Consultant" or "Selected Offeror,"

WITNESSETH:

WHEREAS, Consultant has been awarded this Contract by the City for furnishing all equipment, materials, goods, labor, and services necessary for _____ and associated work in accordance with this Contract and the documents referred to herein, all such items or services also being referred to hereinafter as the Work or Project.

NOW, THEREFORE, THE CITY AND THE CONSULTANT AGREE AS FOLLOWS:

SECTION 1. WORK TO BE PERFORMED AND DOCUMENTS.

For and in consideration of the money hereinafter specified to be paid by the City to the Consultant for the Work provided for in this Contract to be performed by the Consultant, the Consultant hereby covenants and agrees with the City to fully perform the services, provide any materials called for, and complete the Work called for by this Contract in a good and professional manner in accordance with this Contract and the documents referred to herein in order to fully and properly complete this Contract within the time stipulated, time being made of the essence for this Contract. It is also agreed by the parties hereto that this Contract consists of this Contract and the documents listed below, all of which are and constitute a part of this Contract as if attached hereto or set out in full herein, viz:

1. Request for Qualifications (RFQ) No. XX-XX-XX, which is incorporated herein by reference, including the terms and conditions section contained in such RFQ.
2. Scope of Services to be performed by Consultant (Exhibit 1).

The parties agree that if there are any differences between the provisions of any of the above referenced documents, the provisions of the City documents and this Contract will control over any Consultant supplied documents or information.

SECTION 2. CONTRACT AMOUNT.

The City agrees to pay the Consultant for the Consultant's complete and satisfactory performance of the Work, in the manner and at the time set out in this Contract, [the Contract amount of \$_____,] or [an amount for the actual time (based on an hourly rate

Project: _____

RFP – Annual Small Contract for
Professional Services
Revised 5/22/2012

basis) spent on the Work and charges for materials used for the Work, but the total amount for all such Work and materials shall not exceed \$50,000.] **[Note: the specific terms may need to be modified if some basis other than a lump sum is used.]** as provided for in this Contract and that this Contract amount may be increased or decreased by additions and/or reductions in the Work as may be authorized and approved by the City, and the Contract amount may be decreased by the City's assessment of any damages against the Consultant, as may be provided for in this Contract or by law, and the City retains the right of setoff as to any amounts of money the Consultant may owe the City. [However, Consultant further acknowledges and agrees that any request for Consultant to perform work under this Contract is in the sole discretion of the City and there is no guarantee of any minimum amount of Work that may be requested by the City and that no Work may be requested.] *Consultant may request payment not more than once a month. The payment request is subject to the City's approval and payment will only be made for work actually performed and/or materials actually used or costs incurred for such work. Furthermore, if there is a change in the scope of work set forth in Exhibit 1 that requires an increase in the total lump sum amount set forth above, the Consultant shall notify the City in writing before doing any such work and request an amendment to the Contract.*

SECTION 3. TIME OF PERFORMANCE.

The Consultant shall commence the Work to be performed under this Contract on such date as is established and fixed for such commencement by written notice (which may be given initially verbally in an emergency situation) to proceed given by the City representative to the Consultant, and the Consultant covenants and agrees fully to perform and complete the Work and/or provide the services called for by this Contract [within ____ consecutive calendar days after the date of commencement fixed and established by such notice.] **or** [on or before _____.] The Consultant further agrees that the Work shall be started promptly upon receipt of such notice and shall be prosecuted regularly, diligently, and uninterruptedly at a rate of progress that will ensure full completion thereof in the shortest length of time consistent with the Contract and that Consultant will cooperate and coordinate with the other City contractors or employees doing other work or using the area where Consultant is working.

SECTION 4. ENTIRE CONTRACT.

This Contract, including any attachments, exhibits, and referenced documents, constitutes the complete understanding between the parties. This Contract may be modified only by written agreement properly executed by the parties.

SIGNATURE PAGE TO FOLLOW

Project: _____

RFP – Annual Small Contract for
Professional Services
Revised 5/22/2012

IN WITNESS WHEREOF, the parties hereto have signed this Contract by their authorized representatives.

Attest/Witness:

(Company Name)

By _____

Printed Name and Title

Printed Name and Title

(SEAL)

Attest/Witness:

CITY OF ROANOKE, VIRGINIA

By _____

Typed or Printed Name and Title

Typed or Printed Name and Title

Appropriation and Funds Required
for this Contract Certified

Director/Deputy Director of Finance

Date: _____

Account #: _____

Approved as to form:

City Attorney/Assistant City Attorney

Approved as to execution:

City Attorney/Assistant City Attorney

Project: _____

RFP – Annual Small Contract for
Professional Services
Revised 5/22/2012

EXHIBIT D to RFQ 17-01-01

**Statement Regarding Compliance with
Virginia Code Section 2.2-4311.2**

The attention of each Bidder/Offeror is directed to Virginia Code Section 2.2-4311.2 (effective July 1, 2010) which requires a bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law, shall include in its bid or proposal the Identification Number issued to such bidder or offeror by the Virginia State Corporation Commission (SCC). Furthermore, any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Please complete the following by checking the appropriate line that applies and providing the requested information:

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

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

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

Please attach additional sheets of paper if you need more space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

LEGAL NAME _____

BY _____ TITLE _____
(TYPED NAME:)

SIGNED NAME _____

DELIVERY ADDRESS _____

MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____

CONTACT EMAIL ADDRESS _____