



## Request for Proposal

City of Suffolk

RFP #20039-JS

December 12, 2019

Purchasing Division

442 West Washington Street, Room 1086

Suffolk, VA 23434-5237

Phone: (757) 514-7520 / Fax: (757) 514-7524

### Legal Counsel for Economic Development Authority

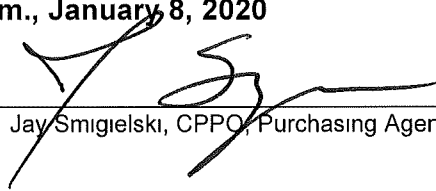
Electronic proposals will be received at the office of the Purchasing Agent listed above, until the time and date shown below (local prevailing time), for furnishing the items or services described in this solicitation. Offers should be sent by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number and title in the subject line

**SCOPE OF WORK** – The City of Suffolk has issued this sealed Request for Proposal (RFP) to assist the Economic Development Authority of the City of Suffolk (“EDA”) in obtaining responsive proposals from qualified firms to provide legal counsel services for the EDA

The Purchasing Agent, Jay Smigielski is the Contract Officer for the EDA with respect to this RFP. All questions and/or comments should be directed to him at this email address [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us). The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the EDA regarding this RFP. This prohibition shall also extend to members of the Economic Development Authority. Any such unauthorized contact may disqualify the Offeror from the procurement.

**Proposals are due: 3:00 p.m., January 8, 2020**

Contract Officer:

  
Jay Smigielski, CPPO, Purchasing Agent, [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us)

**OFFEROR:**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

EDA / State / Zip \_\_\_\_\_

Telephone \_\_\_\_\_

FAX No \_\_\_\_\_

E-mail \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

In compliance with this Request for Proposals, and subject to all the conditions thereof, the Offeror, if the offer is accepted within ninety (90) calendar days from the date of the receipt of proposals, agrees to furnish any or all of the items and/or services at the prices set, to be delivered at the time and place specified herein, based on Task Orders negotiated with the Offeror and issued by the EDA. The Offeror's signature on the previous page certifies he has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals, and is authorized to contract on behalf of firm named in this RFP

## **SOLICITATION DOCUMENTS**

Additional Request for Proposal documents are available on the Purchasing website <http://www.suffolkva.us/bids/> or on the Commonwealth's bid board (eVA), or at Demandstar.com. An e-mail request for the complete RFP form may be sent to the Contract Officer listed on the front page

Offers may be sent to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) or electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 W Washington Street, Room 1086, Suffolk, Virginia, 23434 prior to the closure date shown, if desired. Documents should be saved as a pdf document and should conserve disk space to allow transfers of data. **Do not send Zip files. Zip files cannot be accepted. Hard copy printed proposals will not be accepted.**

Questions concerning this project must be in writing (email is preferred) and addressed to the Contract Officer listed on the front page of this solicitation, and, should be received no later than five (5) business days preceding the date that the proposals are to be received. E-mail is the preferred method and will get a more timely response

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE

# REQUEST FOR PROPOSAL

## Legal Counsel for EDA

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## **1.0 PURPOSE**

The intent of this Request for Proposal is to obtain the services of a qualified law firm to provide all aspects of legal counsel services on an "as-needed" basis for the Economic Development Authority of the City of Suffolk ("EDA")

## **2.0 BACKGROUND**

The Economic Development Authority of the City of Suffolk is a political subdivision of the Commonwealth of Virginia. The EDA Board consists of seven (7) borough specific and one (1) at large representative that are appointed by the Suffolk City Council. The EDA's mission is to increase the city's tax base and job creation through the sale of real estate, incentivizing private investment and conduit issuance of Industrial Revenue Bonds. The EDA provides assistance to the City of Suffolk as a real estate developer and landlord for the Hilton Garden Inn and Suffolk Conference Center as well as the Health and Human Services Building. The EDA meets the second Wednesday of every month at 4pm.

The EDA is assisted by the Economic Development Department, the Finance Department, the Office of the City Manager and currently by the City Attorney.

## **3.0 COMPETITION INTENDED**

It is the EDA's intent that this Request for Proposal (RFP) permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) business days prior to the date set for acceptance of proposals.

## **4.0 TERM OF CONTRACT**

Services shall commence upon conveyance of fully executed contract to the selected firm until January 31, 2021 with three (3) one year renewable options at the sole discretion of the EDA, terminating on January 31, 2024. For each service requested by the EDA, the Counsel shall provide a written description of the scope of services, an associated completion schedule and a fee schedule with a man-hour breakdown.

## **5.0 SCOPE OF SERVICES**

The EDA anticipates the following general scope of work during the contract period:

- A. Attend and serve as legal counsel at all meetings of the EDA. This may include addressing and responding to questions from EDA members and staff during open and properly closed meetings.
- B. Review and provide legal advice on multiple areas of law. This may include preparation and/or review of documents necessary or appropriate to the issue and to coordinate the authorization and execution of such documents as appropriate.
- C. Prepare legal opinions.
- D. Provide a legal perspective and advice on various legal issues.
- E. Represent the EDA in legal matters, including but not limited to, appearing in both state and federal courts, appearing on the behalf the EDA before Suffolk City Council and its Planning Commission, and appearing on behalf of the EDA before any other tribunal.

- F Perform other legal assistance and tasks, including advice on parliamentary procedure, as requested by the EDA

## 6.0 SPECIFIC PROPOSAL REQUIREMENTS

### A Submission of Proposals

An electronic document shall be submitted by e-mail attachment to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) with the RFP number and title in the subject line or electronic copies (CD or thumb drive) may be delivered to the Purchasing Office, 442 West Washington Street, Room 1086, Suffolk, Virginia prior to the closure date shown, if desired. Documents should be saved as a pdf document and should conserve disk space to allow transfers of data. **ZIP files cannot be accepted**, they do not work in the City's system. To receive confirmation of receipt of proposal, send request to the contracting officer at [jsmigielski@suffolkva.us](mailto:jsmigielski@suffolkva.us). Do **NOT** send proposal directly to contracting officer.

The intent of using electronic submissions is to reduce paper usage and provide economical approaches while permitting the Offeror to demonstrate their skills, education, experience, and ingenuity that would qualify them to be selected for interview.

Offerors so selected will be allowed to make a formal presentation of their qualifications and job approach, and may be selected for final negotiations of contract. Therefore, care should be given to address the issues relating to the criteria to follow.

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any Offeror from his or her contractual obligations.

### B Questions and Inquiries

Questions and inquiries pertaining to the Request for Proposals will be accepted from any and all firms via e-mail or fax. Inquires must provide RFP number and title. Material questions will be answered by Addendum and will be posted on the City's website [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp) provided that all questions are received five (5) business days prior to opening date.

Jay Smigielski, Purchasing Agent, is the designated authorized spokesperson for the EDA with respect to this RFP. All questions and/or comments should be directed to his attention. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the EDA regarding this RFP. This prohibition shall also extend to the members of the EDA. Any such unauthorized contact may disqualify the Offeror from the procurement.

### C Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that he has received all addenda prior to submitting a proposal. All addenda can be downloaded from [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp).

### D Firm Pricing for EDA Acceptance

Offers made during negotiation must be honored for EDA acceptance for 180 days from the date of offer.

E Proprietary Information

Trade secrets or proprietary information submitted by an Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any proprietary information must be listed on the attached "Proprietary/confidential Information Identification" form and submitted with the proposal. An all-inclusive statement that the entire proposal is proprietary will result in rejection of the proposal.

F Authority to Bind Firm in Contract

Proposals must give full firm name and address of Offeror. Failure to sign proposal may disqualify it. Person signing proposal should show title or authority to bind his firm in a contract.

G Preparation and Submission of Proposals

- 1 All proposals shall be signed by the individual or authorized principals of the firm
- 2 All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals
- 3 Proposals are to be submitted electronically, title shall indicate the RFP number, time and date of public acceptance, and the title of the proposal
- 4 It is the Offeror's responsibility that the proposals are received by the Purchasing Division BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted. Proposals or unsolicited amendments to proposals received by the EDA after the acceptance date will not be considered.

H. Miscellaneous Requirements

- 1 The EDA will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 2 Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Purchasing Division will schedule the time and location for this presentation.
- 3 The contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the EDA.
- 4 The EDA reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the EDA.

Proposals should be as thorough and detailed as necessary to allow the EDA to properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in the format provided as a complete proposal.

The EDA reserves the right to request clarification of information submitted and to request additional information if deemed necessary.

A. Cover Letter

The Offeror will complete and submit the Signature Sheet (included in the proposal) and submit it with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind Offeror must sign the letter and Signature Sheet, as well. Indicate the address and telephone number of the Offeror's office.

B. Background and Project Summary Section

This section should describe your understanding of the EDA, the work to be performed, and the objectives to be accomplished. Refer to the "Scope of Services" Section of this RFP.

C. Methodology Section

Provide a detailed description of the approach and methodology to be used to accomplish the "Scope of Services" of this RFP. The Methodology Section should include the following:

1. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Services" Section.
2. A plan that describes in detail (a) the methods, including controls by which your firm manages contracts of the type sought by this RFP, and (b) any other management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
3. Detailed description of specific tasks you will require from EDA staff. Explain what the respective roles of EDA staff and your staff would be to complete the tasks specified herein. Provide expectations regarding adequate notice for meetings with EDA staff.

D. Staffing Section

Provide a list of principal individuals who will likely be working on this contract and indicate the level/title of each member, and the function that each will perform. Include a resume for each designated individual, to include licenses, certifications, and other qualifications.

E. Qualifications

The information requested in this section should describe the qualifications of the Offeror, key staff, and subcontractors performing tasks within the past five (5) years that are similar in size and scope to that requested in the RFP. Information shall include the following:

1. Names of key staff that will participate and their specific responsibilities with respect to the "Scope of Services."
2. A summary of the Offeror's demonstrated capability, including length of time that the Offeror has provided the services being requested herein.
3. Provide at least three (3) references that received similar services from your organization. The EDA reserves the right to contact any of the organizations or individuals listed. Economic development agencies for localities are preferred. Information shall include:

- Client name
- Services provided
- start and end dates
- Client manager name, email and telephone number

F Format

Proposal should be submitted in the following format

- Cover Letter (A)
- Proposal sequenced in accordance with Paragraphs B-E above
- Forms as follows (All forms must be signed )
  - *Signature Sheet (Page 20)*
  - *Propriety/Confidential Information Identification (Page 21)*
  - *Exceptions to RFP (Page 22)*
  - *Anti-collision/Nondiscrimination/Drug Free Workplace Clauses (Pg. 23)*
  - *Proof of Authority to Transact Business in Virginia (Page 24)*

## 7.0 EVALUATION AND AWARD CRITERIA

The EDA's Evaluation Committee shall review each proposal and verify the claims and credentials of each Offeror. Selection will be made for each proposal on the basis of the criteria listed below. Each proposal will be evaluated based upon the strengths and weaknesses of the submittal or subsequent information gained in the process.

- Qualifications, credentials, and related experience of the Offeror's key personnel (25%)
- Adequacy and availability of support resources (25%)
- Quality of prior work, including efficiencies, timeliness and cost control (25%)
- Approach to the task/operational plan (15%)
- Overall quality and completeness of proposal based on the submittal requirements (10%)

Once each member of the Evaluation Committee has read and rated each proposal by use of the criteria, a consensus of the Committee shall be used to establish a ranking of the proposals. This ranking shall be used to select the firms for further consideration—the short-list. At this point, the Evaluation Committee may conduct interviews with two or more of the top ranked firms.

After interviews have been conducted with each selected Offeror, the EDA shall select the proposal which, in its sole opinion, is in the best interest of the EDA and enter into negotiations with that firm. Should negotiations fail with this Offeror, negotiations will be terminated with that Offeror and negotiations will be opened with the next ranked firm, as required under the Virginia Public Procurement Act. Should the EDA determine, in its sole discretion, that only one Offeror is qualified, or that one Offeror is clearly more highly qualified than the other under consideration, a contract may be negotiated and awarded to that Offeror. The file will show the Committee's perception of the strengths and weaknesses of each proposal received as basis for selection.

The successful firms will be expected to enter into a contract with the EDA based upon their submittal and any additional negotiated terms. The successful firms shall execute and return the contract documents to the EDA within ten (10) business days of receipt.

## 8.0 ADDITIONAL INSTRUCTIONS FOR RFP

1. Use of Form All proposals should be submitted in electronic ( pdf) format in accordance with this form. The Offeror may attach/scan other information as required to the electronic



document that will be made a part of the proposal Electronic submittals on CD, DVD, flash drives, or other electronic media will be accepted if delivered prior to the closing time. The preferred method is by an attachment to an email addressed to [proposals@suffolkva.us](mailto:proposals@suffolkva.us) ZIP files cannot be accepted.

2. **Submittals** Except as noted above, all proposals shall be sent as an attachment to email to [proposals@suffolkva.us](mailto:proposals@suffolkva.us). The subject line must show the proposal number and title
3. **Late Proposals** Proposals, if received by the City's Purchasing Division ("Purchasing") after the date and time specified, will not be considered It will be the responsibility of the Offeror to see that their proposal is received by Purchasing as specified There will be no exceptions Electronic proposals show the date and time sent This must be prior to the closing date published on the front cover
4. **City Hall Closure** Should the City's electronic networks connectivity prevent receipt of proposals at the time of the scheduled proposal closing, the proposals will be accepted and opened on the next business day of the City, at the original scheduled hour, or as soon as connectivity is restored during normal business hours
5. **Competition Intended** It is the EDA's intent that this RFP permits competition It shall be the Offeror's responsibility to advise the Contract Officer in writing if any language requirement, specification, terms, conditions, or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Contract Officer prior to the date set for proposals to close
6. **Contract Quantities** The quantities specified in the RFP are estimates only unless otherwise clearly noted, and are given for the information of Offeror and for the purpose of proposal evaluation They do not indicate the actual quantity that will be required, since such volume will depend upon requirements that may develop during the contract period Quantities shown shall not be construed to represent any amount which the EDA shall be obligated to purchase under the contract, or relieve the Offeror of his obligation to fill all orders placed by the EDA, except as clearly noted
7. **Delivery** The time of delivery of services must be stated in definite terms If time of delivery for services varies, the Offeror shall so state
8. **Offeror's Qualifications** Only proposals from established offerors for work similar in scope to work herein shall be considered, the EDA reserves the right to request specific reference information prior to award Offeror shall demonstrate that they have adequate and appropriate manpower, and resourced to respond and perform in accordance with the provisions herein

The EDA may, at its option, disqualify an Offeror and reject its proposal for cause Reasons deemed to be sufficient for this action shall include, but not be limited to, the following

- Evidence of collusion among offerors
- Receipt of more than one proposal on any project from an individual, or from a corporation This restriction does not apply to sub-contractors
- Default on any previous contract
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears
- Inability to perform as revealed by an investigation of the Offeror's financial statement, experience and/or plant and equipment
- Offeror does not meet project-specific requirements, as identified in the solicitation

9. **Pricing to be F.O.B. Destination – Freight Allowed** Pricing shall be F O B destination-freight included for all competitive proposals F.O B. Destination-Freight Included shall include

all shipping costs to the EDA location(s) at the unit cost. No additional shipping charges shall be allowed.

10. **Samples** Samples, when requested, must be furnished free of expense, and upon request, if not destroyed, will be returned at the Offeror's risk and expense
11. **Silence of Specifications** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement
12. **Capacity of Offeror:** All proposals must be signed by a responsible officer or employee having the authority to bind the firm in contract. The Offeror agrees that its contract performance shall be in strict conformance with the contract documents
13. **Rights to Damages** By signing its proposal, the Offeror assigns to the EDA any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to this proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the EDA
14. **Anti-collusion** The Offeror certifies by signing its proposal that the proposal is made without prior understanding, agreement, or accord with any other person or firm submitting a proposal for the same goods and/or services and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages. Should sub-contractors have interest in multiple submittals, this clause does not apply except when an act of collusion or fraud has occurred
15. **Contact Prohibition** Direct contact with the EDA and City departments other than Purchasing, on the subject of this proposal is expressly forbidden except with the foreknowledge and permission of the Contract Officer. Violation may result in a determination that your firm is ineligible for an award

All questions shall be in writing to the Contract Officer shown on the title page of the proposal. The respondents to this RFP shall not contact, either directly or indirectly, any other employee or agent of the EDA regarding this RFP. This prohibition shall also extend to members of the EDA. Any such unauthorized contact may disqualify the Offeror from this procurement

16. **Debarment Status:** By submitting a proposal, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred
17. **Ethics in Procurement:** Offeror must provide written disclosure with their proposal if one of its officers, directors, trustees, partners, employees, or lenders is an employee or officer of the EDA or an immediate family member of the employee or officer (as defined by Section 2.2-4368 of the Virginia Procurement Act) who is involved personally or substantially participates in procurement transactions or owns or controls an interest of more than three percent (3%) of the company or receives more than \$5,000 annually from the Offeror
18. **Addenda.** If issued, addenda to this solicitation will be posted on the Purchasing website [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp). It is the Offeror's responsibility to check the website or contact the Purchasing Division prior to the submittal deadline to ensure that the Offeror has a complete, up-to-date package. Acknowledgement of all issued Addenda shall be indicated in the proposal

19. **Withdrawal of Proposals** Proposals may be withdrawn (cancelled) any time prior to the closing time and date. Withdrawal of proposals may be accomplished by submitting such request in writing on the issuing company's letterhead either by email, in person, or by certified mail.
20. **Award** Award will be made to the Offeror considered by the EDA's sole determination after following the procedure outlined herein. The process used for this solicitation shall be Competitive Negotiation for Professional Services as outlined in the Virginia Public Procurement Act.
21. **Announcements** Upon the award or the announcement of the decision to award a contract, such notice will be publicly posted on the electronic bulletin board located outside of the Purchasing Division and on the Purchasing web site [http://apps.suffolkva.us/bids/bid\\_search\\_all.jsp](http://apps.suffolkva.us/bids/bid_search_all.jsp)
22. **Offer/Acceptance** Each proposal is received with the understanding that the acceptance in writing by the EDA of the offer to furnish any or all of the goods and/or services described therein, shall constitute a contract between the Offeror and the EDA, which shall bind the Offeror to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted proposal, and the EDA on its part to order from such Offeror, except for causes beyond reasonable control, and pay for, at the agreed prices, all goods and/or services specified and delivered.
23. **EDA's Rights** The EDA reserves the right to reject any and all proposals, and to waive any informality if it is determined to be in the best interest of the EDA.
24. **Appeals Procedure** Upon Offeror's request, administrative appeals information will be provided that shall be used for hearing protests of a decision to award, or an award, appeals from refusal to allow withdrawal of proposals, appeals from disqualification, appeals for debarment or suspension, or determination of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. To be timely all appeals shall be made within the time periods set forth by the Virginia Public Procurement Act, §2.2-4357, *et seq.* Contact the Contract Officer at once for assistance.
25. **Additional Conditions** The Contract Terms and Conditions and all instructions in this solicitation are intended to apply to the resulting contract and shall supersede any conflicting terms in the Offeror's proposal. Any additional conditions an Offeror intends be considered must be submitted with the proposal and noted as an exception. Such exceptions may result in a finding that the submittal is 'non-responsive' to the proposal, negating possibility of an award to that Offeror. Contractual documents submitted by the successful firm after an award will not be accepted.

## 9.0 CONTRACT TERMS AND CONDITIONS

1. **Conflict** In the event of a conflict between the contract documents, including these Contract Terms and Conditions, the final executed contract documents shall control.
2. **Alien employment** Counsel certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
3. **Anti-Discrimination** The Counsel certifies to the EDA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment

Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and §2 2-4311 of the Virginia Public Procurement Act (VPPA) If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided, however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (Code of Virginia 2 2 4343 1E)

The following provisions apply to all contracts over \$10,000

1. During the performance of this contract, the Counsel agrees as follows
    - a The Counsel will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans 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 Counsel The Counsel agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause
    - b The Counsel, in all solicitations or advertisements for employees placed by or on behalf of the Counsel, will state that such Counsel is an equal opportunity employer
    - c Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  - 2 The Counsel will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor
  - 4 **Assignment of Contract:** A contract shall not be assignable by the Counsel in whole or in part without the written consent of the EDA
  - 5 **Availability of Funds:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services The EDA's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years
  - 6 **Changes and Additions:** It shall be the responsibility of the Counsel to notify the EDA, in writing, of any necessary modifications or additions in the Scope of the contract Compensation for changes or additions in the Scope of the contract will be negotiated and approved by the EDA, in writing
- Furthermore, it is understood and agreed by both parties that any work done by the Counsel on such modification or addition to the contract prior to the EDA's approval in writing shall be at the total risk of the Counsel and said work may not be compensated by the EDA
7. **Conflicts of Interests** The Counsel shall not accept or receive commissions or other payments from third parties for soliciting, negotiating, procuring, or effecting insurance on behalf of the EDA The EDA may not procure supplies, equipment, materials or other goods

from a Counsel on the same project

8. **Counsel's Failure to Perform** Failure of the Counsel to perform the contract by reason of the EDA's non-acceptance of additional conditions submitted after the award shall result in termination of the contract by the EDA, and may result in debarment of the Counsel for a period of up to three (3) years. Termination and /or debarment of the Counsel shall not constitute a waiver by the EDA of any other rights or remedies available to the EDA by law or contract.

9. **Contractual Disputes** The Counsel shall give written notice to the EDA of his intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the EDA no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the EDA shall reduce its decision to writing and mail or otherwise forward a copy thereof to the Counsel within thirty (30) days of receipt of the claim.

10. **Copyright Protection**: Counsel agrees to defend and save the EDA, its agents, officials, and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which Counsel is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

11. **Default**: In event of default by Counsel, the EDA reserves the right to procure the goods and/or services from other sources, and hold Counsel liable for any excess cost occasioned thereby. Such actions taken by the EDA shall not release the Counsel from additional remedies that may be allowed by law.

12. **Drug-Free Workplace** During the performance of this contract, the Counsel agrees to (1) provide a drug-free workplace for the Counsel's employees, (2) post in conspicuous place, 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 Counsel's workplace and specifying the actions that will be taken against employees for violations of such prohibition, (3) state in all solicitation or advertisement for employees placed by or on behalf of the Counsel that the Counsel maintains a drug-free workplace, and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-Counsel or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Counsel, 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.

13. **Entire Agreement**: This contract and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. The contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

14. **Exemption from Taxes** The EDA is exempt from state sales tax and federal excise tax. A tax exemption certificate indicating the EDA's tax exempt status will be furnished by the EDA upon request.

15. **Faith-based Organizations** The EDA does not discriminate against faith-based organizations

16. **Governing Law** This contract shall be made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this the contract, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U S District Court for the Eastern District of Virginia, Norfolk Division.

The Counsel shall not cause a delay in services because of litigation pending or during litigation proceedings, except with the express, written consent of the EDA or written instruction/order from the Court

17. **Indemnification** Counsel shall defend and indemnify the EDA, and the EDA's employees, agents, and volunteers, from and against any and all damage claim, liability, cost, or expense (including, without limitation, attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against Counsel, its employees, agents, and volunteers, or incurred by or claimed against the EDA, the EDA's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by Counsel. This indemnification includes, but is not limited to, any financial or other loss, including, but not limited to, any adverse regulatory, agency or administrative sanction or civil penalties, incurred by the EDA due to the negligent, fraudulent or criminal acts of Counsel or any of the Counsel's officers, shareholders, employees, agents, Counsels, sub-contractors, or any other person or entity acting on behalf of Counsel. Unless otherwise provided by law, the Counsel Indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for Counsel under workers' compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

18. **Independent Contractor** The Counsel and any employees, agents, or other persons or entities acting on behalf of the Counsel shall act in an independent capacity and not as officers, employees, or agents of the EDA.

19. **Insurance** Counsel shall procure, maintain, and provide proof of insurance coverage for injuries to persons and property damage as may arise from or in conjunction with the work performed on behalf of the EDA by the Counsel, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages, and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the Counsel for the duration of the contract period; for occurrence policies. Claims made policies must extend reporting period for two (2) years after expiration date.

a **General Liability**

Coverage shall be as broad as Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations

Minimum Limits

\$2,000,000 General Aggregate Limit

\$2,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury  
\$1,000,000 Each Occurrence Limit  
\$ 50,000 Fire Damage Limit  
\$ 5,000 Medical Expense Limit

b Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Counsel, his agents, representatives, employees or subcontractors

Minimum Limits

\$1,000,000 Combined Single Limit  
\$ 5,000 Medical Expense Limit

c Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$100,000/\$500,000/\$100,000

d Umbrella/Excess Liability

\$2,000,000 umbrella/excess liability coverage

e Professional Liability

- 1 The successful Offeror shall provide the EDA with an Errors and Omissions Liability Policy ("E&O Policy") The policy shall cover the EDA for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use in the Commonwealth of Virginia by the Insurance Services Office, without the attachment of restrictive endorsements.
- 2 The E&O policy shall be endorsed to include the EDA's officials, officers, agents and employees as insured. The E&O Policy shall include the successful Offeror and the Offeror's subcontractors of every tier as the Offeror designated in the declarations
- 3 The minimum E&O Policy limits to be provided by the successful Offeror (inclusive of any amounts provided by an umbrella or excess policy) shall be \$2,000,000 per occurrence combined single limit for bodily injury liability and property damage liability or \$3,000,000 annual policy claims aggregate The limits afforded by the E&O Policy (or umbrella or excess policy with respect to it) shall apply only to the EDA and EDA's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract
- 4 Notice of Cancellation and/or Restriction - The policy must be specifically endorsed to provide the EDA with forty-five (45) days' notice of cancellation, non-renewal, change in coverages, and/or restriction

f Coverage Provisions

- 1 All deductibles or self-insured retention shall appear on the certificate(s)
- 2 The EDA, its officers, officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear This provision

does not apply to Professional Liability or Workers' Compensation/Employers' Liability

- 3 The Counsel's insurance shall be primary over any applicable insurance or self-insurance maintained by the EDA
- 4 Shall provide 30 days' written notice to the EDA before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable
- 5 All coverage for subcontractors of the Counsel shall be subject to all of the requirements stated herein
- 6 Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the EDA, its officers/officials, agents, employees and volunteers.
- 7 The insurer shall agree to waive all rights of subrogation against the EDA, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence
- 8 The Counsel shall furnish the EDA certificates of insurance including endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached
- 9 All insurance shall be placed with insurers maintaining an A M Best rating of no less than an A VII

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia

20. **Invoicing/Payment and Interest:** Prior to payment the Counsel shall provide their federal employer identification number. Payment to the Counsel shall be made not more than forty-five (45) days after goods or services are received; or not more the forty-five (45) days after the invoice is rendered, whichever is later.

Unless otherwise provided under the terms of this contract, interest for late payment shall not exceed one percent (1%) per month.

The Counsel shall submit invoices on a frequency to be determined, as agreed upon by the EDA, for each payment requested. Such statement shall also include a detailed breakdown of all charges.

All such invoices will be paid promptly unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Counsel shall provide complete cooperation during any such investigation.

21. **Laws, Regulations:** Counsel shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. Counsel shall at all times observe and comply with all such laws, ordinances and regulations.

22. **License Requirement** All firms doing business in the City are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement.



Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260 or [comrev@suffolkva.us](mailto:comrev@suffolkva.us)

23. **Ownership of Documents** Any data generated, reports, specifications, blueprints, negatives or other documents prepared by the Counsel in the performance of its obligations under the resulting contract shall be the exclusive property of the EDA, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this contract. The Counsel shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Counsel's obligations under the resulting contract without the prior written consent of the EDA. Documents and materials developed by the Counsel under the resulting contract shall be the property of the EDA, however, the Counsel may retain file copies, which cannot be used without prior written consent of the Owner. The EDA agrees that the Counsel shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Counsel is not the firm of record.
24. **Payments to Subcontractors:** Within seven (7) days after receipt of amounts paid by the EDA for work performed by a subcontractor under this contract, the Counsel shall either
- a. Pay the Subcontractor for the proportionate share of the total payment received from the EDA attributable to the work performed by the Subcontractor under this contract, or
  - b. Notify the EDA and Subcontractor, in writing, of his intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

The Counsel shall pay interest to the Subcontractor on all amounts owed that remain unpaid beyond the seven-day period except for amounts withheld as allowed in item b above.

Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.

The Counsel shall include in each of its subcontracts a provision requiring each Subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Counsel's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the EDA.

25. **Records and Inspection** The Counsel shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies, procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Counsel's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the EDA and its employees, agents or authorized representatives after giving at least three (3) days' notice to the Counsel by the EDA. The EDA shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the EDA to the Counsel pursuant to this contract or any renewal or extension of this contract. The EDA's employees, agents or authorized representatives shall have access to the Counsel's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits. All records and information generated under the contract shall be property of the EDA, whether retained by the EDA or the Counsel. The Counsel shall not make any other use of this information, except to provide service to the EDA under the contract, unless specifically authorized by the EDA in writing.

26. **Responsibility of Counsel** The Counsel shall, without additional costs or fee to the EDA, correct or revise any errors or deficiencies in his performance. Neither the EDA's review, approval or acceptance of, nor payment for any of the services required under this Contract shall be deemed a waiver of rights by the EDA, and the Counsel shall remain liable to the EDA for all costs which are incurred by the EDA as a result of the Counsel's negligent performance of any of the services furnished under the contract.
27. **Rights and Remedies Not Waived**: In no event shall the making by the EDA of any payment to the Counsel, or the waiver by the EDA of any provision under this contract including any obligation of the Counsel, constitute or be construed as a waiver by the EDA of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Counsel, and the making of any such payment by the EDA while any such breach or default exists shall not impair or prejudice any right or remedies available to the EDA.
28. **Safety**: The Counsel and sub-contractors performing services for the EDA are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and any other applicable rules and regulations. Also all Counsels and sub-contractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
29. **Scheduling and Delays**: The parties to any contract resultant of this solicitation acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the EDA. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The EDA shall not be required to pay any of the Counsel's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the EDA. If the EDA delays a task order for any reason for a continuous period of ninety (90) days or more, the EDA and Counsel will negotiate a mutually agreeable adjustment to the Counsel's fee.
30. **Severability**: If any provision of the contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of the contract shall be valid and enforced to the full extent permitted by law.
31. **Submissions**: All project correspondence, design/review documents, reports, etc. prepared by the Counsel shall be distributed to the EDA's assigned manager for each task in the format and number of copies as directed by the task statement of work.
32. **Termination for Cause**: In the event that the Counsel shall for any reason or through any cause be in default of the terms of this contract, the EDA may give Counsel written notice of such default by certified mail/return receipt requested at the address set forth in Counsel's Proposal/ or as provided in this contract.

Unless otherwise provided, Counsel shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of Counsel to cure the default, the EDA may immediately cancel and terminate this contract as of the mailing date of the default notice.

Upon termination, Counsel shall withdraw its personnel and equipment, cease performance of any further work under the contract, and turn over to the EDA any work in process for which payment has been made. In the event of violations of law, safety or health standards and regulations, this contract may be immediately cancelled and terminated by the EDA and provisions herein with respect to opportunity to cure default shall not be applicable.

33 **Termination for Convenience** The EDA may at any time, and for any reason, terminate this contract by written notice to the Counsel specifying the termination date, which shall be not less than thirty (30) days from the date such notice is mailed

Notice shall be given to Counsel by certified mail/return receipt requested at the address set forth in Counsel's Proposal or as provided in this contract. In the event of such termination, the Counsel shall be paid such amount as shall compensate the Counsel for the work satisfactorily completed, and accepted by the EDA, at the time of termination. If the EDA terminates this Counsel, Counsel shall withdraw its personnel and equipment, cease performance of any further work under this Counsel, and turn over to the EDA any work completed or in process for which payment has been made.

# SIGNATURE SHEET

*(Submit with Proposal)*

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the EDA and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the EDA as stated in Section 8.0 Paragraph 17 of this RFP, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the EDA. I understand that failure to disclose any potential conflict of interest is basis for disqualification of proposal.

I hereby certify that I am authorized to sign as a Representative for the Firm:

**Complete Legal Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Federal ID No.:** \_\_\_\_\_ **Telephone No.** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

# PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

RFP #20039-JS

Name of Firm/Offeror \_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of §2.2-4342F 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, including the section of the proposal in which it is contained, as well as the page number(s), and state the reasons 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. 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/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE



## ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

**ANTICOLLUSION CLAUSE:**

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U S C SECTION 1), SECTIONS 59 1-9 1 THROUGH 59 1-9 17 OR SECTIONS 59 1-68 6 THROUGH 59 1-68 8 OF THE CODE OF VIRGINIA

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE EDA HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID, AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID

**DRUG-FREE WORKPLACE:**

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'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 CONTRACTOR'S 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 CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE, AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, 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

**NONDISCRIMINATION CLAUSE:**

- 1 EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED
- 2 DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS
  - A THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE
  - B THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER
  - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION
  - D BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS 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

<b>Name and Address of Bidder:</b>	Date
	By
	Signature In Ink
	Printed Name
Telephone Number (    )	Title
Fax Phone Number (    )	
FIN/SSN#	

Is your firm a "minority" business?    Yes    No                      If yes, please indicate the "minority" classification below  
 African American    Hispanic American    American Indian    Eskimo    Asian American    Aleut  
 Other, Please Explain \_\_\_\_\_  
 Is your firm Woman Owned?    Yes    No    Is your firm a Small Business?    Yes    No

# PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID, FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID**

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC") Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted.

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

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

A \_\_\_\_\_ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_

B \_\_\_\_\_ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's identification Number issued to it by the SCC is \_\_\_\_\_

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

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Offeror/Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title