

REQUEST FOR PROPOSAL

RFP NUMBER: **21-01**

RFP SUBJECT: **MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY**

PROPOSALS SHOULD BE SUBMITTED TO:

Purchasing Agent
Town of Vienna – Vienna Town Hall
127 Center Street S
Vienna, Virginia 22180

OPTIONAL PRE-PROPOSAL

ZOOM MEETING: **OCTOBER 21, 2020 AT 10:00 AM**

SEALED PROPOSALS

DUE DATE AND TIME: **November 2, 2020 AT 11:00 AM**

**** ONE COMPLETE ELECTRONIC SUBMITTAL IS REQUESTED ****

All inquiries should be made, in writing, to Gina Gilpin, Purchasing Agent, at ggilpin@viennava.gov by **October 26, 2020 at 2:00 PM.**

In compliance with this Request For Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name & Address of Offeror:

_____ EEI/FIN: _____

Signature: _____ Title: _____

(Date)

Printed Name: _____

Phone: _____ Email: _____

ADVERTISEMENT

Sealed proposals will be received by the Town of Vienna, Virginia at the Purchasing Office, 127 Center Street, South, Vienna, Virginia 22180, for:

- **RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY**
- **Optional Pre-Proposal Zoom Meeting: October 21, 2020 at 10:00 AM (Link in RFP)**
- **Proposals Due: November 2, 2020 at 11:00 AM**

Copies of solicitations are available online at www.viennava.gov and from the Purchasing Agent at the above address or by calling (703) 255-6359, during normal business hours (8:00 AM - 4:30 PM), Monday-Friday.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION HEADING</u>	<u>PAGE NO.</u>
1	PURPOSE	1
2	BACKGROUND	2
3	SCOPE OF WORK	3
4	QUALIFICATION REQUIREMENTS	6
5	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	7
6	EVALUATION AND AWARD CRITERIA	9
7	AWARD OF CONTRACT	9
8	CONTRACT TERM	10
9	SPECIAL TERMS AND CONDITIONS	10
10	GENERAL TERMS AND CONDITIONS	14

PROPRIETARY INFORMATION FORM*

EXCEPTIONS TO RFP*

STATE CORPORATION COMMISSION FORM*

*RETURN THESE PAGES WITH YOUR PROPOSAL RESPONSE

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

SECTION 1. PURPOSE & OVERVIEW

The purpose of this Request for Proposal (RFP) is to establish a contract for a qualified consultant to provide services that support the Town of Vienna and the Town's economic development department. The consultant will perform a market study and develop an economic development strategy for the Town of Vienna. The project budget is \$100,000.

The market study and economic development strategy will serve as key resources for decision makers in executing and implementing impactful economic development activity and policy. Overall, the market study and economic development strategy should use current and projected economic, industry and real estate trends. Key objectives include:

- identifying programs or policies that can improve the performance of the core commercial areas within the Town;
- providing strategies and identifying challenges to the Town's competitiveness in attracting and retaining businesses;
- identifying current and potential / future business industries that align with the Town's competitive advantages and existing challenges;
- providing strategies and identifying challenges to decrease the Town's commercial vacancy rate;
- identifying a clear and dynamic job growth strategy as well as gaps and challenges for job creation in the Town;
- recommending strategic partnerships that would maximize and leverage economic growth;
- identifying specific real estate locations that can be used as economic generators and catalysts for targeted industry growth;
- identifying strategic place improvements; and
- creating an action plan to successfully market and promote the Town of Vienna as a place to do business for the current and future business climate.

The successful offeror should be innovative, data driven and position the Town to grow its commercial tax base and revenues, attract a dynamic workforce, and improve the quality of life for residents. In light of the COVID-19 health crisis, understanding the challenges of the existing business community and taking actionable and impactful steps to rebuild the local economy is vital. It will be required to research and clearly identify the best practices and actionable steps to best position the Town's economic development opportunities.

It is important to note that the Town awarded an RFP in July 2020, to Calfee Zoning—a consulting firm—to reorganize and update the Town's subdivision and commercial zoning ordinances, Chapters 17 and 18 of the Town Code.

The successful offeror for this RFP will also coordinate with Calfee Zoning to provide complete recommendations for an economic development strategy. The results of the market study will also inform the update to the commercial zoning districts, specifically the supply and demand analysis and future development potential by type including retail, office, etc.

SECTION 2. BACKGROUND

Located in Northern Virginia and approximately 14 miles from Washington D.C., the Town of Vienna is an incorporated town within Fairfax County—adjacent to Tysons Corner (Northeast), Oakton and Fairfax City (Southwest), Merrifield/Mosaic District (Southeast) and Reston (Northwest). The Town is 4.4 square miles and home to approximately 16,556 residents with a median household income of \$155,490.¹ In comparison, Fairfax County is 391 square miles with a population of more than 1.1 million and a median household income of \$122,227.²

Vienna is primarily a residential community with at least 71 percent of the land developed for residential purposes, excluding rights-of-way. The Town has approximately 3.5 million square feet of commercial and industrial space—60 percent is used for professional office space, 30 percent of the space is used for retail, and the remaining 10 percent is used for industrial purposes. Vienna is also home to a diverse business base serving independent retailers and even the nation’s largest credit union, Navy Federal Credit Union.

Transportation Assets

One major transportation asset is located adjacent to Town’s limits—the Vienna-Fairfax-GMU Metro Station. It is on the western terminal of the Metrorail Orange Line and is conveniently located one mile southeast of the Town’s major business corridors. The Greensboro Metro station is approx 1.5 miles from the Town limits, 2.5 miles from the center of Town.

Vienna is also in close proximity to three major airports within the Washington DC Metro area:

- Washington Dulles International Airport (8.5 miles away)
- Ronald Reagan Washington National Airport (18 miles away)
- Baltimore / Washington International Thurgood Marshall Airport (48 miles away)

History & Overview of Vienna’s Commercial Nodes

In the 1950s and 1960s, Maple Avenue—the main commercial corridor in Vienna—saw the rise of shopping centers. Almost twenty years ago, the Town completed a vision project for the Church Street corridor, adjacent to Maple Avenue.

The Church Street Commercial Corridor is parallel to Maple Avenue and primarily houses specialty shops; office buildings; a residential condominium complex; and a historic gift and museum shop and train caboose. Church Street is known for its traditional architecture and small-town “main street” feel. The vision project for Church Street and adopted guidelines over the last three decades for Maple Avenue has helped to drive development and the attraction of new restaurants and businesses.

In the proposal request for Fairfax County to support the creation and implementation of this RFP, Town staff indicated that as of October 2018, there were 68 vacant properties ranging from office suites to retail sites on Maple Avenue. In total there were 138 vacant spaces for the commercial and industrial

¹ U.S. Census Data [2018](#)

² U.S. Census Data [2018](#)

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

properties in Town, approximately a 13% vacancy rate. In 2019, the Town of Vienna created a strategic plan and identified economic development as an area that could be enhanced to help promote the Town as distinctive, dynamic, and vibrant. Specifically, a strategic objective was created to hire an economic development manager to help address commercial vacancies especially within the main commercial and industrial nodes on Maple Avenue, Church Street, Mill Street, and Follin Lane.

In November 2019, the Town of Vienna hired its first economic development manager—fulfilling one step of the Town’s strategic vision and goals within economic development. The successful offeror of this RFP will work closely with the economic development department on this project.

SECTION 3. SCOPE OF WORK

The Town of Vienna will retain a consultant for two main tasks: 1) to create a commercial market study and 2) to create an economic development strategy.

A. Review Relevant Town Reports & Documents

The successful offeror should be familiar with the following documents and use relevant information to inform the economic development strategy and market study. The following documents can be accessed on the Town’s website at: www.viennava.gov/econdevrfp, and are incorporated by reference.

- 2019 Town of Vienna Strategic Plan
- 2015 Town of Vienna Comprehensive Plan (Adopted May 2016; Amended February 2020)
- 2017 Urban Land Institute Technical Assistance Panel Report for the Town of Vienna
- 2019 Fairfax County Economic Development Support Fund Project Proposal
- 2020 Bond Funding Credit Presentation (Attachment)
- 2021 Capital Budget (Attachment)
- Town of Vienna Development Activity Map
- Town of Vienna Fiscal Year 2020-21 Adopted Budget

B. Provide an Updated and Complete Market Analysis – Identification of Current and Potential Economic Catalysts for Economic Growth

A successful market study will include qualitative and quantitative data and commercial analysis to display the core findings; appropriate metrics; as well as recommended milestones and resources. The analysis should include interviews with relevant stakeholders, recommendations, policy implications and short-term and long-term strategies and scenarios.

- Evaluate Current & Future Market Conditions / Performance
- Provide Information on Population Demographic Data & Evaluate Consumer Demand
- Evaluate Potential Economic Shifts & Current Commercial Market Activity (Supply / Demand)

C. Regional and Local Industry Dynamics and Assessment of Competitive Position Within the Local Economy

A successful market study will also include in-depth research identifying current and projected business industries that have the greatest potential to grow and thrive in Vienna currently and beyond the next ten years. As noted above, the Town awarded an RFP in July 2020, to Calfee Zoning—a land use planning consulting firm to clarify, simplify, reorganize, and update the Town’s subdivision and zoning ordinances,

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

Chapters 17 and 18 of the Town Code. The winning consultant for this RFP will need to work with Calfee Zoning and review how their work to assist the Town's subdivision and zoning code update would impact economic development goals and initiatives.

Given the growth of the Washington D.C. Metro and the Northern VA region over the last decade, it will be important to identify the competitive position that Vienna will play in major planned and future development projects in neighboring jurisdictions that have the potential to impact or become economic generators for the Town.

- Provide complete location analysis defining key local strengths for successful retail categories (including parking, visibility, density of potential customers, availability of commercial buildings, surrounding land uses).
- Understand the relative impact that the current industry mix has contributed to the Town's commercial and real estate development.
- Provide examples of future market opportunities in relevant categories of commercial, service retail, and light industrial businesses.
- Debrief the land use planning consulting team and review how the market study and economic development goals and initiatives will impact the Town's subdivision and zoning code update.

D. Analysis of Commercial Real Estate Development Activity & Trends in Local and Regional Economy

A successful market study should include a detailed analysis of relevant commercial development activity and trends in the Town and the Washington D.C. Metro and Northern VA regions—understanding how regional commercial activity may impact the Town of Vienna, socially and economically.

- Detail leasing activity/absorption, occupancy, rental rates and comparison with competitive submarkets outside of the Town of Vienna and provide vacancy rate targets.
- Evaluate market conditions (lease comps or sale price comps) for residential and office development in the Town of Vienna and neighboring jurisdictions within the Washington D.C. region.
- Evaluate impact of upcoming development projects in the Town of Vienna and other relevant communities and jurisdictions within the Washington D.C. region.
- Assess potential demand generated by additional commercial property types for various retail and business industries.
- Identify key location challenges for relevant commercial sectors including an evaluation of the development pipeline and long-range land use plans.

E. Provide a Market Driven Action Plan & Economic Development Strategy

A successful economic development strategy for the Town of Vienna will use market-driven data and findings to formulate an innovative action plan, make recommendations, and identify long and short terms strategies, tools and scenarios.

- Recommend best practices for stimulating economic development activity around key economic catalyst activities, projects and policy approaches.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

- Identify key industries for retention and recruitment for the next 5 to 10 years.
- Specify relevant activities, policy recommendations, relevant locations for commercial catalyst projects and business development programs (i.e. incentives, collaborations, partnerships, potential infrastructure investment, regulatory or land use recommendations, marketing, programmatic strategies).
- Specify key resources needed to execute strategy such as people, money, and time.
- Identify business development programs for attraction and retention of business including small businesses, nonprofits, and independent retailers.
- Assess and identify relevant and impactful Town actions for competitive market positioning (including but not limited to best practices for placemaking and brand management).
- Assess challenges facing current and future businesses in existing and new development projects within the Town and relevant communities / jurisdictions within the region.

F. Community Engagement Process

The Town's economic development manager will work closely with the successful offeror on this portion of the project. The process of developing the study and strategy should involve outreach to elected officials, staff and key stakeholder groups such as developers, business owners, property owners and select civic groups.

- The community engagement process will be defined with the Town's economic development manager and will include making presentations at Town Council meetings.
- The consultant will meet regularly with the economic development manager (and relevant staff) to update them on the process and hear feedback about the market study and economic development strategy.
- The project will include comprehensive stakeholder engagement including, at a minimum, one open house (for community input), in-person tour of the Town with relevant stakeholders, three small group meetings and one-on-one discussions with at least 15 to 20 businesses and relevant stakeholder groups.
- The consultant will also design surveys and focus group questions with Vienna business operators from various industries.

Overview of Deliverables

The scope of services must be approved by the economic development manager and include the following materials and tasks throughout the project:

- Project Kick-Off Meetings
- Preliminary Project Schedule & Completion Timeframes for Tasks
- Working Outline of All Documents to be Produced
- Interim Narrative Report on Market Study Scope of Work
- Economic Development Strategy Action Plan
- Meetings with Economic Development Team
- Stakeholder Presentations, Focus Groups & Community Engagement Meetings
- Meetings with Town Council (At minimum two work sessions and two meetings)
- Relevant GIS Data and Metadata Created by Consultant

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

- Descriptive Images Used Within Any Documents and Digital Presentations (All images should be clear of copyright issues.)

The final report for the market study and economic development strategy should include the following deliverables:

- Executive Summary
- Location Analysis
- Inventory of Existing Commercial Spaces by Type
- Town Policy and Regulation Analysis and Potential Impact on Economic Development Strategy
- Supply and Demand Analysis
- Fiscal Analysis of Potential Town and County Tax Revenue Implications
- Placemaking Strategy
- Business Attraction and Retention Strategy
- Action Plan for Implementation of Report Findings, Including identification of existing or recommended potential sources of funding (such as grants, abatements, incentives, etc.)

In addition, the successful offeror will prepare appropriate documents in a timely manner for the Town Council and public hearings and meetings. The winning bidder will also present findings and data to Town staff, businesses and the Town Council.

All raw data and meeting minutes should be provided in electronic form to the Town of Vienna. A draft of the report shall be submitted to the Town of Vienna's Economic Development Office and relevant stakeholders for review and comment before the final report is created and submitted.

The Town of Vienna also has the right to change the number of meetings. All Offerors submitting a proposal for this RFP shall provide a firm-fixed unit cost for each meeting in the Pricing Schedule included herein. The Town shall only be invoiced for the actual number of meetings that are held.

SECTION 4. QUALIFICATION REQUIREMENTS

To accomplish the key objectives of this RFP, the successful offeror should have expertise and experience in economic development research and planning, public policy analysis and development, economic analysis, fiscal and commercial real estate analysis as well as industry, workforce trends and analyses. Experience within the Washington DC Metro and the Northern Virginia Regions and other comparable jurisdictions throughout the nation is preferred.

In the proposal, the vendor shall provide the names, addresses and telephone numbers of at least three (3) other firms or local governments for whom this type of work has been performed in the past five (5) years.

An Optional Pre-Proposal Meeting will take place via Zoom on October 21, 2020 at 10:00 AM ET

Register in advance for this Zoom:

https://us02web.zoom.us/webinar/register/WN_63hYt1tiRISjz9eD-ivl_A

After registering, you will receive a confirmation email containing information about joining the webinar.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

While not mandatory, the purpose of this meeting is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Any changes resulting from this meeting will be issued in a written addendum to the solicitation.

The Town of Vienna will consider, in determining the qualifications of a bidder, its record in performance of any contracts for the services into which it may have entered with the Town or with other public bodies or corporations; and, the Town of Vienna expressly reserves the right to reject the bid of such bidder, if such record discloses that said bidder, in the opinion of the Town, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills, or has otherwise disregarded his obligations to subcontractors, suppliers or employees.

The Town of Vienna will make an investigation as to the ability of the bidder to perform the work. The Town of Vienna reserves the right to reject any bid, if the evidence submitted by, or investigation of bidder, fails to satisfy the Town that such bidder is properly qualified by experience and financial status to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

SECTION 5. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

1. General Requirements

RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. **All proposals shall be sent as an attachment to email to: ggilpin@viennava.gov.** The subject line must show the bid number and name. The Offeror shall make no other distribution of the proposal.

Proposal Preparation

- a. An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Procurement Division requiring prompt submission of missing information and/or giving lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Each copy of the proposal should be contained in a single PDF where practical. All documents submitted with the proposal should be contained in that single PDF.
- d. Ownership of all data, materials and documentation originated and prepared for the Owner pursuant to the RFP will belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act (FOIA). Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia FOIA; however, the Offeror must invoke the protections of Section 2.2-4342(D) of the Code of Virginia, in writing, on the form provided within this RFP (Reference page 18) either before or at the time the data or other material is submitted. As noted on the form, Offerors must specifically identify the data or materials to be protected and state

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

the reasons why protection is necessary. The Owner reserves the right to ask for additional clarification prior to establishing protection.

2. Specific Submittal Requirements

Proposals should be as thorough and detailed as possible so that the Evaluation Committee may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following as a complete proposal:

- a. RFP cover page, as well as any Addendums that may have been issued, signed and completed as required.
- b. Letter of interest outlining your background, areas of expertise, interest in this project, and a brief list of clients.
- c. Firm/Team information: Name, address, phone number, email for primary contact, number of professional staff members and list of their specialties of who will be assigned to work on the project, including years of experience in their respective fields. If more than one firm is part of the team, please show experience working with other team members/firms.
- d. Availability: A brief statement as to the availability of the key personnel responsible for the project and where the various aspects of work would be performed.
- e. Timeframe: Statement of anticipated time frame to complete each task as outlined in the Scope of Work. Provide report of prior experience in delivering services within the prescribed time frame.
- f. Statement of Qualifications: Provide a summary of the firm's/team's overall background, capabilities, experiences, and qualifications. Cite national experience drafting subdivision and zoning ordinances as well as experience working in Virginia and with similarly-sized jurisdictions.
- g. Understanding of the Project: Provide an overview of the consulting firm's/team's understanding and approach that will be utilized for this project, including critical issues that will need to be addressed in order to successfully complete this project.
- h. Examples of Work: Provide complete or partial examples of work similar in nature to this project.
- i. References: Provide three references that can speak to the firm's ability to perform the scope of work as listed in the RFP.
- j. Cost Proposal: Provide proposed cost for completion of the scope of work as listed in the RFP.

3. Oral Presentation

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Evaluation Committee. This will provide an opportunity for the offeror to clarify or elaborate on the proposal, but will in no way change the original proposal. The Purchasing Agent will schedule the date,

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

time and location of these presentations. Oral presentations are an option and may not be conducted. Therefore, proposals should be complete.

SECTION 6. EVALUATION CRITERIA

An Evaluation Committee will evaluate the proposals using the following criteria.

1. Technical Ability (60%)
 - a. Quality and Completeness of Proposal
 - b. Project Approach and Methodology
 - c. Strength of Proposal Team
 - d. Scope of Services
2. Past Performance (20 %)
 - a. Consultant Qualifications and Experience
 - b. References
 - c. Relevant Experience
3. Financial Proposal and Completion Date (20%)
 - a. Proposal Cost and Summary
 - b. Schedule for Completion

SECTION 7. AWARD OF CONTRACT

The Town of Vienna Evaluation Committee shall engage in individual discussions with two (2) or more of the Offerors deemed fully qualified by the Evaluation Committee. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff qualifications pertinent to the proposed project, as well as alternate concepts.

At the discussion stage, the Town may discuss non-binding estimates of total project costs including, but not limited to non-binding estimates of cost of services.

Proprietary information from competing Offerors shall not be disclosed to the public or to the competitors.

At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the Evaluation Committee shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed more meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

advantageous to the Town of Vienna can be negotiated at a price considered fair and reasonable, the Town Council shall be advised and make the award to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

Should the Evaluation Committee determine in writing that only one (1) offeror is fully qualified, or that one (1) offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The award will be made to the responsible Offeror whose proposal, conforming to the solicitation, is the most advantageous and represents the best value to the Town of Vienna, costs and other factors considered.

The Town, as a municipal corporation of the Commonwealth of Virginia, is obligated and bound by the terms of this Agreement only to the extent that funds are lawfully appropriated therefore and are allocated and available to pay its obligations hereunder. In the event that and at such time as funds have not been appropriated or are not allocated and available to pay the Town's obligations under this Agreement, then the Town shall not be liable for any obligation to pay for the services referred to in this Agreement.

It is expressly agreed and understood that the selected firm is in all respects an independent Contractor as to work and is in no respect any agent, servant, or employee of the Town. The contract specifies the work to be done by the firm, but the method to be employed to accomplish the work shall be the responsibility of the firm.

SECTION 8. CONTRACT TERM

The term of this contract shall be from the date of award until the project is completed.

SECTION 9. SPECIAL TERMS AND CONDITIONS

Precedence of Terms: In the event that there is a conflict between the General Terms and Conditions and any Special Terms and Conditions used in this section, the Special Terms and Conditions shall apply.

- A. Mandatory Use of Town Forms and Terms and Conditions: Failure to submit a proposal accompanied by the signed and dated Cover Sheet provided shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the Town of Vienna reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not such a proposal should be considered as non-responsive.

Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within three business (3) days before the closing of the RFP. Offerors are solely responsible for checking the Town website to ensure that they have the most current information regarding the RFP.

All addenda must be signed and submitted with your bid.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

- B. Ownership of Material: Ownership of all data, materials and documentation originated and prepared for the Town of Vienna pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets and 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 this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- C. Default: In case of failure to deliver services in accordance with the contract terms and conditions, the Town of Vienna, after due oral or written notice, may procure them from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
- D. Obligation of Offeror: By submitting a proposal, the offeror covenants and agrees that he has satisfied himself, from his own investigation of the conditions to be met, that he fully understands his obligation and that he will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- E. Withdrawal/Modification of Proposals: Proposals may be withdrawn or modified by written notice received from Offerors prior to the time fixed for proposal receipt.
- F. Receipt and Opening of Proposals: In the case of proposals received in response to a Request for Proposals, public openings are not required; however, if a public opening is held, only the names of the Offerors are read aloud.
- G. Qualifications of Offerors: The Town of Vienna may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work, and the offeror shall furnish to the Town of Vienna all such information and data for this purpose as may be requested. The Town of Vienna reserves the right to inspect the Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Town of Vienna further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Town that such offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- H. Debarment Status: By submitting their proposals, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- I. Cancellation of Contract: The Town of Vienna reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty upon ten (10) days written notice to the consultant. Any contract cancellation notice shall not relieve the consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

- J. Rights of the Town of Vienna: The Town of Vienna further reserves the right to request information relative to experience, reference and/or financial status of a firm.
- K. Conflict of Interest: The Offeror certifies that to the best of its knowledge no employee of the Owner nor any member thereof, nor any public agency or official affected by the proposal, has a pecuniary interest in the business of the Offeror, and that no person associated with the Offeror has any interest that would conflict in any manner with the performance of the proposal.
- L. Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the insurance coverage specified on the Insurance Checklist within ten (10) days of notification of award. Additionally, the Offeror certifies that it will maintain all required insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract the Owner reserves the right to require the Firm to furnish the certificates of insurance for coverage required to the Procurement Division.

Insurance Coverages and Limits Required:

- a. Worker's Compensation - Statutory requirements and benefits.
- b. Employers Liability - \$100,000.00
- c. General Liability - \$500,000.00 combined single limit. The Town of Vienna is to be named as an additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- d. Automobile Liability - \$500,000.00
- e. Professional Liability/Errors and Omissions Coverage - Proof of professional liability coverage must accompany the Consultant's written proposal.

Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, the Town reserves the right to require the consultant to furnish certificates of insurance for the coverage required.

The Town of Vienna, Virginia is to be named as an additional insured and this is to be so noted on Certificate of Insurance. The policy shall be delivered to the Town of Vienna PRIOR to the commencement of any work.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

A thirty (30) day written notice of cancellation or non-renewal shall be furnished by certified mail to the purchasing office at the address indicated on the solicitation.

- M. Ownership of documents: Any reports, studies, photographs, negatives or other documents prepared by the Offeror in the performance of its obligations under this contract shall be the exclusive property of the Owner, and all such materials shall be remitted, without restriction, to the Owner by the Offeror upon completion, termination or cancellation of the contract. Offeror shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of the Offeror's obligations under this contract without the prior written consent of the Owner.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

SECTION 10. GENERAL TERMS AND CONDITIONS

VENDOR: THE GENERAL TERMS AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A DEFINITE PART OF EACH FORMAL INVITATION FOR BID, REQUEST FOR PROPOSALS, PURCHASE ORDER AND/OR OTHER AWARD ISSUED BY THE TOWN OF VIENNA, VIRGINIA, UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION DOCUMENTS. BIDDERS/OFFERORS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING BIDS/PROPOSALS; FAILURE TO DO SO WILL BE AT THE BIDDERS/OFFERORS' OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

SUBJECT TO STATE, COUNTY AND LOCAL LAWS AND ALL RULES, REGULATIONS AND LIMITATIONS IMPOSED BY LEGISLATION OF THE FEDERAL GOVERNMENT, BIDS/PROPOSALS ON ALL SOLICITATIONS ISSUED BY THE PURCHASING OFFICE WILL BIND BIDDERS/OFFERORS TO APPLICABLE CONDITIONS AND REQUIREMENTS HEREIN SET FORTH UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

1. **CLARIFICATION OF TERMS:** If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the Purchasing Agent or the person whose name appears on the face of solicitation NO LATER THAN SEVEN (7) WORKING DAYS BEFORE opening/closing date. Any revisions to the solicitation will be made only by addendum issued by the Purchasing Agent.
2. **PREPARATION & SUBMISSION:** In order to be considered for selection, the bidder/offeror must submit a complete response to the Invitation For Bid/Request For Proposals. One (1) original and one (1) copy of each bid/proposal must be submitted on the Town of Vienna Bid/Proposal Forms provided. The bid/proposal shall be signed by an authorized representative of the bidders'/offerors' firm and delivered to the proper location by the time and date specified on the cover page.
3. **ENVELOPE IDENTIFICATION:** The signed bids must be returned in a sealed envelope and identified as follows: "SEALED BID", show the IFB number, IFB subject, opening time, opening date, and bidder's name and address. In the case of proposals, the signed proposal cover page and proposal must be returned in a sealed envelope, marked clearly on the outside "SEALED COMPETITIVE NEGOTIATION", show the RFP number, RFP subject, closing time, closing date, and offeror's name and address.

If a bid/proposal is mailed in an envelope, not identified as specified, the bidder/offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid/proposal to be disqualified. The Town reserves the right to declare such a bid/proposal as non-responsive. Bids/proposals may be hand delivered to the designated location.

4. **LATE BIDS/PROPOSALS:** LATE bids/proposals will be returned to bidder/offeror UNOPENED, if the IFB/RFP number and return address is shown on the envelope.
5. **QUOTATIONS TO BE F.O.B. DESTINATION:** Quote F.O.B. DESTINATION for all competitive sealed bids. If otherwise, show exact cost to deliver.
6. **PRICING ERRORS:** In case of an error in price extension, the firm fixed unit price shall govern.
7. **BID/PROPOSAL ACCEPTANCE PERIOD:** Bids shall be binding upon the bidder for sixty (60) days following the bid opening date. Proposals shall be binding upon the offeror for ninety (90) days following the proposal due date. Any bid/proposal on which the bidder/offeror shortens the acceptance period may be rejected.
8. **CORRECTION OR WITHDRAWAL OF BIDS AND CANCELLATION OF AWARDS UNDER COMPETITIVE SEALED BIDDING:** Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Town or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest remaining bid shall be deemed to be the low bid. If the Purchasing Agent, the Using Department, or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating his decision.
9. **TAX EXEMPTION:** The Town of Vienna is exempt from State Sales Tax and Federal Excise Tax. The Town's Federal Tax ID Number is 54-6001654. DO NOT INCLUDE TAX IN BID. Tax Exemption Certificate furnished by the Town of Vienna on request.
10. **USE OF BRAND NAME OR EQUAL:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders/offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the Town of Vienna, in its sole discretion, determines to be equal to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder/offeror is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalogs and technical details to enable the Town of Vienna to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder/offeror clearly indicates in its bid/proposal that the product offered is an "EQUAL" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
11. **SAMPLES:** Samples, if required, must be furnished free of expense to the Town of Vienna on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with the bidder's name and address, Town's request number and opening date. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.
12. **DELIVERY:** Bids must show number of days required to place material in using agency's receiving area under normal conditions. Proposal must show the number of days required to provide the services/reports as specified.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

Failure to state delivery time obligates bidder/offeror to complete delivery in fourteen (14) calendar days or as specified. A five (5) day difference in delivery promise may break a tie bid. An unrealistically short or long delivery promise may cause a bid/offer to be disregarded. Consistent failure to meet delivery promise without valid reason may cause removal from bid list. Delivery shall be made during normal working hours, 8:00 am to 4:30 pm Monday through Friday, unless prior approval for another time period has been obtained from Consignee.

13. **DEFAULT:** In case of failure to deliver goods/services in accordance with the contractual terms and conditions, the Town of Vienna, Virginia, after due oral or written notice, may procure them from other sources and hold the defaulting Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Town of Vienna may have.
14. **CONDITION OF ITEMS:** All items bid/proposed shall be new and in first class condition, including containers suitable for shipments and storage, unless otherwise indicated in bid invitation/proposal request. Verbal agreements to the contrary will not be recognized.
15. **SUBSTITUTIONS:** No substitutions or cancellations permitted without prior written approval by the Purchasing Agent.
16. **RIGHTS OF THE TOWN OF VIENNA:** The Town reserves the right to accept or reject all or any part of bids/proposals, waive minor technicalities/informalities and award the contract to the lowest responsive and responsible bidder or most qualified and best suited offeror to best serve the interest of the Town.
17. **ANTI-TRUST:** By entering into a contract, the bidder/offeror conveys, sells, assigns, and transfers to the Town of Vienna all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Town of Vienna under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for Anti-Trust violations.
18. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Town of Vienna, Virginia, its officers, agents, and employees from any claim, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor or any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using department or to failure of the using department to use the materials, goods or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered. The vendor agrees to protect the Town from claims involving infringement of patent or copyrights.
19. **TIE BIDS:** If there is a tie for low bid and all other considerations are equal, and if the public interest will not permit the delay of re-advertising for bids, the award shall be determined by drawing lots in public.
20. **PROHIBITION AS SUBCONTRACTORS UNDER COMPETITIVE SEALED BIDDING:** No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
21. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor, in whole or in part, without the prior written consent of the Town of Vienna, Virginia.
22. **CONTRACT DOCUMENTS:** The contract entered into by the parties shall consist of the Invitation For Bid/Request For Proposal, the signed bid/proposal submitted by the Contractor, the Town of Vienna's standard Purchase Order, the Mandatory/Special Specifications, Terms and Conditions, and the General Terms and Conditions, all of which shall be referred to collectively as the Contract Documents.

If the contractor has a standard contract form, this form shall be submitted with the bid/proposal submittal for the Town's review of its terms and conditions.

23. **LICENSE REQUIREMENT:** All firms doing business in the Town of Vienna are required to be organized or authorized to transact business in the Commonwealth of Virginia or include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Additionally all firms doing business in the Town of Vienna are required to be licensed in accordance with the Town's "Business, Professional and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in the Town are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Finance Department, Business License Office, Telephone number (703) 255-6321. The BPOL License number must be indicated on the submitted bid form.
24. **AWARD:** The contract shall be awarded to the lowest responsive and responsible bidder or the most qualified and best suited offeror.

The Town Council will award all contracts in the amount of thirty thousand dollars (\$30,000.00) or more.

The Purchasing Agent will award all contracts less than thirty-thousand dollars (\$30,000.00).

The Purchasing Agent shall sign all contract documents, with the exception of "Construction" contracts, and issue a purchase order to the successful bidder/offeror.

25. **METHOD OF PAYMENT:** Upon satisfactory delivery of the merchandise and/or satisfactory completion of the services, all invoices and statements shall reference the purchase order number and be submitted to:

Town of Vienna
ATTN: ACCOUNTS PAYABLE
127 Center St., S.
Vienna, VA 22180.

The prices and payments shall be full compensation for the labor, tools, equipment, transportation and all other incidentals necessary to complete the specified terms and conditions.

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

26. **ANTI-DISCRIMINATION:** By submitting their bids/proposals all bidders/offerors certify to the Town of Vienna that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, where applicable, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:
- In every contract over \$10,000.00 the provisions in A and B below apply:
- a. During the performance of this contract, the contractor agrees as follows:
- The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor, is an equal opportunity employer.
- 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.
- b. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.
27. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the Code of Virginia (1950), as amended, shall be applicable to all contracts solicited or entered into by the Town of Vienna. A copy of these provisions may be obtained from the Purchasing Agent upon written request.
- By submitting their bids/proposals, all bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
28. **CRIMINAL SANCTIONS:** The provisions referenced in Item 27 supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§ 18.2-498.1 et seq.), and Articles 2 (§§ 18.2-438 et seq.) and 3 (§§ 18.2-446 et seq.) of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.
29. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
30. **LABELING OF HAZARDOUS SUBSTANCES:** If the items or products requested by this solicitation are "Hazardous Substances" as defined by 10.1-1400 of the Code of Virginia (1950), as amended, 42 U.S.C. § 11001 et seq., or 42 U.S.C. § 9601 et seq., then the bidder/offeror, by submitting his bid/proposal, certifies and warrants that the items or products to be delivered under this contract shall be properly labeled as required by the foregoing sections and that by delivering the items or products that the bidder/offer does not violate any of the prohibitions of Sec. 10.1-1400 et seq., or the Code of Virginia or Title 15 U.S.C. Sec. 1263.
31. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) and descriptive literature shall be provided with the bid/proposal or delivered materials for each chemical and/or compound offered. Failure of the bidder/offeror to submit such data sheets may be cause for declaring the bid/proposal as non-responsive.
32. **DEBARMENT STATUS:** By submitting their bids, Bidders certify that they are not currently debarred by the Commonwealth of Virginia or any Political Subdivision from submitting bids on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
33. **COOPERATIVE PROCUREMENT:** As authorized in Section 2.2-4304 of the Code of Virginia this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

PROPRIETARY INFORMATION:

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. 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 Section 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 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 trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION

Section Title	Page Number	Reason(s) for Withholding from Disclosure

Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

NOTICE OF PROPRIETARY INFORMATION (CONTINUED):

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act, Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).

C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

Return this page

RFP 21-01 MARKET STUDY & ECONOMIC DEVELOPMENT STRATEGY

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 by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, 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 and 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

Return This Page