



REQUEST FOR PROPOSALS: #WTP 23-0222-001

**DESIGN FOR THE INSTALLATION AND
MODERNIZATION OF
HYDRAULIC FREIGHT ELEVATOR
FARMVILLE WATER TREATMENT PLANT
510 WATERWORKS ROAD
FARMVILLE, VIRGINIA**

**BID OPENING DATE: Thursday, April 13, 2023
@ 2:00 p.m.**

TOWN OF FARMVILLE CONTACTS:

**BILL CALDWELL, DEPUTY DIRECTOR PUBLIC WORKS, 434-392-3331
bc@farmvilleva.com**

**KIMBERLY THOMPSON, PURCHASING AGENT, 434-392-8465
kthompson@farmvilleva.com**

1. INTRODUCTION AND SCOPE OF WORK

1.1. INTRODUCTION

The purpose of this request is to solicit proposals from qualified consulting firms to provide services related to the installation and modernization of the freight elevator at the Farmville Water Treatment Plant, 510 Waterworks Road, Farmville, Virginia 23901.

1.2. SCOPE OF WORK

Provide all material, labor, equipment, fees, and insurance coverage to provide consulting services for the installation and modernization of the freight elevator, to include the following:

- All site surveys,
- Analysis of existing elevator equipment,
- Provide cost estimates for project and potential schedule,
- Preparation of project scope and budget,
- Preparation of bid package and bidding documents for project,
- Distribution of bid package to potential elevator contractors,
- Respond to requests for information and clarification from potential bidders,
- Coordination of pre-bid conference,
- Oversight of bidding process and award of contract (with Town approval),
- Minimum of four (4) onsite visits during the duration of the project (engineering information for bid packet, mid-point, and final inspection),
- Oversight of elevator contractor and entire modernization project (to include onsite inspections, required change orders, punch lists, etc.)

1.3. DATA, INFORMATION, AND SERVICES PROVIDED BY THE TOWN

The Town will provide the following information and data to the selected consultant as needed, and when such information and data is available:

Plans, specifications, and other construction documents from previous projects that may be applicable or beneficial to the required task.

- A. Other related reports, studies, assessments, and correspondence including:
 - i. Previous maintenance history (if available); and
 - ii. Any warranties or guarantees that may be applicable.

2. SOLICITATION INFORMATION

2.1. SUBMISSION OF OFFEROR QUESTIONS

All questions regarding this Solicitation: (i) shall be submitted in writing by email to the Purchasing Agent, at kthompson@farmvilleva.com and (ii) shall be received by **Thursday, April 6, 2023**. The solicitation number and title must be included in the subject line of the email. All questions received that do not comply with this paragraph will not be answered unless the Town, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents. The Town's responses to questions received will be issued via Addendum to this solicitation.

3. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

3.1. PROPOSAL PREPARATION

In order to provide each Offeror with an equal opportunity for consideration, adherence to a standardized Proposal format is required. Any Proposal submitted outside of the required format shall be cause for the Proposal to be rejected as non-responsive. All Proposals shall include material organized into sections as follows:

A. Technical Proposal

i. Executive Summary

A cover letter prepared on official business stationary signed by an individual authorized to bind the Offeror to its Proposal and shall include the contact information of an individual to whom the Town should direct correspondence. This section shall summarize the organizational structure, size of the business, and provide the business's date of organization and current principal and place of business, additional locations, and services offered – with emphasis on information related to this solicitation, history, vision, philosophy, and policies or plans for Diversity/Racial Equity and Sustainability.

ii. Demonstrated Understanding of the Requirement and Technical Approach

a. Discussion of the requirements as they are analyzed by the Offeror and proposed scope of work and associated tasks directly correlated to this solicitation.

b. Preliminary Work Plan that describes the phases into which the proposed project can be logically divided and performed and a realistic timeline for executing the plan that establishes beginning and completion dates for the project; and set forth any and all milestones.

1. Identify any meetings that will be required.

2. Offeror should clearly indicate responsibilities of the Town, if necessary; failure to do so shall signify that the Offeror assumes full responsibility for all tasks.

3. Offeror should also indicate its intent to use subcontractors for completion of any portion of this project.

c. Discussion of the Offeror's awareness of the potential difficulties in the completion of this undertaking and resolution strategies, as well as any alternative approaches.

iii. **Organizational and Staff Experience and Capabilities**

Offerors must describe their qualifications and experience in performing the work prescribed in this solicitation and include resumes of all staff proposed for this project. Include resumes of all staff proposed for this project.

iv. **References** – Offerors must provide at least three (3) customer references for projects of similar or related size and complexity. A reference sheet is provided in Attachment A of this solicitation.

B. **Cost Proposal**

Offerors shall submit a fully burdened cost proposal, outlining proposed staff and associated hourly rates, lump sum/task costs, etc.

C. **Required Forms**

I. This section of the Proposal shall include the following completed forms, blank copies of which are included in Attachment A:

- a. Addendum and Amendment Acknowledgement
- b. Offeror Statement
- c. Proof of Authority to Transact Business in Virginia
- d. Bidder Reference Form
- e. Certification of No Collusion

All documents and forms shall be completed in their entirety and be signed by an authorized or duly authorized representative of the Offeror.

3.2. **PROPOSAL SUBMISSION**

The Offeror shall submit its Proposal in accordance with and subject to the following instructions and conditions:

A. The Offeror shall submit its Proposal to the Procurement Division by email to kthompson@farmvilleva.com. The Proposal shall consist of:

- i. Technical proposal
- ii. Cost Proposal
- iii. Attachment A (Required Forms)

B. Proposals not received by the Submission Deadline of **Thursday, April 13, 2023, at 2:00 p.m.** shall be deemed non-responsive.

C. The Town shall assume no responsibility for delays or errors in the delivery of any Proposal.

D. The Offeror is strictly prohibited from submitting its Proposal by facsimile or by postal mail. The Offeror may not submit its Proposal to any email address other than the one provided at Section

3.2.A above. Offerors may not submit links to proposals. All Proposals submitted not in compliance with this Section shall be rejected as non-responsive and be removed from consideration.

- E. Offerors will receive a confirmation of receipt email with date and time stamp after proper submission of proposals.

4. EVALUATION CRITERIA AND SELECTION PROCESS

4.1. **AWARD**

Award of the Contract, if any, shall be to the Offeror whose Proposal is deemed by the Town to provide the best value, price and technical factors considered.

4.2. **SELECTION COMMITTEE**

The Town shall assign a committee comprised of personnel it considers to be stakeholders in the project to: review, evaluate and score all Proposals; conduct interviews, if required; and select and recommend the most qualified Offeror for the Contract award (“Selection Committee”).

4.3. **EVALUATION CRITERIA**

The Selection Committee will evaluate each Proposal on the following criteria:

- a. Demonstrated understanding of the requirement – 20 pts.
- b. Scope of work – 35 pts
- c. Qualifications, Experience and Capabilities – 20 pts
- d. Pricing – 25 pts.

4.4. **SELECTION PROCESS**

Below is the anticipated selection process for this Solicitation; however, the Town reserves the right, in its sole discretion, to modify this process as best may serve the interests of the Town.

A. Review for Responsiveness

Procurement shall perform an initial review of each Proposal to determine its responsiveness to the requirements set forth in this Solicitation. Following the initial review, the Purchasing Agent shall distribute all responsive Proposals to the Selection Committee to be evaluated and scored. Proposals determined to be nonresponsive shall not be distributed to the Selection Committee, subject to approval by the Town Manager and Purchasing Agent.

B. Evaluation and Scoring

The Selection Committee shall evaluate and score each responsive Proposal to determine the responsibility of the respective Offeror to perform the Services and to establish a list of the highest-ranking Offerors or identify the best value Proposal.

C. Interviews

Following the evaluation and scoring of all responsive Proposals, the Selection Committee may require an interview with the highest-ranking Offerors, each of whom may be required to make a presentation. Following interviews, if any, the Selection Committee will score each Offeror interviewed on their interview and make a recommendation of tentative award to the Town Manager or Designee. Formal award may be contingent on the approval by Town Council. The Town reserves the right to require any Offeror to make a presentation in order to substantiate the qualifications and/or abilities of the Offeror to perform under the Contract.

5. NOTICE TO OFFERORS

5.1. DISCLAIMER

This is a Solicitation only. It is not a contract. The Town shall assume no obligation to pay or reimburse any Person for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All Proposals submitted to and accepted by the Town shall become the exclusive property of the Town and shall not be returned. The Town reserves the right to reject any or all Proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the Town. The Town is under no obligation to any Offeror until a contract is executed for the Services described herein.

5.2. ACCEPTANCE

The submission of a Proposal shall constitute acknowledgement and acceptance by the Offeror of the requirements, specifications and terms and conditions specified herein.

5.3. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS

The Town is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. Any and all Solicitation Documents obtained from any source other than the Town may be incomplete or incorrect. The Town assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the Town. Any and all Solicitation Documents shall be posted on the Procurement Webpage.

6. SOLICITATION TERMS AND CONDITIONS

The following terms and conditions shall apply to this Solicitation:

6.1. ACCEPTANCE AND REJECTION OF PROPOSALS

The Town reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the Town. The Town may reject the Proposal of any Offeror in arrears or in default to the Town on any contract, debt, or other obligation.

6.2. ACCURATE INFORMATION

The Offeror certifies that all information provided or to be provided to the Town is true and correct and may be relied upon by the Town in awarding the Contract. Any false and/or misleading information is cause for the Town to reject the Offeror's Proposal or to terminate the Contract if awarded to the Offeror. Such rejection or termination shall relieve the Town of any direct or consequential damages or costs incurred by the Offeror.

6.3. ADDENDA AND AMENDMENTS

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. All written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Offeror to inquire about and obtain all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

6.4. ALTERNATE PROPOSALS

The Offeror is expected to clearly respond to the requirements set forth in this Solicitation. All alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

6.5. BINDING PROPOSAL

All Proposals shall remain binding for 180 calendar days following the Submission Deadline. Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until either such time as an award is made or proper notice is given to the Town by an Offeror of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the Town at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

6.6. CONFIDENTIALITY

A. The Town agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Offeror in strictest confidence. The Offeror shall specify in writing to the Town the information and/or material the Offeror deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered a trade secret and/or confidential.

B. The Offeror agrees that all knowledge and information it may receive from the Town or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the Town Manager. This confidentiality provision shall also apply to any information, activity, or record designated by the Town as being "confidential" or "privileged".

6.7. CONTRACT AWARD

A. It is the intent of the Town to award the Contract to one (1) Offeror. The Town reserves the right to award the Contract to multiple Offerors and/or to award the Contract in whole or in part. Award shall be to the Responsible Offeror that submits the Lowest Responsive Proposal. If for any reason, through no fault of the Town, the Contract is not executed within thirty (30) days of formal award, the Town may withdraw the award and award to the Responsible Offeror that submitted the next Lowest Responsive Proposal or solicit new Proposals.

B. In the event the Town receives only one (1) Proposal in response to this Solicitation, the Town reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Offeror that submitted the Proposal.

6.8. ERRORS IN PROPOSALS

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written consent of the Town and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

6.9. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION

Multiple Proposals submitted in response to this Solicitation by any Offeror under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Offeror has interest in more than one (1) Proposal for this Solicitation, both as the Offeror and as a subcontractor for another Offeror, shall result in the rejection of all Proposals in which the Offeror has interest and disqualify the Offeror from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Offerors. The Town may reject all Proposals if reasonable cause exists for believing that collusion exists among Offerors.

6.10. LATE PROPOSALS

It is the responsibility of the Offeror to ensure the delivery of its Proposal by the Submission Deadline and to the location specified in Section 3.2 of this Solicitation. All Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or postal mail is strictly prohibited; all Proposals submitted as such shall be rejected as non-responsive. The Town assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. All Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

6.11. MODIFICATIONS TO PROPOSALS

The Offeror may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The Town shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

6.12. OPTIONAL GOODS AND/OR SERVICES

The Town reserves the right to request and evaluate optional goods and/or services, which may be in the best interests of the Town, and to negotiate the price of such goods and/or services with the successful Offeror or with another Offeror, whichever is determined to be the most advantageous to the Town. While pricing for optional goods and/or services may be requested in this Solicitation, the Town is under no obligation to consider such optional goods and/or services when selecting the successful Offeror unless otherwise stated.

6.13. SOLICITATION DOCUMENTS

The Offeror is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Offeror shall make an inquiry as to such meaning and/or intent. The failure of the Offeror to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Offeror of its obligations under the Contract, if awarded to the Offeror. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Offeror fully understands everything in the Solicitation Documents.

7. GENERAL TERMS AND CONDITIONS:

7.1. APPLICABLE LAWS:

This solicitation and the resulting contract for the successful offeror 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 County of Prince Edward, Virginia. The contract entered by the successful offeror will include all terms of this RFP. The Offeror shall comply with all applicable federal, state and local laws, rules and regulations. All General Terms and Conditions spelled out herein will be included in the contract awarded to the successful offeror.

7.2. DRUG-FREE WORKPLACE:

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the offeror'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 offeror that the offeror maintains a drug-free workplace; and (iv) 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 subcontractor 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 an offeror, 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.

7.3. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The offeror shall identify any actual or potential conflicts of interest that exist, or which may arise if the offeror is recommended for award and propose how such conflicts might be resolved.

By his/her signature on the proposal documents submitted, each offeror attests that his/her agents and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the offeror, or themselves, to obtain information that would give the offeror an unfair advantage over others, nor has he/she colluded with anyone for and on behalf of the offeror, or itself, to gain any favoritism in the award of this request for proposal.

7.4 CLARIFICATION OF TERMS:

If any prospective offeror has questions about any specifications or other solicitation documents, the prospective offeror should contact the Town's representative whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by written addendum issued by the Town.

7.5 QUALIFICATIONS OF OFFERORS:

The Town may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Town all such information and data for this purpose as may be requested. The Town reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Town 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 provide the services and/or furnish the goods contemplated therein.

7.6 INSURANCE:

By signing and submitting a proposal under this solicitation, the offeror certifies that they have purchased and will maintain in force, at his own expense, such insurance as will protect him from claims which may arise out of or from the offeror's execution of the work, whether such execution be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Offeror and Town, from any and all claims for personal injury and property damage resulting by any action or inaction on the part of the Offeror, his agents, servants and employees. The Offeror shall furnish insurance from companies and in a form acceptable to the Town's Attorney and shall require and show evidence of insurance coverage on behalf of any subcontractor, before entering into any agreement to sublet any part of the work to be done under this Contract.

7.7 ANNOUNCEMENT OF AWARD:

Prior to final award the Town reserves the right to request additional information and clarification of the proposal package on an individual basis. Upon the award or the announcement of the decision to award a contract, the Town will inform in writing, for the offerors(s) who submitted proposals, of the Town's decision.

7.8 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the Town shall be bound hereunder only to the extent that funds are annually appropriated for the contract by the Town Council.

7.9 WITHDRAWAL OR MODIFICATION OF PROPOSALS:

Proposals may be withdrawn or modified by written notice received from offeror prior to the deadline fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him/her on the face of the proposal. Written modifications may be made on a separate document. Written modifications, whether the original is delivered, or transmitted by facsimile, must be signed by the person making the modification or withdrawal. All withdrawal or modifications shall be done according to State law.

7.10 RECEIPT AND OPENING OF PROPOSALS:

It is the responsibility of the offeror to assure that his/her proposal is delivered to the place designated for receipt of proposals and prior to the time set for receipt of proposals. Proposals received after the time designated for receipt of proposals will not be considered.

7.11 PROPOSAL ACCEPTANCE PERIOD:

No proposal may be withdrawn after the scheduled closing time for receipt of proposals for ninety (90) calendar days, except as provided in Section 2.2-4330(A)(i), Code of Virginia, which states the offeror shall give notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure. Any withdrawal request made to the Purchasing Agent must be accompanied by offeror's original work papers, or such request will be rejected. In order for work

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(434) 392-3333 – office
Email: kthompson@farmvilleva.com

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papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to Code of Virginia, subdivision F of 2.2-4342, an offeror must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.24342-(F) is necessary.

7.12 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of Virginia Code §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states 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. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. *One hard copy marked "ORIGINAL LESS PROPRIETARY DOCUMENTS" shall be submitted with proposals.*

8. ATTACHMENTS AND EXHIBITS

Attachment A – Required Forms

ATTACHMENT A

TOWN OF FARMVILLE
116 NORTH MAIN STREET, POST OFFICE DRAWER 368
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Addendum and Amendment Acknowledgment

Please complete this form in its entirety and include it with your Bid/Proposal.

Name of Entity: _____

Street Address: _____

City, State & Zip Code: _____, _____ _____

ADDENDUM/AMENDMENT ACKNOWLEDGMENT

1. Addendum / Amendment No: _____ Date of Issuance: _____
2. Addendum / Amendment No: _____ Date of Issuance: _____
3. Addendum / Amendment No: _____ Date of Issuance: _____
4. Addendum / Amendment No: _____ Date of Issuance: _____
5. Addendum / Amendment No: _____ Date of Issuance: _____

I hereby acknowledge receipt of the addendum(s) and/or amendment(s) listed herein and attests that all requirements stated therein have been incorporated into my Bid Proposal.

Signature Title Date

Printed Name

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OFFEROR STATEMENT

Undersigned Offeror hereby certifies that he/she has carefully examined all conditions and specifications of this Request for Proposal and hereby submits this proposal pursuant to such instructions.

Type or Print Name & Title of Authorized Person

Signature of Authorized Person Submitting Proposal

Date

SUBSCRIBED AND SWORN to before me by the above named _____ on the ____ day of _____, 2021.

Notary Public in and for the State of _____

My commission expires: _____

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

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PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror 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 bid/ proposal the identification number issued to it by the State Corporation Commission (“SCC”). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror 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 Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the Town of Farmville, 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. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

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

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

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

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

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

Legal Name of Bidder/Offeror

Date

Authorized Signature

PLEASE RETURN THIS PAGE WITH BID SUBMISSION

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Bidder References Form

Please complete this form in its entirety and include it with your Bid/Proposal. The Town reserves the right to reject Bid/Proposals from any Bidder/Offeror that does not meet the minimum qualifications. The Bidder shall be competent and experienced with an established reputation within the community performing the type of work required under the Solicitation and subsequent contract.

Name of Bidder: _____

Street Address _____

City, State & Zip Code _____, _____ _____

Provide contact information for three customers for which the Bidder/Offeror completed projects within the last five (5) years that were similar in size and scope to the Services under the Solicitation.

1. REFERENCE	
Name(Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Project:	
Location of Project:	
Project Period (in days):	
Project Completion Date:	

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Scope/Description of Work:

2. REFERENCE

Name(Business):	
Address:	
Name of Contact:	
Contact's Phone Number:	Contract Sum:
Type of Project:	
Location of Project:	
Project Period (in days):	
Project Completion Date:	

Scope/Description of Work:

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3. REFERENCE

Name(Business):		
Address:		
Name of Contact:		
Contact's Phone Number:		Contract Sum:
Type of Project:		
Location of Project:		
Project Period (in days):		
Project Completion Date:		
Scope/Description of Work:		

TOWN OF FARMVILLE
116 NORTH MAIN STREET, POST OFFICE DRAWER 368
FARMVILLE, VIRGINIA 23901
Kimberly W. Thompson, Purchasing Agent
(434) 392-3333 – office
Email: kthompson@farmvilleva.com

February 22, 2023

RFP #WTP 23-0222-001

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and bid to which this Certification of No Collusion is attached that:

This bid is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this bid the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 et seq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT:

STATE OF VIRGINIA

_____, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

& 18.2-498.4. Duty to provide certified statement:

The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

Any person required to submit a certified statement as provided in paragraph A, above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472) a false statement shall be guilty of a Class 6 felony. (1980, c.472)

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