



REQUEST FOR
PROPOSAL

RFP #325-26-YE

OSP LOCATION AND
MAINTENANCE SERVICES

June 16, 2026

REQUEST FOR PROPOSAL (RFP)

Issue Date: June 16, 2026
RFP# 325-26-YE
Title: OSP Location and Maintenance Services
Issuing Agency: City of Portsmouth
Purchasing Office 801 Crawford Street,
5th Floor Portsmouth, VA 23704

NOTE: Offeror is required to complete enclosed W-9 form and return with response .

Initial Period of contract: From **Date of Award** Through **Three Years** (*Renewable for 3 (3) two-year periods).

Electronic Proposals only, paper proposals will not be accepted. Electronic proposals will be accepted on eVa the Commonwealth of Virginia e-procurement site until **Monday July 13th2026, at 2:00 P.M. EST.**

The deadline for questions will be Thursday June 25th, 2026@4:00pm to be submitted to Yashica Edwards. All inquiries for information should be directed to Contract Specialist Yashica Edwards via email at edwardsy@portsmouthva.gov and CC city_purchasing@portsmouthva.gov

In Compliance with This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

* Virginia Contractor License No. _____ *DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address Of Firm:

_____ Zip Code: _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____

EVA Vendor ID or DUNS number _____ Phone: (____) _____
Fax Number: (____) _____

E-mail: _____

PREPROPOSAL CONFERENCE: N / A

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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COMPANY W-9

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I. PURPOSE

The purpose of this Request for Proposals (RFP) by the City of Portsmouth (City) is to solicit sealed proposals from qualified vendors (Offerors) to establish a contract through the use of Competitive Negotiations per City Code 12-276, for outside plant (OSP) Operations and Maintenance and utility locating services for the physical cable path and cable plant that connect the new municipal fiber network consisting of fifty two (52) miles of fiber and connecting sixty-seven (67) community anchor institutions and three (3) internet points of presence.

II. PROJECT INFORMATION

The City of Portsmouth, VA, is currently finishing the construction of an outside plant (OSP) for a City-owned fiber-optic network, including connections to Community Anchor Institutions (CAI) and internet points-of-presence (POPs) within the City. The design expects approximately 52 miles of 288-strand fiber to be constructed along a backbone, connecting main City of Portsmouth data center facilities to the internet POPs. Connections to sixty-seven (67) CAI sites and 3 POPs will be made from the backbone to each CAI, using 48-, 24-, or 12-strand lateral connections. Forty-seven (47) of these CAI sites must have their fiber connections and terminations verified, with the remaining twenty (20) requiring new construction. This document defines the scope for Outside Plant (OSP) Operations and Maintenance (O&M) for the physical infrastructure and will serve as an RFP for Operations and Maintenance of the City of Portsmouth newly constructed fiber network.

III. STATEMENT OF NEEDS

A. GENERAL REQUIREMENTS

1. Outside Plant (OSP) Operations and Maintenance Requirements

The City is soliciting a company to provide maintenance, operation utility locating and restoration services for its newly constructed network. These locations include emergency services and public safety installations, such as Police and Fire Stations, where the City's response to any system interruption is critical. In addition, many locations present a variety of configuration requirements. The Contractor will be required to provide first time consultation on Operations and Maintenance O&M services offerings.

2. Work Orders

- a. The City will issue Work Orders for new services, changes to existing services, and requests for termination of existing services. Work Orders will be issued and agreed to on a "Fixed Fee Basis" or a "Time and Materials Basis" which will contain a Not to Exceed amount.

- b. Typical new service Work Orders will include mounting of hardware (patch panels, termination units), installation of drop conduit and drop fiber, pulling drop fiber in existing conduit, pulling riser conduit and fiber, and any required fusion splicing and termination necessary to provision a service from a Portsmouth service facility to an end user. Location services will be on an annual agreement and billed at a monthly rate for all 52 miles of the network.
- c. Other service orders may involve high count fiber optic splicing, backbone conduit and fiber installation, emergency restoration services, and other inside plant work. Moves, changes, or termination of service may require a work order for removing existing infrastructure or facilities

3. **Complete and Timely Installation**

The Contractor will be responsible for the complete and timely installation of all outside plant fiber optic cables and connectors. The City reserves the right to bid out larger maintenance or work orders as separate projects.

4. **Locating Services**

The Contractor shall include pricing for utility locating services for the entire fiber network. The required services include the monitoring of a centralized call system for locate tickets, review of tickets to verify if facilities need to be marked, and responding accordingly in the portal within the required 48-hour response time. Pricing can be submitted as either a monthly rate or cost per locate ticket. If the Contractor chooses a “Fixed Fee” arrangement, a certain number of locates must be covered every month, agreed upon by both parties, with additional locates subject to a price per ticket. For price per ticket, vendors must provide cost for clearing tickets that do not need to be marked, emergency response tickets, as well as a rates for tickets that need to be marked. If awarded, the contractor shall provide adequate resources to cover all locates on the network, and shall include locating equipment, laptops, vehicles and all necessary tools and equipment to successfully complete this function.

Please see graph below:

Year	Tickets
2021	4,246
2022	4,207
2023	3,795
2024	3,880
2025	4,315

5. **Restoration Services**

- a. Periodically the City will issue Emergency Service Restoration Work Orders for restoration of services. The Contractor shall acknowledge receipt of such work orders within thirty (30) minutes and have staff on site within two (2) hours after notification. Such service shall be provided on 24/7/365 basis. The contractor shall comply with Va. Code § 56-265.14 *et seq.*, including policies and procedures using Virginia 811 and MISS UTILITY. The Contractor shall also work with the City to ensure access to Polaris Workforce for ticketing. A “Post-Incident Report” is required after every emergency restoration work order, detailing cause of the incident, and associated OTDR traces of the repair, as well as photos of the final site restoration.
- b. A service phone number must be available for 24-hour calling and an escalation procedure must be provided within the response. The escalation procedure should include capabilities with response times, provisioning and service order resolution, the trouble reporting method, first response time, callout procedures with contact names and telephone numbers, and any other relevant information.
- c. Due to the redundant nature of the Portsmouth network not all fiber cuts will require an emergency restoration and for all service restoration Work Orders the City will attempt to have initial debugging completed, and for a major trunk failure will have priority assigned for cut fiber.
- d. Service restoration work orders may include troubleshooting, emergency conduit repair, vault installations, pulling fiber cable, low and high-count splicing, and surface restoration.

6. **Warranty and Workmanship**

- a. All material and workmanship shall be subject to inspection, examination and test by the City at any time during this contract. The City shall have the right to reject defective material and workmanship or require their correction at no cost to the City as described in the guarantee below.
- b. Guarantee. All materials furnished by the Contractor, and all fabrication and installation involved in this project are hereby guaranteed by the Contractor to be free from defects owing to faulty materials or workmanship for a period of one (1) year after date of project completion. All Work that proves defective, by reason of faulty material or workmanship within said period of one year, shall be replaced by the Contractor free of cost to the City. This also applies to work that is identified after the initial one (1) year period that is proven to not adhere to the standards or collaboratively agreed upon exceptions as defined in Article IV, Infrastructure Characteristics, below. These guarantees shall not operate as a waiver of any of the City's rights and

remedies for default under or breach of the Contract which rights and remedies may be exercised at any time within the period of any applicable statute of limitations.

7. **Documentation**

- a. The Contractor shall deliver this supporting documentation to the City as work is completed. The form of delivery will be determined in final conversations with the City and may be in paper form, in electronic form, or both.
- b. Documentation shall include but is not limited to:
 - i. As-Built with offsets, as described in more detail below.
 - ii. OTDR Pass/Fail Test results, Fiber Traces/ .Sor files Power meter reading.
 - iii. Depths, fiber sequentials.
 - iv. Placement locations.
 - v. OSP coordinates.
 - vi. Photos of splice trays, bore logs, test results and permit closeout documentation.
- c. As-Builts. As-builts shall be provided by the Contractor to the City in an electronic format with all construction notes and geo-spatially correct measurements (verified by GPS). As-builts shall be to legible scale. As-builts will include cadastral boundaries to include right of ways and planimetric boundaries that include edge of pavement. A Portsmouth base map can be provided upon request. As-builts shall be provided to Portsmouth's designated representative, incorporating any changes made during or after construction. Pre-final As-builts may be requested by the City at any time; in such a case that the most current version is ready, the Contractor must provide the requested files at most five (5) business days from the date of the request. As-builts must be shared in the following electronic formats: .DWG (or other CAD compatible format), .PDF, and properly attributed .KMZ and ESRI shapefiles. Final As-builts shall be completed only after all Fiber-Optic cables in said project have been fully installed and tested, and tests have been accepted by Portsmouth's designated representative prior to project closeout. Records must delineate dark and leased fiber paths, along with all associated information to facilitate quick troubleshooting for third parties. If the City adopts a Fiber Record Management platform during the period of performance of this contract, the Contractor must make arrangements to

follow all data collection procedures outlined by the City to ensure interoperability.

d. Ownership of Documents:

- i. All documents prepared by the Contractor for use by the City, upon the Contractor's receipt of payment therefore, shall become the property of the City. It is understood the City is the Owner of all drawings, specifications and other documents prepared by the Contractor for use in accordance with the terms of this solicitation and the resulting contract. The City retains the right to use all drawings, specifications and other documents without prior written agreement of the Contractor. Any use of these drawings, specifications and other documents shall be at the City's sole determination and without liability to the Contractor.
- ii. Except as otherwise specifically provided for in this solicitation and resulting contract, the Contractor shall not use for purposes other than the performance of the contract, nor shall the Contractor release, reproduce, distribute, or publish or permit third parties the right to publish or produce on its behalf any depictions, photographs, illustrations, renderings or other representations as designed, in whole or in part, produced in the performance of the contract, nor authorize others to do so, without prior written permission of the City.
- iii. Upon termination of the contract, the Contractor will return all property and materials that belong to the City of Portsmouth be returned not later than thirty (30) days after the termination date of the Contract.

B. SPECIFIC REQUIREMENTS

1. **Local Staff**

The Contractor must have local, full-time employees who are qualified to provide technical support for fiber optic cable, splicing, and equipment and services purchased by the City from the vendor.

2. **Business Office**

The Contractor shall have a fully staffed business office, which includes, at a minimum, one (1) person to answer service calls and operational questions and two (2) technical employees. During normal business hours, the phone must be answered by office staff. After-hours telephone answering may be automated if an escalation call list to bypass it has been provided by the company. (In addition, the Contractor must give the trouble escalation schedule in terms of who handles

the problem at each level of the escalation and the length of time spent at each level before further escalation is required.)

3. **Full-Service Coverage**

The Contractor agrees to provide normal service between 7:00AM and 5:00 PM Monday through Friday, excluding City holidays. The Contractor further agrees to provide emergency service 24 hours a day, 7 days a week. Emergency service means "resolving problems that occur that interfere with the normal operation of the City's business and the fiber network."

4. **Timely Response**

The Contractor agrees to provide four-hour response time for normal service requirements during business hours and 30-minute acknowledgment, two-hour response (on-site), 24 hours a day, 7 days a week, for emergency restoration service.

5. **Service Level Agreement (SLA)**

The Offeror shall provide a comprehensive draft Service Level Agreement (SLA) as part of their proposal. This document must define the performance metrics and guarantees for all services described in this Statement of Needs, including:

- a. **Mean Time to Acknowledge (MTTA):** Guaranteed timeframes for acknowledging tickets and arriving on-site for both Emergency and Non-Emergency Work Orders.
- b. **Mean Time to Repair (MTTR):** Target timeframes for achieving temporary restoration (e.g., within 4 hours of arrival) and permanent repair, as well as time between communication per severity level.
- c. **Locate Accuracy and Timeliness:** Performance guarantees for Virginia 811 ticket response and marking accuracy.
- d. **Reporting and Escalation:** A detailed hierarchy of notification for service-affecting events, including 24/7/365 contact information.
- e. **Credits and Penalties:** A proposed schedule of service credits or liquidated damages applicable if the Contractor fails to meet the guaranteed response or restoration windows.

A final version of this SLA will be negotiated upon award and included in the final contract.

6. **Dispatch Number**

The Contractor must provide a service dispatch number answered 24 hours a day, 7 days a week.

7. **Qualified Employees/ Technicians**

The Contractor shall be adequately staffed to provide the requested services, including employees who are OSP Certified and/or have a minimum of ten (10) years' experience with outside plant cabling. The City reserves the right to request verification at any time throughout the term of this contract.

8. **Adequate Parts Inventory**

The Contractor must maintain a spare parts inventory that will allow the vendor to meet maintenance requirements specified under the contract. The City reserves the right to request verification of the parts inventory at any time throughout the term of the contract, including quantity of each specific component.

9. **Additions and Changes, Per-Hour Labor and Site Visit Charge**

During the period of this contract, the City may require cable maintenance or moves on previously installed cable. The Contractor shall provide cost estimates of the per-hour labor charge on this type of service and minimum charge for a site visit.

10. **Service Out of Business Hours, Per-Hour Labor and Site Visit Charge**

The City maintains a comprehensive public safety network on a 24-hours-a-day, 7-days-a-week operations. Service for this network is essential to the operation of the City and service may occur outside of normal working hours. The Contractor should be prepared to respond to such requests.

IV. INFRASTRUCTURE CHARACTERISTICS

A. O&M INFRASTRUCTURE STANDARDS

These guidelines identify and define the requirements and policies for installation, restoration and maintenance of broadband infrastructure and substructure for this service. All local, state, and federal requirements still apply.

The Infrastructure Standards are based upon the code requirements and telecommunications industry standards contained in the following guidelines. These guidelines will not duplicate the information contained in those references, except where necessary to provide guidance, clarification, or direction.

In instances where several technical alternatives may be available to provide a solution, these guidelines will identify the preferred solution to meet the City's needs. However, each facility and project is unique. These guidelines will differentiate certain approaches and solutions to be applied to new construction versus existing facilities, and several types of facilities. However, designers and installers shall always use sound judgment to comply with the requirements of the codes and standards identified in this section. Any installations with alternative methods or variations shall be discussed and approved by the City prior to implementation.

B. RESTORATION INSTALLATION STANDARDS

1. Governing DOT Indexes and regulations should be used as well as all applicable codes in force.
2. **Conduit**
 - a. Conduit Placement. The conduit shall be placed at an offset from the roadway that meets the governing DOT regulations and Indexes, while still staying within the right-of-way (ROW). If this cannot be accomplished, please raise issue to Portsmouth liaison.
 - b. Depth (Minimum / Maximum). The conduit used as the primary carrier of the fiber optic cable should be buried no less than 36" and 60 inches when crossing a road except where permit authority requires otherwise or directed in writing by the Project Engineer on behalf of Portsmouth.
 - c. Conduit Type/ Inner Duct Type. Buried Conduit shall meet the specification as indicated in this solicitation. All couplers must be press-on or screw-on aluminum of carbon quality or approved alternative.
 - d. Conduit Turns & Transitions. All conduit turns shall be made with wide radius bends or sweeps. At no time shall 90-degree bends be utilized in the outside plant arena, unless it is already existing conduit, and approved by Portsmouth. Exceptions may be made to this rule for work inside of buildings.
 - e. Marker Posts. Marker posts will display the Portsmouth Logo and will be marked "Underground Fiber Cable."
 - f. Conduit Entering Hand Holes/Man Holes. All conduits should be stubbed up underneath the bottom of each manhole/hand hole leaving at least 8" but no more than 12" of visible conduit exposed. Conduit and inner ducts should be capped until use, after use they should be plugged appropriately to maintain the integrity of the conduit/inner duct from dirt and water. All conduits and inner ducts should be cleared and cleaned prior to capping. All ducts should be proofed and sealed using physical duct plugs.

g. Locate Information. All splice points, vaults/hand hole/manhole/conduit turns of 45 degrees or greater should receive a GPS coordinate that is marked and labeled back onto the as-built drawings. Locate accuracy and marking standards should be in compliance with the **Virginia Underground Utility Damage Prevention Act**.

h. Building Entrances. All building entrances should be checked and approved with the Portsmouth Project liaison. Preference is given in the following order (but dictated by the facility itself) core drilling and bringing conduit up through the floor, utilizing existing conduit to enter the building, bringing conduit up the outside of a facility, attaching a pull box to the exterior of said building and entering through the wall of the building. Proper accommodations must be made if it is determined that a facility requires dual-entry points.

i. Hand Holes.

All boxes utilized **MUST** meet the DOT applicable Indexes and be on the DOT approved equipment list. All boxes shall be a minimum Tier 15 and have a marker embedded in the lid. All boxes will be set on a compacted 6" base of gravel or #57 stone for drainage.

3. Underground Fiber Optic Cable

a. Bend Radius. The main risk of damage to the fiber optic cable is by overlooking the minimum-bend radius. Damage occurs more easily when the cable is bent under tension, so when the installation is in process allow for at least the minimum-bend radius. The number of 90-degree turns on a pull shall not exceed four (4) turns.

b. Reel Placement. Have the reel set adjacent to the hand hole and use a fiber optic manhole pulling block assembly from Sherman & Reilly (or other approved manufacturer).

c. Cable Slack. Coil a minimum of 50 feet of cable at each handhole location.

d. Strength. The fibers in the cable will shatter under considerable impact, pressure or if pulling tensions exceed 600 LB, although from the outside of the cable this will not be apparent. With fiber optic cable the jacket of the cable and the Kevlar layer directly beneath give the cable its strength so note and repair all nicks and cuts.

e. Installation. When installing, use a swivel eye for pulling the fiber optic cable and conduit system as well as a 600 LB breakaway.

- f. Precautions. Review of the manufacturer's installation instructions is required prior to commencing with the installation. If any questions arise during installation, refer to the manufacturer's installation instructions or notify the project engineer.
- g. Testing. On reel testing and post installation testing shall be required. On reel testing shall be one (1) direction optical time-domain reflectometer (OTDR) only at 1550 nanometer (nm) wavelength. All installed fibers shall be tested as described below in Section IV.B.5.b of this RFP. Contractor shall perform OTDR test on each fiber in the installed cable, if fiber is not spliced or terminated, fiber shall be tested using a bare fiber adapter to ensure all fibers are tested and to verify the parameters of each fiber meet the system design criteria. Power meter tests should also be performed on installed fibers. Test results are to be provided to Portsmouth representatives. Power meter tests shall be provided in Excel format, OTDR traces in raw format (.SOR file) as well as PDF copies of traces. File naming format shall label each file as to easily identify testing locations and directions of test.

4. **Safety and Permitting**

- a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - i. all employees of the work site and all other persons who may be affected thereby;
 - ii. all work, materials and equipment to be incorporated therein, whether in storage on or off the site and under the care, custody or control of the Contractor; and
 - iii. other property at the site or adjacent thereto.
- b. The Contractor shall comply with all Local, Federal and State safety regulations and shall maintain such equipment and/or medical facilities as necessary to supply first-aid service to anyone who may be injured at the job site. The Contractor must promptly report in writing to the City all accidents that occur in connection with the performance of the work, whether on or adjacent to the site and which caused death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or damages are caused, the accident shall be reported immediately to both the City and the owner. If any claim is made by anyone against the Contractor as the result of an accident, the Contractor shall promptly report the facts in writing to the City.

- c. The Contractor shall obtain all permits and licenses at its own expense that may be required for legal performance of this work prior to start of work. The Contractor shall be responsible for scheduling and obtaining inspections from entities other than the City where required.

5. **Technical Specifications for the Installation of Fiber Optic Cable**

The City specifies the installation of single mode loose tube fiber optic cable to support data communication services to and within their facilities. The following specifications for the selection and installation of fiber-optic cable and associated hardware are intended to ensure a reliable and consistent fiber optic media infrastructure for the City.

- a. **Fiber Cable Specification.** Fiber installed on behalf of the City must *meet* or exceed the following specifications.
 - i. **Outside Plant Cable.** Outside plant cable shall be used for all applications where cable is to be run in underground conduits. Outside plant cable may not be used for interior applications and shall meet the following specifications: Outside plant rated cable shall transition to inside plant rated cable when transitioning into a building as required per NEC Code.
 - ii. **Performance.** Installed fiber must meet or exceed the following performance specifications.

Fiber cable types	Wavelength (nm)	Max. Attn. (dB/Km)
Single mode, Outside plat	1,310	0.35
	1,550	0.25

- iii. **Entrance Cable.** Entrance cable into building structures shall be installed in conduit using materials and practices compliant with local building and fire codes. Conduit shall be used to provide the entrance from an external pull box, Cable shall be routed into a fiber organizer for break-out splicing into a fiber panel. 50' fiber slack shall be placed close to and easily accessible to the fiber panel in an organized fashion.
- iv. **Underground Inter-Building Cable.**
 - 1. All fiber cable is to be protected with inner duct. After installation, inner ducts are to be permanently labeled as containing fiber optic cable, in accordance with the City's instructions.

2. At no time shall more than 400 pounds of tension be placed on any fiber cable while it is being pulled through tray or conduit. It is preferred that all fiber cable be pulled with hand power only. If power winches or mechanical advantage devices are used to pull cable, a tensiometer must be used to ensure that maximum tension is not exceeded. Alternatively, a "mechanical fuse" rated at 350 pounds may be included in the linkage. Torsion shall be avoided by use of a swivel at the cable end. While under tension, a minimum bend radius of 20 times the outside cable diameter will be maintained by use of pulleys and sheaves where required. After pulling, no bend may have a radius, at rest, of less than 10 times the outside cable diameter.

v. Labeling.

1. Each cable and inner duct are to be permanently labeled at each end with a unique cable number. In addition, labels shall be affixed to the cable/inner duct at every transition of a vault, hand hole, riser closet, or major pull box.
2. Each fiber optic strand shall be labeled with a unique identifier at the coupler in the fiber panel. Connectors shall be labeled on the identifying sheets on the front of the fiber panel.

vi. Fiber Organizers.

1. Fiber cables are to be terminated in one of two types of enclosures. Either wall-mounted or rack-mountable stand-alone units for installation. The final choice of fiber organizer shall be cleared with the City prior to installation.
2. Each enclosure shall be labeled with a machine-made label with permanent black ink on a white background. Each fiber optic strand shall be labeled with a unique identifier at the fiber panel. Connectors shall be labeled on the identifying sheets on the front of the Fiber panel. Each fiber shall be labeled where it enters the back of the coupler panels.

vii. Connectors and Splices.

1. The Contractor shall bid using angle polished (APC) SC connectors on any pigtails, and fiber terminations.

2. All fiber optic splices shall be fusion splices in an approved fiber optic splice closure of suitable size for accommodating the fusion splice of all fibers within the closure, regardless of day one splice configuration. All splice closures shall be flash tested to splice case manufacturer PSI specifications and ensure proper sealing of closure. All end locations and laterals shall include fiber optic cabling to enter the building or point of demarcation in a continuous pathway adhering to all requirements of the National Electric Code. All fiber optic cabling shall be terminated in an approved fiber optic termination panel via fusion spliced pigtail connectors. Connector type shall be determined by the project designer. All splices shall be protected by heat shrink sleeves and secured in a splice tray.

b. **Testing**

- i. Before Installation. Fiber-Optic cable shall be fully pre-tested by the contractor as specified prior to any installation. Full "reel testing" shall be performed on all cables and all strands, prior to installation. Results shall be provided digitally raw format as well as in Adobe Acrobat PDF format to the designated City of Portsmouth representative prior to release of materials for installation. All reel bills of lading and "birth certificate" sheets from the factory shall be scanned and turned in with pre-reel testing documentation.
- ii. After Installation and Termination.
 1. All single mode fiber strands shall be tested end-to-end for bi-directional attenuation, 1310 nm/1550 nm for single mode fibers. Tests should be conducted in compliance with EIA/TIA-526-14 or OFSTP 14, Method B, according to the manufacturer's instructions for the test set being utilized.
 2. Tests must ensure that the measured link loss for each strand does not exceed the "worst case" allowable loss defined as the sum of the connector loss (based on the number of mated connector pairs at the EIA/TIA-568 B maximum allowable loss of 0.75 dB per mated pair) and the optical loss (based on the performance standard above).
 3. After the cable is in place it shall be tested in the following manner:
 - (a) After termination, each fiber shall be tested with an OTDR for length, transmission anomalies, and end-to-end

attenuation. Results are to be recorded and supplied to the City in the form of hard-copy printouts. In addition, electronic copies of all test results shall be provided to the City along with any required viewing programs.

- (b) After termination and bulkhead mounting, each fiber is to be tested for end-to-end loss with a power meter/light source; bi-directionally. As above, results are to be recorded and supplied to the City.
- (c) The maximum allowable DB loss for any splice on a bidirectional average is 0.1 5dB, .75db for connections.
- (d) Test results need to be delivered in Raw trace format (.sor or equal) as well as PDF format as well as entered on the test sheet.

4. The Contractor shall review all end faces of field-terminated connectors with a fiber inspection scope. Connector end faces with hackles; scratches, cracks, chips and or surface pitting shall be rejected and re-polished or replaced if re- polishing will not remove the end face surface defects. The recommended minimum viewing magnifications for connector ends are 100X for multimode fiber and 200X for single mode fiber.

iii. Point of Demarcation. In each building, all new fiber infrastructure construction shall continue and terminate in a fiber termination panel. The Contractor is responsible for the installation and connectivity of fiber optic cabling to a fiber termination panel including all supporting infrastructure including but not limited to equipment rack and/or telecommunications backboard if needed. This shall serve as the network handoff point of demarcation for outside plant construction. All fiber from the panel to the field to include all pigtailed terminations shall be the responsibility of the outside plant contractor. Any outside plant rated fiber that is placed inside a building shall conform to NEC regulations for transitioning to ISP rated cable. Any OSP to ISP transition splice location shall be pre-approved by the City, or its authorized agent, as each building is unique.

6. **Reference Standards**

Adherence to, and compliance with, the codes and standards referenced, and unique City requirements and design solutions identified in the manual, is mandatory. Requests to deviate from the industry standards and design solutions prescribed in these guidelines may be submitted, on a case-by-case basis, in accordance with the instructions in the Policy and Procedures section of these

guidelines. No deviation from the requirements of the National Electrical Code will be allowed

a. NATIONAL ELECTRICAL CODE, NFPA 70

The National Fire Protection Association has acted as the sponsor of the National Electrical Code (NEC) since 1911. The original Code was developed in 1897 a result of the united efforts of various insurance, electrical, architectural, and allied interests. The purpose of the NEC is the practical safeguarding of persons and property from hazards arising from the use of electricity. The NEC provides the minimum code requirements for electrical safety. In telecommunications distribution design, the NEC must be used in concert with the ANSVEIA/TIA standards identified below, which are intended to insure the performance of the telecommunications infrastructure

b. ANSI/TIA/EIA STANDARDS

- i. The Telecommunications Industry Association Electronics Industry Association (TIA/EIA) engineering standards and publications are designed to serve the public interest through eliminating misunderstandings between manufacturers and purchasers. The standards facilitate interchangeability and improvement of products and assist the purchaser in selecting and obtaining the proper product for their particular need.
- ii. The TIA/EIA Standards are updated every five years. Due to the rapid changes in the telecommunications and electronics industries, TINEIA publishes periodic Telecommunications Systems Bulletins (TSB), which provides additional guidance on certain technical issues that must be addressed prior to the next scheduled revision of the standards. The information contained in TSBs is usually incorporated into the applicable standard during the next standards revision. Standards and publications are adopted by TINEIA in accordance with American National Standards Institute (ANSI) patent policy. The TIA web site is: <http://www.tiaonline.org>.

c. FIBER OPTIC TEST STANDARDS, TIA/EIA-526 (SERIES)

The TINEIA-455 series, together with its addenda, provides uniform test procedures for testing the fiber optic components intended for, or forming a part of, optical communications and data transmission systems. This series contains standard test procedures for optical fibers, cables, transducers, and connecting and terminating devices.

d. CABLING STANDARD, ANSI/TIA/EIA-568 (SERIES)

The ANSI/TIA/EIA-568-A (series) is the Commercial Building Telecommunications Cabling Standard, which defines a generic telecommunication wiring system for commercial buildings that will support a multiproduct, multivendor environment. It also provides direction for the design of telecommunications products for commercial enterprise. The purpose of the standard is to enable planning and installation of building wiring with little knowledge of the telecommunications products that subsequently will be installed. Installation of wiring systems during building construction or renovation is significantly less expensive and less disruptive than after the building is occupied. TIA/EIA-568-A establishes performance and technical criteria for various wiring system configurations for interfacing and connecting their respective elements.

e. GROUNDING AND BONDING, ANSI/TIA/EIA-607 (SERIES)

The ANSI/TIA/EIA-606 (series) is the Commercial Building Grounding and Bonding Requirements for Telecommunications. The National Electrical Code (NEC) provides grounding, bonding, and electrical protection requirements to ensure life safety. Modern telecommunications systems require an effective grounding infrastructure to insure optimum performance of the wide variety of electronic information transport systems that may be used throughout the life of a building. The grounding and bonding requirements of this standard are additional technical requirements for telecommunications that are beyond the scope of the NEC. These standards are intended to work in concert with the cabling topology specified in ANSI/TIA/EIA-568-A, and installed in the pathways and spaces designed in accordance with ANSI/TIA/EIA-569-A.

f. CUSTOMER OWNED OUTSIDE PLANT (OSP), ANSI/TIA/EIA-758

The ANSI/TIA/EIA-758 provides industry standards for the design and construction of customer owned OSP infrastructure. Unless specified otherwise in the City Light and Power standard OSP designed and constructed at all City facilities will be in compliance with ANSI/TIA/EIA-758.

g. TRANSMISSION PERFORMANCE SPECIFICATIONS, TIA/EIA BULLETIN TSB67

TSB67 is the Transmission Performance Specification for Field Testing of Unshielded Twisted-Pair (UTP) Cabling Systems. This bulletin specifies the electrical characteristics and performance requirements of field test instruments, test methods, and the minimum transmission requirements for UTP cabling. All testing of horizontal distribution cabling at City facilities will be performed with a TSB67 Level II test instrument.

h. ADDITIONAL HORIZONTAL CABLING PRACTICES FOR OPEN OFFICES, TIA/EIA BULLETIN TSB75

This document specifies optional practices for open office environments, for any horizontal telecommunications cabling recognized in TIA/EIA-568. It specifies optional cabling schemes and topologies for horizontal cabling routed through modular office furniture or movable partitions, which are frequently reconfigured.

i. THE BICSI TELECOMMUNICATIONS DISTRIBUTION METHODS MANUAL

The Building Industry Consulting Service International, Inc. (BICSI) is a Telecommunications Association whose mission is to provide state-of-the-art telecommunications knowledge to the industry, resulting in good service to the end user. BICSI develops and publishes the Telecommunications Distribution Methods Manual (TDMM). The TDMM is not a code or standard. The TDMM is an extensive volume of information on the various aspects of telecommunications systems and telecommunications distribution. The TDMM provides discussions and examples of various engineering methods and design solutions that can be selected and employed in order to meet the requirements of the NEC and ANSI/TIA/EIA standards. Designers and installers are encouraged to use the TDMM as an engineering tool, within the constraints of the unique requirements of the City infrastructure standards.

j. NATIONAL ELECTRIC SAFETY CODE

The NESC sets the ground rules for practical safeguarding of persons during the installation, operation, or maintenance of electric supply & communication lines & associated equipment. It contains the basic provisions that are considered necessary for the safety of employees & the public under the specified conditions. The NESC continues to be a stronghold in the U.S. electrical industry and communications fields and serves as the authority on safety requirements for power, telephone, cable TV, and railroad signal systems.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Instructions:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP electronically via eVa.virginia.gov. The submission shall include all information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. **Should the Offeror fail to respond to all requirements of the RFP, or fail to provide adequate or**

complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.

2. Proposals shall be signed by an authorized representative of the Offeror. Proposals must give the full business address of the Offeror, including a contact email address, and shall be signed by an authorized representative of the company. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.
3. All proposals submitted under this RFP shall become the property of the City and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets of proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the 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 may result in rejection of the proposal.

B. Specific Proposal Instructions:

1. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as additional material.
2. The proposal package shall include as a minimum:

- a. The Request for Proposal document with any addenda acknowledgements filled out and signed as required.
- b. A detailed statement addressing the following areas:
 - i. A comprehensive statement of the Offeror's experience, qualifications and history in providing the services stated in the Statement of Needs.
 - ii. A capability statement and profiles of technical or project management staff assigned to this project and associated resumes detailing their experience with work similar to that outlined in this solicitation.
 - iii. A cover letter, signed by an authorized officer of the company indicating the underlying company's philosophy in providing the requested services.
 - iv. A comprehensive statement of understanding of the requirements of the Statement of Needs. The statement should include the approach and methodology for accomplishing the requested services.
 - v. The Offeror should outline and describe its construction management quality assurance and control processes. The Offeror should also enumerate all expected documentation to demonstrate these quality assurance and control processes were followed. These documents shall be provided to the City as each cabling segment is complete, after fiber segment is tested, and after each community anchor edge site or POP installation is complete.
 - vi. Offerors shall provide a minimum of five (5) client references that are similar in size to the City of Portsmouth, including contact information. If applicable, provide one (1) reference (with contact person) of a State and/or Local Government account in the Commonwealth of Virginia.
 - vii. A detailed schedule of all fees associated with your company to complete this contract, include any optional services available to the City including but not limited to the following:
 1. Additions and Changes, Per-Hour Labor and Site Visit Charges for cable maintenance or moves on previously installed cable. Offerors shall provide per hour charges on this type of service and minimum charge for a site visit if applicable.

2. Service Outside of Regular Business Hours, Per-Hour Labor and Site Visit Charge for service requests outside of normal business hours.
3. Fees for responding to work orders, both normal and emergency.
4. Fees for locating services in accordance with the specifications.

viii. The past two (2) years of audited financial statements.

ix. Any other information the Offeror deems necessary to provide the services needed to successfully complete the Statement of Needs or which the Offeror feels are relevant to its Proposal.

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 City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

Any questions by Offerors regarding any aspect of the procurement shall be directed to Yashica Edwards, Contract Specialist, City of Portsmouth, 801 Crawford St, Portsmouth, VA 23704, at the following email address: edwardsy@portsmouthva.gov and CC city_purchasing@portsmouthva.gov

VI. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria:

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. The following areas will be evaluated:

1. Completeness and strength of proposal. Understanding of the requirements, familiarity with the area and content of the proposal, quality of response including specific plans and procedures used to provide services as requested by this solicitation. **Weight Factor – 30 points.**
2. Experience and Qualifications. Prior experience in providing similar services, including client references from previous contracts similar in nature. **Weight Factor – 20 points.**

3. Responsiveness. The Offeror's ability to deliver the required services on as requested by the solicitation. **Weight Factor – 25 points.**
4. Cost. Efficiency and economy are very important to the City. Costs will not necessarily be the deciding factor in the selection process. **Weight Factor – 20 points.**
5. Minority/Women-Owned Business Enterprises (M/WBE) Experience. The Offeror's minority and women owned business enterprise participation plan or good faith effort to comply with the goals of such plan. **Weight Factor – 5 points.**

B. Award of Contract:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The City may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VII. GENERAL TERMS AND CONDITIONS

- A. ASSIGNMENT OF CONTRACT. A contract shall not be assigned by the Offeror in whole or part without the written consent of the City Manager of the City of Portsmouth.
- B. CANCELLATION OF PROPOSALS: The City reserves the right to cancel the Request for Proposals, and to reject any or all proposals in whole or in part whenever the Purchasing Administrator or designee determines that such action is in the best interest of the City.
- C. COOPERATIVE PROCUREMENT: This procurement is being conducted under the provisions of Section 2.2-4304 of the Virginia Public Procurement Act "Cooperative Procurement", as stated, a public body may purchase from another public body's contract even if it did not participate in the request for proposals, if the request for

proposals specified that the procurement was being conducted on behalf of other public bodies. If authorized by the Contractor, the resultant contract may be extended to any jurisdiction within the Commonwealth of Virginia to purchase in contract prices in accordance with contract terms. Any jurisdiction using such contracts shall place its own orders directly with the successful Contractor. The City of Portsmouth acts only as the Contracting Agent and is not responsible of orders, payment or discrepancies of the participating jurisdictions. Offerors desiring to offer to other jurisdictions under the clause shall indicate in their proposal response.

- D. DEBARMENT STATUS: By submitting their signed proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers for contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- E. ETHICS: By submitting their signed proposals, all 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.
- F. HOLD HARMLESS AND IDEMNIFICATION CLAUSE: The Offeror shall assume responsibility for and liability for all claims arising out of any act or omission on the part of the Offer, its agents or employees and/or sub-vendors in connection with this agreement. The Offeror shall hold harmless and indemnify the City and its employees, agents and officers from and against all claims, losses or expenses which the City may suffer, pay or incur as the result of claims arising out of or in connection with this agreement. The Offeror shall, upon written demand by the City, ensure and defend at the Offeror's expense any and all claims or suits arising from this agreement.
- G. INSURANCE REQUIREMENTS:
1. The Contractor shall procure and maintain, at its own expense, and with a company or companies acceptable to the Risk Administrator, the minimum insurance coverage's set forth below and contain severability of interest provisions. The Contractor shall place their insurance program with an insurance company rated "A" or above by a major rating agency and authorized to do business in Virginia.
 2. The City of Portsmouth, VA, including its elected and appointed officials, employees, and volunteers shall be named as an "Additional Insured" as more fully described below and the required insurance coverage shall be primary coverage and provide contractual liability coverage.

3. The Contractor shall provide notice of cancellation or non-renewal of insurance or changes to specific coverage items and/or limits of same to the City of Portsmouth in writing upon being notified of said cancellation or non-renewal by the insured. The Contractor shall maintain all insurance until the completion of the contract period.
4. Prior to performance under any contract resulting from this solicitation, the Contractor shall provide a Certificate of Insurance to the Risk Administrator along with a copy of the Additional Insured Endorsement. Failure by the Contractor to provide the Certificate and Endorsement before commencing performance may constitute grounds for termination for default.
5. The Contractor shall also be responsible to review and ensure that they comply with the insurance provisions contained herein and that said insurance is maintained as specified. The Contractor shall provide copies of any and all Certificates of Insurance with their proper endorsement(s) upon request. Insurance policies written on a "claims made form" will not be acceptable.
6. Additional Insured: The Contractor shall name the following as "Additional Insured" as stipulated within this agreement:

"The City of Portsmouth, including its elected and appointed officials, employees, and volunteers shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The Contractor shall immediately provide notice of cancellation or non-renewal of insurance to the City of Portsmouth in writing upon being notified of said cancellation or non-renewal by the insured. In the event of cancellation, the Contractor shall promptly provide replacement insurance naming the City as an Additional Insured."

The Additional Insured Endorsement must appear on the applicable CG form, i.e. CG 20 10, CG 20 26, CG 20 33, or CG 20 37 for GL and CA 20 48 for Auto, and the endorsement must be attached to the Certificate of Insurance and must properly reference the above language.

7. Commercial/Comprehensive General Liability:

The City may require higher insurance limits, depending upon the task or service being insured. Please contact the Risk Administrator if you have any questions regarding insurance coverage that will be required.

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

The minimum Limit of Liability shall be:

Limit of Liability per occurrence	\$1,000,000
Products Completed Operations Aggregate	\$2,000,000
General Aggregate Limit	\$2,000,000

8. Automobile Insurance:

The Contractor shall provide valid Certificate(s) of Insurance listing the insurance coverage maintained. The Automobile Insurance maintained by the Contractor shall include, at a minimum, coverage of owned, non-owned and hired automobiles used by the contractor, his agents, representatives, employees or sub-contractors.

The minimum Limit of Liability shall be:

Liability per occurrence	\$1,000,000
Aggregate Limit of Liability	\$2,000,000

9. Workers' Compensation and Employers Liability:

The Contractor shall comply with all federal and state statutory regulations pertaining to Workers' Compensation requirements for insured or self-insured programs and waive subrogation rights. The minimum Limit of Liability for Employers Liability shall be the greater of the statutory minimum or \$1,000,000.

10. Please note: **Additional insurance may be required based on services.**

- H. IDENTIFICATION OF PROPOSAL ENVELOPE: Proposals should be submitted in a sealed envelope provided by the Offeror, with the proposal number and proposal closing date indicated on the front outside of the sealed envelope. Larger envelopes may be used to submit proposal packages; however, the official proposal number & closing date must be clearly indicated on the outside of the envelope. If a proposal not contained in a clearly marked envelope is mailed, the Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. It is the sole responsibility of the Offeror to have his/her proposal submitted at the place and by the time shown on the proposal form. No other correspondence or other proposals should be placed in the envelope.
- I. LATE PROPOSALS: To be considered for selection, you must have you electronic proposal submitted by the set forth date and time, to eVa.virginia.gov at which time eVa will no longer allow any further submissions.
- J. LAWS AND REGULATIONS: All applicable state laws, municipal ordinances, and rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written in full herein. Article V of the Portsmouth City Code, entitled "Public Procurement," is the local governing ordinance.

K. NON-APPROPRIATION: Agreements are made subject to the appropriation of funds by the City Council of the City of Portsmouth, Virginia, and are null and void in the event of non-appropriation by the City Council. Non-appropriation shall not be deemed a cancellation and shall terminate this agreement without recourse and with no liability on the part of the City.

L. NON-DISCRIMINATION:

1. It is the policy of the City of Portsmouth not to discriminate in the solicitation of requests for proposals, invitations for bids, or awarding of contracts. The City shall not discriminate because of race, religion, faith-based organization, color, sex, national origin, age, disability or any other basis prohibited by State law.
2. All contracts awarded as a result of this solicitation in excess of \$10,000 shall include the following provisions:
 - a. That the Offeror will not discriminate against any employee or applicant for employment because of race, religion, faith-based organization, color, sex, national origin, age, disability or any other basis prohibited by State law. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
3. The Offeror will include the provision on the foregoing paragraphs in every subcontract or purchase so that the provisions will be binding upon each Subcontractor or Offeror.

M. PROPOSAL ACCEPTANCE PERIOD: Any proposal in response to this solicitation shall be valid for one (1) year. At the end of the one (1) year the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.

N. PROPOSAL ADDENDUMS: All addendums issued by the City must be signed by a person authorized to bind the Offeror and returned. By doing so, the Offeror acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supersedes original specifications that are changed by the addendum.

- O. PROPOSAL DOCUMENTS: These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.
- P. PROPOSAL FORM: Proposals shall be submitted on the designated form, with blank spaces properly filled in. Proposals shall be signed in longhand on the form below the typed name of the person authorized to bind the Offeror to a contract. The proposal must be signed in order to be considered responsive. If the Offeror is a corporation, the proposal must be signed with the legal name of the corporation and the signature of a person authorized to bind a corporation to a contract.
- Q. PROPRIETARY INFORMATION: Trade secrets or proprietary information submitted by the Offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected on the attached Notice of Proprietary Information Form. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award on the contract and are of a “Material” nature.
- R. QUESTIONS: Any questions about specifications must be addressed to the proposal writer or contact person indicated on the RFP cover sheet, not less than 48 hours prior to RFP due date, by telephone or in writing. Necessary replies will be sent to all Offerors of record as an addendum which becomes part of the proposal package. Oral instructions do not form a part of the proposal package.
- S. REGISTERED AGENT: The successful Offeror must provide the City with the name and address of a registered agent in the State of Virginia authorized to receive notice on behalf of the Offeror. Failure to provide such information shall result in the rejection of the proposal.
- T. REQUIRED COMPLIANCE WITH FEDERAL IMMIGRATION REFORM AND CONTROL ACT: In accordance with the Code of Virginia § 2.2-4311.1, the Proposer ensures that it does not and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- U. REQUIRED COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH: In accordance with the Code of Virginia § 2.2-4311.2, it is required that all Bidders or Offerors organized as a stock or non-stock corporations, limited liability companies, business trusts, or limited partnerships or registered as a registered limited liability partnerships, be authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 and that they include in their bid or proposal the identification number issued to it by the Virginia State Corporation Commission. Any business entity described above that enters into a contract with the City of Portsmouth pursuant to procurement law shall not allow its existence to lapse or

its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this requirement.

All Bidders or Offerors shall submit with their bid or proposal response a statement or documentation providing one of the following:

1. The company's Virginia State Corporation Commission identification number and Virginia registered agent.
2. Any Bidder or Offeror that alleges it is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, or, as otherwise required by law shall include in its bid or proposal a statement or documentation as to why the Bidder or Offeror is not legally required to be so authorized. The final determination will be made by the City.

Failure to submit either the State Corporation Commission number, or the application tracking number, or the statement or documentation of the offered exemption as required above may result in rejection of the bid or proposal as non-responsive by the City.

- V. SAFETY: The Contractor shall expressly undertake to take every precaution, at all times, for the protection of persons, including employees and property. The contractor shall be responsible for initiation, maintaining and supervising all safety precautions and programs in connection with the work. The provisions of all rules and regulations governing safety, as adopted by the Safety Codes Commissions of the Commonwealth of Virginia, issued by the Department of labor and Industry under Title 40.1 of the Code of Virginia (1950) as amended, shall apply to all work under any contract arising from this proposal.
- W. STANDARDS OF CONDUCT: The Contractor shall be responsible for controlling employee conduct, for assuring that its employees are not boisterous or rude and assuring that they are not engaging in any destructive or criminal activity.
- X. TERMINATION BY AGREEMENT: In the event, the City and the Contractor mutually agree in writing, this agreement may be terminated on terms and date stipulated therein.
- Y. TERMINATION FOR CAUSE:
1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors or is a receiver should be appointed on account of his insolvency, the City may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform the required work, or persistently disregards laws, ordinances or the written instructions of the City, or otherwise

be guilty of a substantial violation of any provision of the contract, then the City may terminate the contract.

2. Prior to termination of the contract, the City shall give the Contractor ten (10) calendar days written notice, during which the Contractor may rectify the cause of the termination. If rectified to the satisfaction of the City within said ten (10) days, the City may rescind the notice of termination. If it does not, the termination for cause shall become effective at the end of the ten (10) day notice period. In the alternative, the City may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the contractor and that the causes of termination will be remedied in a time and manner which the City finds acceptable. If at any time more than ten (10) days after the notice of termination, the City determines that the Contractor has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the City may immediately terminate the contract for cause by giving written notice to the Contractor.
3. Notice of termination, whether initial or given after a period of postponement, may be served upon the Contractor by mail or any other means at their last known place of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Termination of the contract under this section is without prejudice to any other right or remedy of the City.

Z. TERMINATION BY CITY FOR CONVENIENCE: The City may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work. Upon such termination, the Contractor shall take such steps as the City may require to assign to the City the Contractor's interest in all sub-contracts or purchase orders if any, designated by the City. After all such steps have been taken to the City's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

1. All amounts then otherwise due under the terms of this contract.
2. Amounts due for work performed subsequent to the latest request for payment through the date of termination.
3. Reasonable compensation for the actual cost of demobilization incurred by the Vendor as a direct result of such termination. The Vendor shall not be entitled to any compensation for lost profits or for any other type of contractual

compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, the Commonwealth Attorney shall have no further obligations to the Vendor of any nature.

- AA. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.
- BB. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall offer prices in US dollars.
- CC. DRUG-FREE WORKPLACE: Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition, (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be finding 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 a contractor, the employees of whom we prohibited from engaging in the unlawful manufacture, sale, distribution, and dispensation, possession of use of any controlled substance or marijuana during the performance of the contract.
- DD. QUALIFICATIONS OF OFFERORS: The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the offeror shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The City further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the City that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- EE. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be

agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional cost incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provisions of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

FF. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

GG. PAYMENT:

1. The City shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either:
 - a. The date on which payment is due under the terms of the contract for the provision of such goods or services; or
 - b. If such date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later, except in the instances where the source of the funding for the contract is the state or federal government. In such instances, the payment date shall not exceed 30 days. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery.
2. Within 20 days after receipt of the invoice for goods or services, the City shall notify the business concern of any defect or impropriety which would prevent payment by the payment date.
3. Unless otherwise provided under the terms of the contract for the provision of goods or services, if the City fails to pay by the payment date there shall be assessed any finance charges assessed by the business concern; provided, however, that such finance charge shall not exceed one percent per month.
4. The provisions of this section shall not apply to the late payment provisions in any public utility tariffs or public utility negotiated contracts.

HH. METHOD OF PAYMENT:

All invoices shall be given to the contact person named at the time the Notice to Proceed is issued. Payment shall be made 30 days after receipt of a proper invoice by the Owner for the amount of payment due, or 30 days after the receipt of services, whichever is later

All invoices shall be submitted to:

City of Portsmouth
Attn: Nicole Rice
801 Crawford St
Portsmouth, Va 23704

VENDOR PRICING SCHEDULE

Outside Plant (OSP) Location and Maintenance Services

City of Portsmouth, Virginia • 52-Mile Municipal Fiber Network

Offeror Company Name:

Primary Contact / Title:

Phone / Email:

Date Submitted:

INSTRUCTIONS: Complete all sections. This template has been revised to reflect common billing structures from prior City of Portsmouth OSP maintenance contracts (e.g., annual locate caps with 80% notification, 8-hour emergency minimums, portal-to-portal / yard-to-yard time tracking, separate call-out billing, and materials at cost plus markup). All prices in USD. Quantities shown as estimates only — actual hours/units will be billed. Each work order or call-out will be billed separately unless otherwise agreed.

1. Utility Locating Services (Annual Agreement – Billed Monthly)

Per RFP and prior contract practice: 24/7 ticket monitoring, review, marking, and portal updates. Pricing may be lump sum annual or monthly with volume-based components. Clearly state proposed annual caps on clear/no-conflict vs. marked tickets and the threshold (e.g., 80%) at which you will notify the City of budget status.

Proposed Locating Pricing Structure

Service Component	Proposed Rate (USD)	Notes / Volume Assumptions
Annual / Monthly Base Fee for Full Network Locating (52 miles)	\$ _____ per year or \$ _____ / month	
Clear / No-Conflict Tickets (desktop review & positive response)	\$ _____ each or Included in base	Past contracts capped at ~2,700 per year
Marked Tickets (field locate & mark)	\$ _____ each or Included in base	Past contracts capped at ~1,550 per year
Emergency / Priority Locate (expedited)	\$ _____ each	
Annual Cap on Clear/No-Conflict Tickets	_____ tickets per contract year	City will be notified at 80% of cap
Annual Cap on Marked Tickets	_____ tickets per contract year	City will be notified at 80% of cap

2. Emergency Call-Out Minimum Billing

Per common practice in prior OSP maintenance contracts with the City: Emergency responses have a minimum billable period. Time is tracked from first notification until the crew returns to the Contractor's yard or office after work is complete.

Emergency Call-Out Minimum	Proposed Minimum	Notes
Minimum billable hours per emergency call-out / work order	_____ hours (e.g., 8 hours)	Past contracts used 8-hour minimum
Time Tracking Method	From first notification to crew return to yard/office	Portal-to-portal or yard-to-yard

3. Labor Rates for Maintenance, Work Orders & Additions/Changes

Provide hourly rates by labor category. Prior contracts used multiple tiered rates for different crew compositions or skill levels. Quantities (e.g., 100 hours) are strictly budgetary estimates — actual hours worked will be billed at the proposed rates. Each call-out / work order will be billed separately.

Labor Category / Role	Regular Hours	After-Hours / OT	Emergency Rate
OSP Fiber Technician / Splicer	\$ _____ / hr	\$ _____ / hr	\$ _____ / hr
Senior Technician / Crew Lead	\$ _____ / hr	\$ _____ / hr	\$ _____ / hr
Documentation / GIS Specialist	\$ _____ / hr	\$ _____ / hr	\$ _____ / hr
Additional Labor Category (specify)	\$ _____ / hr	\$ _____ / hr	\$ _____ / hr
Minimum Site Visit / Truck Roll / Mobilization Charge	\$ _____ (Regular)	\$ _____ (After Hrs)	\$ _____ (Emergency)

4. Materials and Consumables

Prior contracts billed materials at cost plus a fixed markup percentage. The City may elect to furnish major items (cable, large closures, etc.).

Item	Proposed Markup	Notes
Materials & Consumables (cable, closures, connectors, hardware, etc.)	Cost + _____ %	Past contracts used cost + 10%
Spare Parts Inventory (local stock maintained for rapid emergency response)	\$ _____ / month or Included	

5. Unit Pricing for Common Maintenance Tasks (Optional but Recommended)

Use this section for fixed-price or NTE quoting on typical tasks. Leave blank if you prefer all work on T&M only.

Task	Unit	Proposed Price	Notes
Single-Mode Fusion Splice (per fiber)	Per fiber	\$ _____	
High-Count / Ribbon Splice (per fiber)	Per fiber	\$ _____	
OTDR Testing + Report (per cable or 24 fibers)	Per test	\$ _____	
As-Built / GIS Update & Submission	Per update	\$ _____	

6. Certification

By signing below, the Offeror certifies that the pricing and terms provided above are accurate and offered in accordance with the RFP. The Offeror acknowledges that quantities are estimates only, that actual hours and units will be billed, that each call-out/work order will be billed separately, and that time for emergency responses is tracked from first notification until the crew returns to the Contractor’s yard or office.

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

This document incorporates billing practices from prior City of Portsmouth OSP maintenance contracts for more complete and comparable proposals.

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

- G—A real estate investment trust.
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.
- I—A common trust fund as defined in section 584(a).
- J—A bank as defined in section 581.
- K—A broker.
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1).
- M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

FORM A

S/SDV Business Subcontracting Plan

Solicitation No.:
Contract Specialist:

Project/Solicitation Name:
Solicitation Response Date:

It is the goal of the City that over 25% of its purchases be made from small businesses and 2% of its purchases be made from service-disabled veteran owned businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification designation to firms that qualify.

Service-Disabled Veteran-owned Business: Service-disabled veteran owned business" means a business which holds certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for the proposals. This shall also include DSBSD-certified small, women- owned and minority-owned businesses. Currently, DSBSD offers service-disabled veteran owned business certification designation to firms that qualify.

Offeror Name:
Preparer Name:

Date: Click or tap to enter a date.

Who will be doing the work:

- I plan to use subcontractors (Complete Section 2)**
- I plan to complete all work (Complete FORM B)**

Instructions

- A. If you are certified as a S/SDV business, attach a copy of your S/SDV certification letter from DSBSD.
- B. If you are not certified as a S/SDV business, complete Section B of this form. For the offeror to receive credit for the S/SDV business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to the S/SDV certified business for the initial contract period the initial contract period in Section B.

Offerors who are S/SDV businesses themselves will receive credit for the portion of work their firm performs and will be assigned remaining points based on proposed expenditures with certified S/SDV businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with certified S/SDV businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section 2

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of S/SDV businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in a breach of the contract

Section B: Plans for Utilization of certified S/SDV Businesses for this Procurement (use additional sheets if necessary)

Subcontract #1

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #2

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #3

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #4

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

FORM B

STATEMENT OF INTENT TO WORK WITHOUT SUBCONTRACTING

Solicitation No.:
Contract Specialist:

Project/Solicitation Name:
Solicitation Response Date:

Affidavit of :

I hereby certify that it is our intent to perform 100% of the work required for the Click or tap here to enter text. contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of work for this type of project, and normally performs and will perform all elements of the work on this project with his/her own current workforce (full and part-time employees working directly for the company); and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

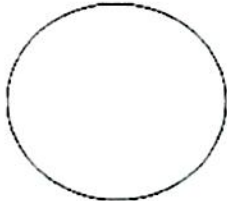
The Bidder must provide documentation of the utilization of S/SDV firms or documentation of good faith efforts in the purchase of materials, supplies, or the leasing of equipment necessary to perform this scope of work.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:	Name of Authorized Officer:
Signature:	Title:

Title:

State of _____, County of _____



Subscribed and sworn to before me this ____ day of _____ 20__

SEAL

My commission expires

Notary Public

FORM C

Minority/Woman-Owned Business Good Faith Efforts Documentation

Solicitation No.:
Contract Specialist:

Project/Solicitation Name:
Solicitation Response Date:

IF THE M/WBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR THE CITY REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

Bidder:

Date Submitted:

Name and Title:

Signature: _____

NAMES OF CERTIFIED M/WBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT.

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT SWAMs WERE INTERESTED.

Name of Vendor	Certification Agency and No.	Date of Initial Solicitation	Item(s) of Work	Follow-up Dates and Methods

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

FORM D

Small/Service-Disabled Veteran-Owned Business Good Faith Efforts Documentation

Solicitation No.:
Contract Specialist:

Project/Solicitation Name:
Solicitation Response Date:

THE S/SDV GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR THE CITY REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

IF THE S/SDV GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR THE CITY REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

Bidder:

Date Submitted: Click or tap to enter a date.

Name and Title:

Signature: _____

NAMES OF CERTIFIED S/SDVs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT.

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT SWAMs WERE INTERESTED.

Name of Vendor	SWaM Cert No.	Date of Initial Solicitation	Item(s) of Work	Follow-up Dates and Methods

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY

ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

SWAM GOOD FAITH EFFORTS DOCUMENTATION

Solicitation No.:
Contract Specialist:

Project/Solicitation Name:
Solicitation Response Date:

IF THE SWAM GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR THE CITY REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

BIDDER:

TITLE:

SIGNATURE: _____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

APPENDIX

A,B,& C

APPENDIX A



RECEIPT OF ACKNOWLEDGEMENTS
RFP#325-26-YE OSP LOCATION AND MAINTENANCE SERVICES

**(THIS FORM SHOULD BE INCLUDED IN PROPOSAL PACKAGE OTHERWISE
BID MAY BE CONSIDERED NON-RESPONSIVE)**

I AM IN RECEIPT OF AND ACKNOWLEDGE ALL ADDENDA ISSUED IN
REFERENCE TO THE ABOVE LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

I ACKNOWLEDGE THE REVIEW OF ALL PLANS AND DRAWINGS RELATED TO THE
ABOVE LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

I ACKNOWLEDGE ALL REFERENCED EXCLUSIONS PERTAINING TO THE ABOVE
LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

Submitted by and Title

Company Name

Date

**APPENDIX C
VENDOR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The Offeror must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. **Vendor's Primary Contact:**
Name: _____ Phone: _____ Email: _____

3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

4. **Vendor Information:**
FIN or FEI Number: _____ If Company, Corporation or Partnership
Social Security Number: _____ If Individual

5. **References:** All Offerors shall include a minimum of three (3) references for which similar vending services have been performed. The list shall include the company name, contact information, address, telephone number, length of service.
(Failure to include references may be cause for rejection of the proposal as non-responsive.)
 - A. Firm Name _____
Mailing Address _____
Phone: _____ Fax: _____ email: _____
Dates of Service _____ to _____

 - B. Firm Name _____
Mailing Address _____
Phone: _____ Fax: _____ email: _____
Dates of Service _____ to _____

 - C. Firm Name _____
Mailing Address _____
Phone: _____ Fax: _____ email: _____
Dates of Service _____ to _____

I certify the accuracy of this information.

Signed: _____ Title: _____
Date: _____

ATTACHMENTS

ATTACHMENT A

CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your bid. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID NON-RESPONSIVE.

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24.

() YES () NO

IF YES, EXPLAIN:

SIGNATURE OF BIDDER DATE

ATTACHMENT B

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):