



## REQUEST FOR PROPOSALS (RFP)

Issue Date: December 1, 2025

### RFP Solicitation Title:

## **Temporary Structures for Martinsville Juvenile and Domestic Relations District Court and Clerk's Offices**

Issuing Office: City of Martinsville  
ATTN: Greg Maggard, Director of Public Works  
P.O. Box 1112  
55 W. Church Street  
Martinsville, VA 24112  
(276) 403-5354

Location of project site:

**55 W. Church Street, Martinsville, Virginia**

Goods and Non-Professional Services Proposals Will Be Received Until the Date and Time Noted Above for Furnishing the Goods and Services Described Herein.

All inquiries for information should be directed to the Director of Public Works, Greg Maggard. Email [gmaggard@martinsvilleva.gov](mailto:gmaggard@martinsvilleva.gov) or by phone at (276) 201-4014

Proposals should be mailed or hand-delivered to:

## City of Martinsville

ATTN: Zach Morris, City Purchasing Manager

P.O. Box 1112

990 Fishel Street

390 Fisher Street  
Martinsville, VA 24112

IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS AND/OR NON-PROFESSIONAL SERVICES IN ACCORDANCE WITH THE PROPOSAL SUBMITTED HEREIN.

Name and Address of Firm:

Date:

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Zip Code:

By: \_\_\_\_\_  
(Signature in Ink)

FEI/FIN NO.

(Please Print)

Fax Number: ( )

Title:

E-Mail Address:

Telephone:

RETURN THIS PAGE WITH YOUR PROPOSAL.

**City of Martinsville**  
**RFP# Courthouse-12-1-2025**  
**Temporary Structures for Martinsville Juvenile**  
**and Domestic Relations District Court and Clerk's**  
**Offices**

- I. PURPOSE:** The intent and purpose of this Request for Proposal (RFP) is to seek pricing and specifications for temporary structures to accommodate the Martinsville Juvenile and Domestic Relations District Courts, Clerk's Offices, and accessory public space. The Structures should also be able to accommodate waiting and meeting areas, one courtroom, offices, public restrooms, and secure holding areas.
- II. BACKGROUND:** The City has received an Order to Show Cause alleging, in relevant part, that the facilities currently housing the Martinsville Juvenile & Domestic Relations District Court (JDR) fails to meet Virginia Courthouse Facility guidelines and are in need of repair or renovation to address safety, functionality, and compliance issues. The City intends to relocate all court and office operations out of the bottom floor of the current municipal and city courts building, with certain offices relocating to the second floor and the remaining offices and court functions relocating to temporary structures to be installed on site, on the grounds of the current municipal and courts building.
- III. RIGHT TO ISSUE RFPs AND PROJECT ORDERS:** The City reserves the right to award multiple contracts to multiple offerors, and to reissue Requests for Proposal for subsequent or additional structures in the City's sole discretion.
- IV. STATEMENT OF NEED:** The selected offeror will provide temporary structures to house the City's Juvenile and Domestic Relations District Court and Clerk's Offices. The structures must be able to accommodate office space, Courtroom space, clerk's offices and file rooms, public waiting areas, public restrooms, secure holding rooms for detainees, and must be equipped or able to be equipped with all applicable utilities and must be ADA compliant for accessibility of the facilities. Solutions with flexibility to configure to the City's particular needs will receive favorable consideration over one-size-fits-all approaches. Specifically, the structures must meet 2021 Uniform Statewide Building Code, Virginia Industrialized Building Safety Regulations, & must be capable of being configured in a manner that complies with the [Virginia Courthouse Facilities Guidelines](#), and comply with the following minimum standards:
  - a. Engineered and constructed to meet 90 MPH wind load rating;
  - b. All public areas must be ADA compliant;
  - c. Must be able to be placed on engineered footing or piers with underpinning;
  - d. Minimum of 3,200 square feet of interior space;
  - e. Quick Connect Utility Connections (service lines provided by City);
  - f. Modular office walls capable of configuration to provide the following facilities:
    - i. 2 Secure holding rooms for detainees;
    - ii. Courtroom with judge egress into secure space, separate from public and detainee access areas;
    - iii. Judge's office;

- iv. Secure/plexiglass customer counter;
- v. Public waiting room able to accommodate at least 10 persons
- vi. 1 unisex private bathroom;
- vii. Men's public bathroom;
- viii. Women's public bathroom;
- ix. Full electric and data hookups to all office and court spaces;
- g. Business Office exterior features.

**V. SPECIAL QUALIFICATIONS:** Offerors should demonstrate an expertise in the following areas:

- a. Expertise in the design, construction, configuration and installation of temporary office or similar facilities.

**VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

**a. GENERAL REQUIREMENTS:**

- i. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and One (1) digital copy of the proposal must be submitted to:

Zach Morris, City Purchasing Manager  
City of Martinsville  
990 Fishel Street  
Martinsville, VA 24112

Identify on outside of envelope: Sealed RFP # Courthouse-12-1-25

RFP Due date/Opening date and hour: December 30, 2025, at 3:00 p.m.

The Offeror shall make no other distribution of the proposal.

**ii. Proposal Preparations:**

- 1. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 2. Proposals will be reviewed and evaluated by a Committee as designated by the City.
- 3. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information that the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials and documentation originated and prepared for the City pursuant to the RFP shall belong exclusively to the City and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-37056.6(30) of the Code of Virginia, in writing, either before or at the time the data or other 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 will result in rejection of the proposal.
7. See Appendix C for required forms:
  - a. Virginia State Corporation Commission (SCC) registration information
  - b. Anti-Collusion Statement
  - c. Certification of Interest & Relationships
  - d. Debarment Statement
  - e. Anti-Discrimination Statement

**b. EVALUATION AND AWARD OF CONTRACT:**

- i. **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 factors stated in this Request for Proposal, including price. Negotiations shall then be conducted with each of the offerors

so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but shall 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 provides the best value, and shall award the contract to that offeror. 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. Proprietary information from competing offerors (including any data on estimated man hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors provided such information is duly marked as "Proprietary Information" by the Offeror and the designation is justified as required by 2.2-3705.6, or other applicable section, of the Code of Virginia, as amended.

Negotiations shall then be conducted with the offeror ranked first. If a contract satisfactory and advantageous to the City can be negotiated at a fee considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated a fair and reasonable fee. 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 and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

- ii. Evaluation Criteria: Proposals shall be evaluated by the City using the following criteria:
  1. Price for the structures, including any delivery or installation charges, as well as the cost of any upgrades or options, and costs to configure to the City's required use.
  2. Overall lifecycle costs, efficiency, maintenance and cost of operation of the structures over the course of the anticipated use by the City.
  3. Ease of installation, including ease of implementing utility hookups and ease of office, court and public use configuration;
  4. Warranty terms and service options;
  5. Track record with similar facilities and overall quality and functionality of the structures;
  6. Estimated timeline for delivery and installation, including ability to guarantee delivery and installation by date certain;
  7. Compliance with all requirements of this RFP, including Section IV, items A through G, regarding physical performance requirements of

the structures.

- iii. Offeror's attention is also directed to Appendix B, General Terms and Conditions Contracts.

**VII. SUPPLEMENTAL PROVISIONS:**

- a. The City reserves the right to reject any and all proposals and to waive any informalities.
- b. Pursuant to Virginia Code § 2.2-4311.2, any Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Virginia Code Title 13.1 or Title 50 must include in its proposal its identification number issued to it by the State Corporation Commission.
- c. Offerors shall provide copies of any licenses and license numbers proving that they are licensed to perform the services required by the RFP.
- d. Pursuant to Virginia Code § 2.2-4310(A), in the solicitation or awarding of contracts, the City does not discriminate against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.
- e. Pursuant to Virginia Code § 2.2-4343.1, in all invitations to bid, requests for proposals, contracts, and purchase orders, the City does not discriminate against faith-based organizations. "Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.
- f. The Standard Terms and Conditions attached hereto as Appendix B shall be included as part of the terms and conditions of any contract resulting from this RFP.

**VIII. PRE-PROPOSAL:** The City will not require a pre-proposal conference; however, staff will attempt to answer questions and issue clarifications in writing to all interested offerors. Questions should be submitted in writing to the contact persons identified herein, and answers and clarifications will be posted for the information of all potential offerors.

**IX. CONTRACT ADMINISTRATION:** The City Manager, or his designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or their designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the City Manager's Office through a written amendment to the contract.

**X. CONTRACT PERIOD:** The term of this contract, as it relates to the project, shall be for the length of the project or as otherwise specified by the City.

## **APPENDIX A**

### **DEFINITIONS**

**Proposal:** The formal response submitted by an Offeror in response to this RFP, including all required documentation, forms, and supporting materials.

**Offeror:** Any firm or individual that submits a proposal in response to this RFP.

**Contract:** The agreement resulting from this RFP process, executed between the selected Offeror and the City of Martinsville.

**Courthouse Facilities Guidelines:** Refers to the standards and recommendations outlined in the Virginia Courthouse Facilities Guidelines (May 1, 2025 edition or later), which establish requirements for safety, functionality, accessibility, and compliance in courthouse design and operation.

**Pre-Design Services:** Services provided by the A/E firm during the initial stages of the project, including site evaluations, regulatory assessments, and preliminary reporting.

**Virginia Code:** Refers to the Code of Virginia, including but not limited to the Virginia Public Procurement Act (§ 2.2-4300 et seq.) and other statutes applicable to this RFP.

**Subcontractor:** Any individual or entity contracted by the successful offeror to perform a portion of the work specified in this RFP.

**Virginia State Corporation Commission (SCC):** The regulatory agency responsible for business entity registration and compliance within the Commonwealth of Virginia.

**RFP:** Request for Proposals issued by the City of Martinsville for temporary structures.

## APPENDIX B

### GENERAL TERMS AND CONDITIONS

#### **1. General Provisions**

- A. The work of the Contractor hereunder is performed as an independent contractor. The Contractor is not an employee of the Client, and the Client will not control the means, methods, techniques or procedures of the Contractor performing the work, and the Contractor is expected to use its own judgment in providing the results called for under this contract. Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein.
- B. This contract is subject to appropriations by the Client.
- C. Unless otherwise stated, all pricing offers shall remain valid for a period of ninety (90) days after the scheduled due date.
- D. Withdrawal of bids due to error shall follow the procedures contained in § 2.2-4330(A) and (B)(1) of the Code of Virginia, 1950, as amended.
- E. The Client reserves the right to reject any and all bids/proposals in accordance with § 2.2-4319 of the Code of Virginia, 1950, as amended.
- F. All procurements by the Client will adhere to the provisions of the Virginia Public Procurement Act, §§ 2.2-4300 *et seq.*, of the Code of Virginia, 1950, as amended.

#### **2. Laws of the Commonwealth**

- A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor represents to the Client that it will:
  1. Conform to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
  2. Not employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986;
  3. Comply with federal, state and local laws and regulations applicable to the performance of the services procured; and
  4. Has submitted the bid or proposal in full compliance with the Virginia Conflict of Interest Act.
- B. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:
  1. The Contractor (1) will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, disability, status as a service-disabled veteran, national origin or other status prohibited by state law, (2) will post in conspicuous

places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (3) will state that the Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor under this contract. All 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; and

2. The Contractor will include the provisions of the foregoing subparagraph 2.(B)(1) in every subcontract or purchase order under this Contract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

C. In every contract of over \$10,000, the Contractor agrees during the performance of this contract that:

The Contractor shall A) provide a drug-free workplace for its employees; B) 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 its workplace and specify the actions which will be taken against any employee for a violation; C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and D) include the provisions of this subparagraph in every subcontract or purchase order of over \$10,000, so that said provisions shall be binding upon each subcontractor or vendor.

For purposes of this sub-paragraph, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- D. In addition to the provisions contained in sub-paragraph C. pertaining to drug-free workplace, Contractor shall comply with the federal Drug Free Workplace Act.
- E. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the Client does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

## **NOTICE**

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the Client and a faith-based organization, you are hereby notified as follows:

**Neither the Client's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the City of Martinsville, c/o City Manager.**

### **3. Certifications**

The Contractor certifies that:

- A. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
- B. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
- C. The Contractor is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid proposal is to be performed;

- D. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal; and
- E. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.
- F. The Contractor certifies that the bid or proposal has been submitted, to the best of Contractor's knowledge, in full accordance with the requirements of Virginia Law governing ethics in public contracting, including without limitation the Virginia State and Local Government Conflicts of Interests Act, § 2.2-3100 *et seq.*, of the Code of Virginia, and the Virginia Public Procurement Act § 2.2-4300 *et seq.*, of the Code of Virginia.

#### **4. Warranties**

Any goods or services furnished by the Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to the Client. The Contractor agrees that if such warranties are in any respect breached, the Contractor will pay to the Client the full contract price agreed to by the Client to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

#### **5. Modifications, Additions or Changes**

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by the Client; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract or \$50,000 whichever is greater without the approval of the Client. The amount of any contract may not be increased for any purpose without adequate consideration provided to the Client.

#### **6. Assignment**

The contract may not be assigned, sublet, or transferred without the written consent of the Client.

#### **7. Audit**

The Contractor's (and its authorized agents) records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Client to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor or any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the Client shall have access to said records from the effective date of this contract, for the duration of the work, and until five (5) years after the date of final payment by the Client to Contractor pursuant to this

contract.

The Client shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The Client shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the Client in excess of five percent (5%) of the total contract billings, the actual cost of the Client's audit shall be paid by Contractor. In addition, the Client shall not be responsible for any overages not approved by change order and will deduct such amounts from the final contract payment.

## **8. Ownership of Documents**

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under any resulting contract shall be remitted to the Client by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of the Client. The Client shall own the intellectual property rights to all materials produced under this contract.

All data submitted to the Client deemed to be confidential or proprietary by Contractor, whether as part of Contractor's proposal or as part of Contractor's work product under a contract with Client shall be appropriately marked for protection in accordance with the Virginia Freedom of Information Act and the Virginia Public Procurement Act.

## **9. Payment and Performance Bond**

For any Contract for construction, the amount of which exceeds \$500,000, the Contractor shall furnish to the Client the bonds required under Sections 2.2-4336 and 2.2-4337 of the Code and shall otherwise fully comply with the requirements of such sections of the Code. The Client reserves the right to require payment and/or performance bonds in the amount of the Contract for any other Contracts, whether or not required by such sections of the Code.

## **10. Required Payment** Pursuant to Section 2.2-4354 of the Code, the Contractor covenants and agrees to:

A. within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from the Client attributable to the work under the Contract performed by such subcontractor, or (ii) notify the Client and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment and the reason therefor;

- B. provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- C. pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the Client for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 12a. above.
- D. include in its contracts with any and all subcontractors the requirements of a, b, and, c above.

## **11. Liability Coverage**

Unless otherwise expressly excepted in the procurement announcement documents prepared by the Client, the Contractor shall take out and maintain during the life of the Contract such bodily injury, liability and property damage liability insurance as shall protect it and the Client from claims for damages for personal injury, including death, as well as from claims for property damage, which may arise from its activities under this agreement. Such insurance shall at least have the coverages and be in the amounts set forth in section 12 "Insurance and Bond Requirements" set forth below and shall name the Client Council and the Client as an Additional Insureds. Such insurance must be issued by a company admitted within the Commonwealth of Virginia. The Contractor shall provide the Client with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give the Client at least 30 days' notice prior to cancellation or other termination of such insurance. The Client shall be named as a co-insured on all such policies and evidence of such status as a co-insured shall be provided to the Client prior to the time the contract is executed by the Client.

## **12. Insurance and Bond Requirements**

The Contractor shall maintain the following insurance, when applicable to the project, goods or services to be procured, to protect it and Client from claims under the Workmen's Compensation Act, and from any other claims for personal injury, including death, and for damage to property that may arise from operations under the Contract, whether such operations be by itself or by any subcontractor, or anyone directly or indirectly employed by either of them.

The Firm agrees to indemnify, defend, and hold harmless the Client and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the Client or its officers, agents, or employees, alleging damage or injury arising out of the acts or omissions of Firm or its agents and employees; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the Client or its officers, agents, or employees.

## **LIMITS**

### **TYPE OF COVERAGE**

Workers' Compensation and Employer's  
Liability including coverage under United

Statutory limits

## **LIMITS**

### **TYPE OF COVERAGE**

States Longshoremen's and Harbor Worker's Act where applicable

Comprehensive General Liability endorsement coverages.

Including the Broad Form C.G.L.

Premises – Operations

\$1,000,000 Each Occurrence

Bodily Injury Liability and Property Damage Liability Combined

\$2,000,000 Aggregate

Including:

Underground Hazard (U)

Explosion and Collapse

Hazard (XC)

Independent Contractors – Client’s Protective Bodily Injury Liability and Property Damage Liability Combined	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Completed Operations - Products Liability	\$1,000,000 Each Occurrence
Bodily Injury Liability and Property Damage Liability Combined for five (5) years after payment	\$2,000,000 Aggregate
Contractual Bodily Injury Liability and Property Damage Liability Combined in accordance with Agreement between Client and Contractor	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury with Employee’s Exclusion C deleted	\$2,000,000 Aggregate
Automobile Bodily Injury Liability and Property Damage Liability Combined covering all automobiles, trucks, tractors, trailers, or other automobile equipment, whether owned, non-owned, or hired by the Contractor	\$1,000,000 Per Accident
Umbrella/Excess Liability	\$2,000,000 Each Occurrence \$2,000,000 Aggregate
Professional Liability Insurance	\$2,000,000 Limit of Liability (When applicable to the services to be provided under the contract)

- A. The Contractor shall purchase and maintain insurance coverage on his tools, equipment and machinery and shall waive subrogation to the Client for damage thereto.
- B. The Client reserves the right to require insurance of any Contractor in greater amounts provided notice of such requirements is stated in the Solicitation.

### **13. Environmental Management**

The Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable. If the Client should have to defend any enforcement action against it relating to the services provided by the Contractor under the Agreement, the Contractor shall indemnify and hold harmless the Client for any such actions, including reimbursing the Client for all costs associated with defending such actions, attorneys fees and costs, and shall correct without cost to the Client any defects or deficiencies found that

are directly attributable to the Contractor.

**14. No Waiver**

Any failure of the Client to demand rigid adherence to one or more of this Agreement's provisions in the contract, on one or more occasions, shall not be construed as a waiver nor deprive the Client of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

**15. Defective Performance or Goods**

Contractor shall deliver the goods or services contracted for in strict conformity with the contract and these general terms and conditions. In the event of defective performance of services or the provision of defective goods, the Contractor shall take prompt steps to cure the defects in performance and replace any damaged or lost merchandise, or Contractor shall be in default of the Contract. Delivery by the Contractor to a common carrier does not constitute delivery to Client. Any claim for loss or damage incurred during delivery shall be between the Contractor and the carrier. The Client accepts title only when goods are received regardless of the F.O.B. point. The Client will note all apparent damages in transit on the freight bill and notify the Contractor. Discovery of concealed damages or loss will be reported by the Client to the carrier and the Contractor within seven days of receipt and prior to removal from the point of delivery if possible. It shall be the Contractor's responsibility to file a claim against the carrier. If damage is to a small quantity, with the approval of the Client, the Contractor may deduct the amount of damage or loss from his or her invoice to the Client in lieu of replacement.

**16. Choice of Law**

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of law.

**17. Forum Selection**

The parties hereby agree that any claims, causes of action or disputes arising out of, relating to or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of the City of Martinsville, Virginia or if appropriate jurisdiction exists, in the appropriate United States District Court.

**18. Severability**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

**19. Limitation of Liability**

The Contract is subject to annual appropriation by the governing body of the Client. Neither the Contract nor any amount due or to become due under the Contract shall be deemed to constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political

subdivision thereof, including the Client. Neither the Commonwealth of Virginia nor any political subdivision thereof, including the Client, shall be obligated to pay any amount due or to become due under this Contract except from funds annually appropriated by the governing body of the Client for such purpose.

**20. Notices**

All requests, notices and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery or telegram to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the Client shall be sent to:

Robert Fincher  
City Manager  
P.O. Box 1112  
55 W. Church Street  
Martinsville, VA 24112

And

Sands Anderson PC  
ATTN: Stephen V. Durbin, Esq.  
150 Peppers Ferry Rd, NE  
P.O. Box 2009  
Christiansburg, VA 24068-2009

**21. Contractual Claims Procedure**

- A. Contractual claims or disputes by Contractor, whether for money or other relief, except for claims or disputes exempted by law from the procedure set forth herein, shall be submitted in writing no later than sixty (60) days after the event giving rise to such claim; provided, however, that Contractor shall give the Client written notice of its intention to file a claim or dispute within fifteen (15) days after the occurrence upon which the claim or dispute shall be based. Any written notice of Contractor's intention to file such a claim or dispute need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Contractor files such written notice, Contractor shall proceed with the work as directed. If Contractor fails to make its claim or dispute, or fails to give notice of its intention to do so as provided herein, then such claim or dispute shall be deemed forfeited.
- B. The Client, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within one hundred twenty (120) days of final payment. Each such decision rendered shall be forwarded to the Contractor by written notice.

- C. If the Contractor disagrees with the decision of the Client concerning any pending claim, the Contractor shall promptly notify the Client by written notice that the Contractor is proceeding with the work under protest. Any claim not resolved, whether by failure of the Contractor to accept the decision of the Client or under a written notice of Contractor's intention to file a claim or a detailed claim not acted upon by the governing body of the Client, shall be specifically exempt by the Contractor from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- C. The decision on contractual claims by the governing body of the Client shall be final and conclusive unless the Contractor appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court. Any clause contained in any Seller proposal conflicting with this procedure is hereby revoked and repealed. Binding arbitration shall not be required by either party as a dispute resolution procedure.

## APPENDIX C

## Virginia State Corporation Commission (SCC) registration information

The offeror (check one):

- is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_.
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust.
- 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 offeror 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 offeror's out-of-state location).
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):**

### **ANTI-COLLUSION STATEMENT**

In the preparation and submission of this proposal, we did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competition in violation of the Sherman Anti-Trust Act, 15 USCS Sections 1 et seq., or the Conspiracy to Rig Bids to Government Statutes, Virginia Code Sections 59.1-69.6 through 59.1-69.9. The undersigned hereby certifies that this proposal, any ensuing contract, or any claims resulting from either, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by, Martinsville City Council or the City of Martinsville has an interest in, or is concerned with, this proposal; and, that no person or persons, firm or corporation, other than the undersigned, have or are interested in this bid.

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Offeror

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATION OF INTEREST & RELATIONSHIPS  
WITH THE MARTINSVILLE CITY COUNCIL, CITY OFFICERS OR EMPLOYEES**

Offeror hereby certifies that neither Offeror, nor any of Offeror's officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Martinsville or the Martinsville City Council of Martinsville City, Virginia.

To the extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

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Neither Offeror nor any of its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, The City of Martinsville, or the City Council of Martinsville City, Virginia.

The following individuals currently maintain a financial relationship with Offeror.

City of Martinsville Employee's Name:

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Position with the City of Martinsville:

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Nature of Relationship: \_\_\_\_\_

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The following individuals currently maintain a familial relationship with Offeror.

City of Martinsville Employee's Name:

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Position with the City of Martinsville:

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Nature of Relationship: \_\_\_\_\_

---

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Offeror

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **DEBARMENT STATEMENT**

I certify that the offeror is not currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has been employed by or associated with any firm which is currently debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

I certify that the offeror has never been debarred, or otherwise declared ineligible by any public agency from bidding or furnishing materials, supplies or services. I further certify that no principal, officer or director of the offeror has ever been employed by or associated with any firm which has ever been debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services.

---

Offeror

---

Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_