

REQUEST FOR PROPOSALS

RFP

RFP#: DHCD-907-35-01-31-24

Issue Date: February 15, 2024

Title: Virginia Main Street Design Services

Commodity Code: 907-35 Designing Services

Issuing Agency: Virginia Department of Housing and Community Development
600 East Main Street, Suite 300
Richmond, Virginia 23219

Where work will be performed: In Virginia Main Street Communities, statewide

Period of Contract: July 1, 2024 through June 30, 2025

Contract Renewal Period: Up to Four (4) Years following initial contract period.

Proposals for furnishing the services described herein will be received until: **April 11th, 2024 4:00 p.m. EST**

All inquiries for information should be directed to:

Courtney Mailey
Program Manager, Virginia Main Street
Telephone: (804) 385-0191
Email: courtney.mailey@dhcd.virginia.gov

PAPER OR HAND-DELIVERED BIDS WILL NOT BE ACCEPTED IN RESPONSE TO THIS SOLICITATION. ALL BIDS MUST BE SUBMITTED ELECTRONICALLY BY APRIL 11th, 2024 4:00 P.M. EST VIA THE VIRGINIA PROCUREMENT SITE WHICH CAN BE FOUND AT [HTTPS://eVA.VIRGINIA.GOV](https://eVA.VIRGINIA.GOV). ANY ASSISTANCE SUBMITTING BIDS THROUGH THIS SYSTEM MUST BE DIRECTED SOLELY TO eVA SUPPORT/HELPDESK 1-866-289-7367.

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

***PREBID CONFERENCE:** A optional prebid conference will be held on March 19th 2024 10:00 a.m. EST at the Virginia Department of Housing and Community Development, 600 East Main Street, Suite 300 Richmond, Virginia 23219. (Reference: VIII Preproposal Conference). If special ADA accommodations are needed, please contact Christopher Mattox at (804) 678-8025 by March 12th 2024.

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror must submit inquiries, via email, to the Contracting Officer named above no later than five (5) working days before the due date. Please include "RFP#: DHCD-907-35-01-31-24" in the subject line of the email. If the Agency concludes that answers are required, they will be answered by an addendum posted on www.eva.virginia.gov. It is the responsibility of the Offeror to download any addendum.

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.f 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.

Table of Contents

I	PURPOSE	Page	4
II	BACKGROUND	Page	4
III	STATEMENT OF NEEDS / SCOPE OF SERVICES	Page	5
IV	DELIVERY REQUIREMENTS	Page	9
V	REPORTING AND DELIVERY INSTRUCTIONS	Page	9
VI	QUALIFICATIONS	Page	10
VII	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	Page	10
VIII	EVALUATION AND AWARD CRITERIA	Page	13
IX	PREPROPOSAL CONFERENCE	Page	14
X	GENERAL TERMS AND CONDITIONS	Page	14
XI	SPECIAL TERMS AND CONDITIONS	Page	23
XII	METHOD OF PAYMENT	Page	27
XIII	PRICING SCHEDULE	Page	27
ATTACHMENTS:			
	Attachment A: Annex 7-G Small Business Subcontracting Plan	Page	28
	Attachment B: Vendor Data Sheet	Page	31
	Attachment C: Proprietary/Confidential Information Identification	Page	32
	Attachment D: State Corporation Commission Form	Page	33

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract with the Virginia Department of Housing and Community Development (DHCD) for comprehensive design services for the Virginia Main Street program (VMS)'s designated Main Street communities, located throughout the Commonwealth of Virginia

Failure to provide information required by this RFP will be grounds for rejection of the proposal.

II. BACKGROUND:

The Virginia Main Street program is an initiative of the Virginia Department of Housing and Community Development (DHCD) developed to help small to mid-sized localities revitalize their historic downtown commercial districts following the national Main Street Approach™ model of self-help and local funding. The model is based on economic development in the context of historic preservation.

In the 1970s the National Trust for Historic Preservation developed the Main Street Approach™ to help prevent downtown districts across the country from economic decline and possible demolition of historic commercial architecture. DHCD created VMS in 1985 and Virginia became the 15th state to follow the Main Street Approach™. This unique program works to re-energize economic development of historic downtown commercial districts while utilizing their cultural assets and character. This is further accomplished by pooling the resources of their local civic and business leaders who are determined to bring their designated Virginia Main Street communities back to life.

Virginia has a network of 27 designated Main Street communities competitively selected to participate in VMS. These communities typically range in population from 3,000 to 65,000 and have participated in the program anywhere from one year to nearly 40 years, and have varying degrees of participation with the program. New designated communities are selected for participation every three to four years as resources allow.

As part of the services to designated Virginia Main Street communities, VMS provides comprehensive design assistance. The main goal of this assistance is to foster physical and economic revitalization by encouraging property owners to invest in their buildings to restore or repair their facades or to adaptively re-use them in historically appropriate manners and within the scope of a comprehensive downtown vision.

III. STATEMENT OF NEEDS:

A. General

1. Working in close cooperation with the Representative of the DHCD, the Contractor shall provide all of the services, materials, equipment, facilities, and personnel required to carry out the work described below.
2. The selected Contractor shall report to the Virginia Main Street Program Manager.

B. Scope of Work

VMS seeks to provide comprehensive design assistance for the historic downtown commercial districts of designated Virginia Main Street communities. All work must be consistent with the Main Street Approach™ and reflect a thorough understanding of historic revitalization and rehabilitation as described by the Secretary of Interior's Guidelines for Historic Rehabilitation (Department of Interior regulations, 36 CFR 67) (<http://www.nps.gov/history/hps/tps/standards/rehabilitation.htm>). Additionally, the successful applicant will provide an ample understanding of the complementary nature of each building in relationship to the totality of the individual district, as well as the state. This work shall include historically appropriate drawings of building facades, public spaces, streetscapes, wayfinding tools and other design elements of historic downtown commercial districts. Specifically, the scope of work shall include:

Newly Designated Community Assistance

Approximately every two to three years, VMS will competitively select up to ten new communities for participation in the program. It is anticipated that this will occur during first year of the contract period. The following services would be offered only in conjunction with the periodic designation of new Virginia Main Street communities.

1. Design Committee Training for Newly Designated Communities. The Contractor will conduct training for newly designated Virginia Main Street communities' Main Street Program design committee. Such training shall have an outcome of creating a community base of knowledge regarding historic architecture, the value of historic preservation, appropriate historic preservation techniques, appropriate historic rehabilitation design, and creation and implementation of successful design incentive programs. All of these should be presented within the framework of the Main Street Approach™.
2. One-day Reconnaissance Visits to Newly Designated Communities. The Contractor will conduct one-day visits to newly designated Virginia Main Street communities along with VMS staff in order to determine key issues and priorities for the community with a focus on design needs. The design portal (see Ongoing Design Assistance #2) will also be available to each new community as a key resource material.

On-going Design Assistance

1. Design Specialist. To carry out the Contractor's responsibilities, the Contractor shall assign a design specialist to address design solutions and preliminary cost estimates for streetscape improvements, wayfinding systems, and building or storefront rehabilitations proposed by property owners/tenants in designated Virginia Main Street communities based on each building's historic and architectural characteristics.
 - a. The Contractor's selected design specialist must be approved by the Virginia Main Street Program Manager prior to assignment to this project. The design specialist should have adequate training and experience, including a professional degree in Architecture and/or Design; a minimum of fifteen (15) years' experience working in rehabilitation design within the scope of historic commercial districts and downtowns; ten (10) years' experience working within the framework of the Main Street Approach™; and proficiency in appropriate hardware/software applications including but not limited to CAD and Google Sketch Up. **Any subsequent change of the individual serving as the design specialist requires the Virginia Main Street Program's advance approval.**
2. Design Portal. The contractor will provide architectural design materials, in electronic format, to all community Main Street managers available online 24 hours a day, seven days a week. This portal should include information about basic design principles for streetscaping, urban landscaping, wayfinding signage and façade improvements. It will include diagrams, images and specific case examples of design elements proven to have enhanced economic viability, safety and aesthetics of historic downtown commercial districts. This document shall also outline the services the contractor can provide as part of the Virginia Main Street contract. The portal shall be used as a reference throughout the year for VMS staff as well as local program managers.
3. Presentations. The Contractor shall provide in-person training during a Virginia Main Street conference and/or a Regional Rev Up and web-based training sessions on Adaptive Reuse, Historic Preservation Tax Credits, and other design related topics as determined. Training sessions shall be coordinated with the Virginia Main Street Program Manager, promoted by VMS staff and topics agreed upon in advance. Training materials should be provided electronically to VMS staff and training attendees.
4. Design Renderings. The Contractor shall provide ten (10) drawings for designated Virginia Main Street communities on an as-needed basis during the term of this Agreement, including façade, limited schematic site and streetscape design, and limited sign design. These ten (10) drawings are in addition to any drawings provided as part of any other section of this Agreement.
5. Drawings Methodology. The majority of required drawings will consist of the exterior rehabilitation of individual buildings. The range of drawings will run from black and white sketches to detailed elevations with specifications attached for specific colors and materials. **These are not expected to be full scale architectural drawings.** The Contractor shall use the following drawing methodology.

- a. Standards. Each drawing must conform to the *Secretary of the Interior's Standards for Rehabilitation* and local design guidelines and building codes.
 - b. Local Documents. The Contractor shall review documentation provided by the local representative, such as National Register District nominations, architectural surveys, historical preservation ordinances, design guidelines, sign ordinances, zoning ordinances, downtown plans, historic photos, and public improvement studies. In addition, the Contractor shall provide façade drawings based upon information gathered during the on-site investigations and interviews, and through historical research and architectural investigation.
 - c. Required Information. The drawings must show existing conditions and must include notes on architectural elements and sign elements and recommendations on removal, repairs, restoration, reconstruction, and additions. Each drawing must include a specifications sheet for paint colors and awnings. Information on the sources of materials and hardware and preservation techniques must also be included. An estimate of project costs must also be provided.
 - d. Archiving. The Contractor shall archive each drawing, both electronically (in common formats such as .pdf or .jpg) and as a print copy as a record of the design delivered to the building owner. The Contractor will also upload electronic files of drawings to an online portal, accessible to Main Street managers and Virginia Main Street staff. The Contractor shall maintain both archives and provide VMS with copies when requested (subject to the payment of a charge for reproduction). The electronic version of the archive shall be in a common format such as .pdf or .jpg. Electronic copies of the archives shall be provided free of charge.
 - e. Follow-up Consultations. The Contractor shall provide revised drawings if requested by the building owner or tenant and provide advice to the owner/tenant and the contractor during construction. The Contractor shall photograph each building on the completion of construction and maintain electronic archives of such photographs and provide VMS with copies when requested (subject to the payment of a charge for reproduction). The electronic version of the archive shall be in a common format such as .pdf or .jpg. Electronic copies of the archives shall be provided to VMS free of charge.
6. Assistance by Phone. The Contractor shall provide up to twenty-five (25) hours of design and technical assistance by phone for local Main Street program managers, owners and tenants from designated Virginia Main Street communities. The purpose of this service will be to provide general technical information on accepted rehabilitation techniques and the conservation of building materials, as well as information on administering a successful local design incentive program.

7. One-Day Site Visits, Design Renderings & Technical Assistance.

The Contractor will provide up to six (6) site visits to designated Virginia Main Street communities based on criteria to be determined by Virginia Main Street Program Manager. These on-site visits shall include meeting with property owners and studying individual buildings to find feasible design solutions that assure implementation. Such design consultations with property owners will range from assistance in selecting exterior paint colors and compatible sign design to recommendations on entire storefront design and rehabilitation. The Contractor shall also provide general technical assistance on proper building rehabilitation techniques consistent with the *Secretary of the Interior's Standards for Rehabilitation*. A total of twenty-four (24) façade improvement drawings will also be created based on projects identified during the visits, the distribution of which will be determined during the course of this contract.

- a. The Contractor shall also establish a process for the provision of design renderings via long-distance should site visits not be necessary due to the nature of the project.
- b. In addition, if there is a need for a building code analysis, the Contractor shall provide one. A building code analysis includes an evaluation of use, building construction type, etc., and an executive summary of code requirements for each building to include intended uses or actions the building owner must take to be able to use a building for the intended use.

8. Specialized Design Visits.

The Contractor will conduct six (6) specialized design visits to designated Virginia Main Street communities as determined in conjunction with the Main Street Program Manager. The purpose of the visits will be one of the following:

- a) Wayfinding Sign System Issues and Opportunities. Many of the designated Virginia Main Street communities need comprehensive wayfinding systems that not only direct travelers to the attractions of downtown, but once there, enable the visitors to find amenities such as parking, shopping, dining and the other attractions.

A wayfinding visit will include a preliminary assessment of existing signs, interviews with key stakeholders in the community about the need for a system, potential destinations, and current and potential graphics or system. A presentation will be made to the community summarizing these findings as well as an overview of what wayfinding is and recommendations for how the design and installation of the system can move forward. A follow-up report will be prepared and delivered to the community. This report will include schematic designs for the community including gateway and trailblazer signage and show examples from other communities and provide guidance for the best way for the community to move forward with designing and implementing a system. This guidance shall include cost estimates and examples, but need not be a construction document.

- b) Feasibility Study. The purpose of this service is to assist property owners and the community in how to proceed with making improvements to “white elephant” buildings or buildings “ready for demolition.” A feasibility study visit will include the evaluation of the building, which can be no more than roughly 6,000 – 9,000 sq feet of floor space. The visit will include a preliminary assessment of the building’s architectural features and historic value and documentation of the building and an interview with the property owner to learn possible uses. A brief report will be prepared that includes a scope of work necessary to bring the building back into service, a building code analysis, potential uses, plans and historic tax credit potential. A range of comparable construction cost estimates will be included in the final report.
- c) Interior Layout Design. The purpose of this service is to assist business owners in how to appropriately design the interior of their retail or restaurant or special services business to maximize visibility, market position and customer attraction. An interior design rendering will be provided to the business owner and Main Street program director along with written description of recommendations. This brief report should include best practice principles, but also cater to the specific business, location and community.

- 9. Articles. When requested by the Virginia Main Street Program Manager, the Contractor shall provide one (1) article annually on design topics for publication in VMS’s annual report, and up to four (4) articles for the VMS blog.

IV. DELIVERY REQUIREMENTS AND SCHEDULE:

- 1. Specific agreed upon tasks, products and deliverables within the contract period shall be completed on schedules approved by DHCD.
- 2. The selected Offeror in consultation with DHCD, shall establish a mutually agreeable calendar of dates to deliver the specified above.
- 3. DHCD, in consultation with the Consultant, shall establish a payment schedule based on a mutually agreeable calendar of dates to deliver services specified above.

V. REPORTING AND DELIVERY INSTRUCTIONS:

- 1. Quarterly Reports. The Contractor shall submit quarterly progress reports to Virginia Main Street Program Manager according to the following schedule: (1) September 30, 2024, (2) December 31, 2024, (3) March 31, 2025, and (4) June 30, 2025.
 - a) Each report must contain a brief written account of the work performed in each community during the quarter just ended, including a description of the drawings and design revisions delivered, the number and duration of site trips, and any other work performed for the Program.
 - b) Each report must contain a list of all of the projects that will require drawings in each community with a projection of those that will be completed in the coming quarter. This section will be distributed to the appropriate local Program Manager in the participating communities.

VI. QUALIFICATIONS:

1. Ten years' experience in the field of historic commercial and preservation design to include knowledge of the Secretary of Interior's Historic Rehabilitation Guidelines and state and federal tax credit programs. Five years' experience with the application of the Main Street Approach™.
2. A proven track record of timely delivery of multiple products for multiple clients.
3. Must have outstanding skills to deal effectively and persuasively with a wide variety of clients and constituents with varying degrees of awareness and understanding of the Main Street Approach™, historic commercial architecture and buildings, and historic preservation. These constituencies include local government officials, property and business owners, and local designated Virginia Main Street community program managers.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General:

1. RFP Response: In order to be considered for selection, an Offeror is to submit a complete response to this RFP no later than April 11th 2024 @ 4:00 pm EST. Responses received after the submission due date and time will not be accepted.
2. Application Submission: Applications shall be submitted electronically through the Virginia Electronic Procurement System, eVA. Electronic Proposal Submission to eVA VBO: Offerors must be registered with eVA in order to submit an electronic response to the RFP. If your organization is already registered in eVA, your organization is strongly encouraged to login to eVA to verify your eVA registration status is active and your account information is correct before your organization uploads your proposal response. One (1) complete proposal and all required forms and attachments must be uploaded to the eVA VBO prior to the date and time set for receipt. eVA will not allow an applicant to upload documents after the cut-off time set for proposal receipt. **Offerors must also submit Attachment A, B, C, D and submit one (1) redacted electronic copy only if Offeror has invoked the protections (trade secrets/proprietary information) of §2.2-4342F of the Code of Virginia.) Redacted copy must be identical to the original electronic copy with the exception of removal/overwritten redacted information (mark "REDACTED").**
3. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. 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 requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which 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.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove That Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal..
 - e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. 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.
4. 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 agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the Department of Housing and Community Development may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. PDF the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
 - a. What, when and how the service will be performed.
 - b. Time frame for completion.
5. Proposed Price. Indicate in the pricing schedule and itemize individual service costs.
6. A price for each additional meeting outside the number included in the proposal.
7. Small Business Subcontracting Plan – Summarize the planned utilization of Department of Small Business and Supplier Diversity DMBE-certified small businesses which include businesses owned by women and minorities, when they have received small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses, or no subcontracting opportunities exist. Complete Annex 7-G.
8. One copy of an institutional management plan completed by the Offeror that shows an institutional management plan embracing a variety of public-private functions, with a management chart showing staffing.

VIII. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria:
Proposals will be evaluated by the Owner using the following criteria:

	SERVICE	POINTS
1)	Understanding of the Assignment	20
2)	Expertise, qualifications, and references of Offeror	30
3)	Proposed methodology/procedures	20
4)	Price	10
5)	Small Business & Women and Minority Owned Business	20
	TOTAL	100

- B. Award of Contract:

Selection “may” 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. The Offerors may be invited to interview for the position. The Owner may cancel this Request for Proposals or reject all proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. (§11-65D, Code of Virginia.) Should the Issuing Agency or public body 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 Offeror/Contractor's proposal as negotiated.

IX. PREPROPOSAL CONFERENCE:

***PREBID CONFERENCE:** A optional prebid conference will be held on March 19th 2024 (10:00 a.m.) at the Virginia Department of Housing and Community Development, 600 East Main Street, Suite 300 Richmond, Virginia 23219. (Reference: VIII Preproposal Conference). If special ADA accommodations are needed, please contact Christopher Mattox at (804) 678-8025 by March 12th 2024.

While attendance at this conference will not be a prerequisite to submitting a bid/proposal, bidders/offerors who intend to submit a bid/proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

X. COMMONWEALTH OF VIRGINIA GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 - E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 - F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
 - G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

1. **Request For Proposals:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:
 - a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **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 costs 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 provision 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.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> § 8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

CC. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability. The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training. For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee. The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

XI. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD:** 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 agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth 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 (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth 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.
3. **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.
4. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
5. **eVA ORDERS AND CONTRACTS:** The solicitation/contract may result in Five (5) purchase order with the applicable eVA transaction fee assessed for each order. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
6. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the

acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

7. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

8. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All contractors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the contractor shall note such on the Small Business Subcontracting Plan. No contractor or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or Request for Proposals FAM-23-082 Page 28 of 29 REV August 2023 institution reserves the right to pursue other appropriate remedies for noncompliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
9. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
10. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
11. **OWNERSHIP OF MATERIAL:** Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this Contract without the prior written consent of the purchasing agency.
12. **ACCEPTANCE OF ELECTRONIC SIGNATURES:** Any signature delivered via facsimile or other electronic means shall be deemed to be an original signature.
13. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard

this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

14. **CONTRACTOR AS INDEPENDENT ENTITY**: During the performance of this contract, the contractor shall be regarded as an independent entity and not as an agent or employee of the Commonwealth of Virginia. The contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.
15. **CONTRACTOR'S PERFORMANCE**: The Purchasing Agency may monitor and evaluate the Contractor's performance under the contract through analysis or required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Purchasing Agency. Performance under this contract shall be a primary consideration for renewals of this contract and may be a consideration in future contract awards and negotiations.
16. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 60 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
17. **CONTINUITY OF SERVICES**:

The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

XII. METHOD OF PAYMENT:

- A. Payments will be made monthly to this Contractor for the proportional part of the services rendered during the period.
- B. This Contractor shall submit to the DHCD by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. The lump sum fixed fee will include all services for the contract period, including expenses.
- D. Should services be required beyond that time, this Contractor will be compensated at a rate set forth in the Contract or, if not set forth in the Contract, at a rate commensurate with the services provided and at the equivalent rates used in the Contract for the personnel classifications involved.

XIII. PRICING SCHEDULE:

The Offeror agrees to provide services in compliance with the Statement of Needs and terms and conditions of this Request for Proposals at the proposed lump-sum fixed price of \$ _____.

Please quote pricing information for additional tasks (not listed in RFP) if requested by the purchasing agency.

Hourly Rate \$ _____

Weekly Rate \$ _____

RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth upon written agreement of both parties for (one year) / (4) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

Attachment A

Annex 7-G

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____

Date: _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.

- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- Small Business

- Small and Women-owned Business

- Small and Minority-owned Business

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Attachment B

Datasheet

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 proposal response nonresponsive.

1. **Qualification of Firm:** Offeror's signature on this solicitation certifies that his or her firm has the capability and capacity in all respects to satisfy all contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service: _____ years _____ months.

3. Is your firm currently registered in eVA and and DSBSD ?

Yes _____ Under what name? _____
 No _____

Yes ___ No ___ **DSBSD Certification Number:** _____

4. **References:** Indicate below a listing of at least three (3) references for which you have provided this type of service. One reference must be of an account of similar size to the Commonwealth of Virginia and one reference must be of a recent client whose business you lost. Include the dates service was furnished and the name and address of the person DHCD has permission to contact. A narrative statement shall be provided for each reference, describing the scope, size and type of services provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

Client	Date	Address	Contact Person (w/ phone and fax number and email address)

Attachment C
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

Check here, if no proprietary/confidential information is contained in your submission. Things to consider, include but not limited to personal identifying information (such as full name, address, driver’s license, email address), bank account information, financial records, etc.)

Signature: _____

Title: _____

RFP Number _____

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

**ATTACHMENT D
STATE CORPORATION COMMISSION FORM**

The offeror:

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):