

REQUEST FOR PROPOSALS (RFP)

RFP # 1200001-999

Issue Date:	March 5, 2012
Title:	Uranium Study
Commodity Code:	91843
Issuing Agency:	Commonwealth of Virginia Department of Health Office of Purchasing & General Services Attn: Daniel Wilborn, Contract Officer 109 Governor Street, Room 1214 Richmond, VA 23219
Using Agency And/Or Location Where Work Will Be Performed:	Department of Health

Initial Period of Contract: From Date of Award through **November 30, 2012.**

Sealed Proposals Will Be Received Until 2:00 p.m. on April 4, 2012 For Furnishing The Services Described Herein.

All Inquiries for Information Should Be Directed To: Daniel Wilborn, Contract Officer, Phone: (804) 864-7519 or E-mail: daniel.wilborn@vdh.virginia.gov. **Questions will be accepted until close of business on March 14, 2012.**

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE DELIVERED BY COURIER OR HAND DELIVERED, DELIVER TO: THE ISSUING AGENCY SHOWN ABOVE, Attn: Daniel Wilborn, Contract Officer.

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

State Corporation Commission ID Number: _____
(See Special Terms and Conditions)

Name and Address Of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature in Ink)
_____	Name: _____
_____	(Please Print)
_____ Zip Code: _____	Title: _____
eVA Vendor ID or DUNS # _____	Phone: (_____) _____
E-mail: _____	Fax: (_____) _____

PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held at 2:00 p.m. on March 16, 2012 at the Department of Health, 109 Governor Street Room 1218, Richmond, VA, 23219. Reference: Section VII herein. NO ONE WILL BE ADMITTED AFTER 2:10 p.m. If special ADA accommodations are needed, please contact Daniel Wilborn at 804-864-7519 by March 13, 2012.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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- I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for contractor services to conduct a study of uranium mining and milling issues in Virginia relevant to the statutory jurisdiction Virginia Department of Health (VDH).
- II. **BACKGROUND:** The Governor has directed that a study should be conducted and a report produced for a framework for future regulations that would need to be developed if the Virginia General Assembly should decide to lift the current moratorium on uranium mining and milling in Virginia. A contractor is needed to provide technical experts who can advise the VDH on the regulatory gaps that would need to be filled.
- III. **STATEMENT OF NEEDS:** The contractor shall furnish all labor and resources necessary to conduct a study of uranium mining and milling issues in Virginia, to include the work tasks listed below.

A. Initial Literature Analysis and Recommendations

To conduct research and provide a report that:

1. **Virginia & Other Relevant Studies:** Utilizing summary information prepared by the Uranium Working Group agencies from the existing Virginia uranium mining studies (that is, National Academy of Sciences/National Academies Press [NAS/NAP], Virginia Beach, Roanoke River Basin, Chmura, as well as other relevant studies), and make recommendations relevant to the Board of Health's mission to protect public health and the environment. The summary should include, but not be limited to: uranium milling and mining, public drinking water systems, private wells, cisterns, springs, and recreational water issues, human and animal health (including occupational and reproductive health; teratogenesis; mutagenesis; carcinogenesis; unintentional injury; chronic disease; and toxic exposures (both acute and chronic), silicosis, and other unusual occurrences of diseases of public health concern with special attention to vulnerable populations such as infants and children).
 - a) Review available scientific literature on: 1) epidemiologic studies measuring long-term effects of exposures to radioactive materials and toxic substances as might be encountered in mining operations of the type proposed for Virginia; 2) limitations of available studies and recommendations of public health experts on design of relevant studies.
 - b) Assist VDH with development of surveillance and epidemiologic studies to evaluate short and long term health effects associated with mining. Studies must include consideration of sources for accurate, valid baseline levels of materials of concern in the environment and in animals and humans.
2. **Existing Regulatory Programs:** Compares existing uranium mining and milling regulatory programs including Nuclear Regulatory Commission (NRC), any agreement state programs, and international programs (such as Canada and France) and recommends provisions from within those regulatory programs that are relevant to the Board of Health's mission as described above. Identify where additional requirements may be appropriate to accommodate

Virginia-specific population density, rainfall, climate, water table levels, and unique geography.

3. International Emerging Standards: Summarizes pertinent information and studies from such groups as the International Atomic Energy Agency, the World Nuclear Association, etc. and provides recommendations based on this review that are relevant to the Board of Health's mission as described above, including modern best international practices and other emerging standards and technologies. Identify internationally accepted best practices that can be implemented to mitigate the risk of radioactive releases, discussing technologies available to reduce emissions and maintain a focus on pollution prevention and reduction, including strategies for emergency hazards enumerated in the Commonwealth of Virginia Emergency Operations Plan.

DELIVERABLE: Report – Due: three (3) weeks after contract award date.

B. Ongoing Technical Advice and Assistance to Commonwealth of Virginia Staff

VDH is requesting the Contractor to accomplish the following tasks between Contract Award Date and October 15, 2012 (specific interim due dates for issues analyses as directed by Workgroup staff):

To accomplish the following tasks between Contract Award Date and October 15, 2012 (specific interim due dates for issues analyses as directed by VDH staff):

1. **Coordinate with VDH staff and be available to attend at least monthly progress meetings to develop analyses of the following items and to develop and provide a final report. The Contractor must be available to meet with VDH staff, either face-to-face or via conference calls, as needed to develop interim deliverables and the final report that:**
 - a) Compares the Commonwealth's existing statutes and regulations to recommendations in the initial report (referenced in Part I above);
 - b) Identifies areas where VDH's existing regulations might need to be modified or expanded to ensure protection of public health and the environment;
 - c) Recommends changes (including statutory changes) to meet these needs.
 - d) Evaluation must include a review of the following:
 - 1) Waterworks Regulations (12VAC5-590 *et seq.*);
 - 2) Disease Reporting and Control Regulations (12VAC5-90-90 *et seq.*) (requirements for reporting by healthcare providers and laboratories);
 - 3) Private Well Regulations (12VAC5-630 *et seq.*) Develops conceptual framework and initial project costs to determine the impact on quantity and quality of water in private wells and springs and recommended procedures for replacing or remediating affected supplies. Framework should be capable of characterizing an inventory of impacted wells, springs, recreational waters and cisterns.
 - 4) Facilitate the stakeholder process, including any potentially inspected regulated community (at least 5 statewide meetings with separate final report) to gauge

concerns and identify possible solutions concerning regulation of public water supplies and private wells as to water quality and quantity.

- 5) Regulations concerning recreational use of waters (campgrounds, summer camps, etc.).
 - e) Determines and characterizes available data (including national and Virginia-specific data) on potential health outcomes related to exposures of concern. Determines if current reporting requirements and laboratory testing capability cover chemicals likely to be encountered in mining operations under consideration. Determines if current tobacco use surveillance is adequate for establishing baseline data for rates of lung cancer, silicosis, and radon-associated health problems using standard epidemiological analytic methods. Determines whether other available data is sufficient to establish baseline rates for conditions of concern (e.g., current silicosis reporting data) or if retrospective or other studies are indicated to determine baseline rates. Evaluate and propose changes to cancer, congenital malformation reporting if necessary.
 - f) Develop and test case report investigation worksheets and other documents for local Health Department and Central Office use in any necessary investigations for relevant health outcomes.
 - g) Determine locus of responsibility for the long-term monitoring of adverse health effects ensuring worker health and safety as well as additional recommended monitoring.
 - h) Monitoring work spaces, monitoring exposures for mine workers, tracking of worker cumulative exposures, adequacy of existing MSHA regulations and comparisons with international standards for radon and radon daughters.
 - i) Develops a recommended framework for environmental, human health and animal health monitoring so that data can be maintained in compatible systems for analyzing health effects, including long term monitoring.
 - j) Determines potential impacts (if any) on cisterns and onsite sewage systems.
2. **The recommendations should address VDH-related issues, including those listed below, as well as any other issues identified by the Contractor as being necessary and relevant for effective life cycle regulation of uranium mining and milling in Virginia:**
- a) Water Quality Monitoring plan for surface waters, including but not limited to:
 - 1) Human health risks associated with chemical toxicity;
 - 2) Human health risks associated with radiological toxicity; and,
 - 3) Human health risks associated with consumption of affected animal and marine populations.
 - b) Water Quality Monitoring plan for groundwater, including but not limited to:
 - 1) Human health risks associated with chemical toxicity;
 - 2) Human health risks associated with radiological toxicity;
 - 3) Human health risks associated with consumption of affected animal and marine populations; and,

- 4) The potential impact on groundwater quality and quantity as these affect public wells, private wells and springs.
- c) Adequacy of Virginia's Water Quality Standards for groundwater and surface waters, and Virginia's Waterworks Regulations as they relate to human health outcomes:
 - 1) To address water-soluble radionuclides or absorbed chemicals;
 - 2) To address the potential for undiluted tailings liquids to exceed existing Safe Drinking Water Act standards for uranium; and,
 - 3) To address the potential for revised Public Drinking Water System's monitoring schedules for radiological contaminants and other hazardous substances within potentially impacted areas.
- d) Evaluate the existing standards for the safe disposal of mine waste as it pertains to human health.
- e) Evaluate necessary components of full environmental impact analysis.
- f) Methods for incorporating "As Low As Reasonably Achievable" (ALARA) standards into Commonwealth regulations, like those that exist for radiological protection.
- g) Recommendations for compliance period financial assurance mechanisms providing for minimization of long-term impacts to water resources and necessary remediation.
- h) Recommendations for environmental monitoring, including but not limited to:
 - 1) Required components of an environmental monitoring plan;
 - 2) Recommended goals to include in an environmental monitoring plan; and,
 - 3) Recommended baseline and characterization data needed.
- i) Evaluation of NRC regulations for milling and tailings management given state-specific climate (e.g., rainfall) and hydrologic considerations.

DELIVERABLE: Interim Analyses of Issues – Due: As needed for meetings with VDH staff.

DELIVERABLE: Final Report – Due: October 15, 2012.

C. Assist VDH in preparing and presenting reports:

The Contractor will assist VDH in preparing and presenting information and assist in VDH staff's presentations.

D. Assist VDH in formulating a draft conceptual regulatory framework.

Discuss the reports and recommendations enumerated above with VDH and assist staff in implementing findings/recommendations into a draft conceptual regulatory framework that would address VDH-issues for the entire life-cycle compliance period of milling projects in Virginia, as well as other impacted Commonwealth of Virginia regulations.

DELIVERABLE: Assist VDH in preparing a Draft Conceptual Regulatory Framework – Due: November 1, 2012.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP as follows:
 - a. One (1) complete original hardcopy (marked “original”), with permission for VDH to make copies;
 - b. Six (6) complete hardcopies (marked “copy”);
 - c. Two (2) redacted hardcopies, with proprietary and trade secret information removed;
 - d. One (1) complete electronic copy on CD-ROM;
 - e. One (1) redacted electronic copy on CD-ROM with proprietary and trade secret information removed.

No other distribution of the proposal shall be made by Offeror. VDH will not compensate Offeror for the cost of proposal preparation whether or not an award is made.

All electronic proposal materials are to be provided in either Microsoft Word or Excel (2003 or compatible format).

The redacted version of the proposal must have all proprietary information deleted that has been marked as proprietary as described in RFP Section IV A.2.f. The redacted version of the proposal must be carefully edited, altered, and refined by Offeror in order to protect and maintain complete confidentiality of protected information.

2. **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 subletter 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 Offerors' proposal.
 - e. 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.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the 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.
3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the 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. **The offeror's proposed Project Manager must attend any oral presentations requested.**

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the evaluation committee may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return 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. **Complete Attachment A.**
3. A written narrative statement to include:
 - a. Experience in providing the 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 services requested in the Statement of Needs.
5. Proposed Price: Indicate in the Pricing Schedule, Section XI of the RFP.
6. Small Business Subcontracting Plan: Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE 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 Attachment B.**
7. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 of the *Code of Virginia*. **Complete Attachment C.**

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals shall be evaluated by the evaluation committee using the following criteria:

	POINT VALUE
1. Specific plans or methodology to be used to perform the requested services	35
2. Experience/qualifications of firm and personnel assigned to perform the services	35
3. Price	10
4. Small Business Subcontracting Plan	20
TOTAL	100

B. AWARD OF CONTRACT: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals.

Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the 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.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. The contractor shall provide the reports and deliverables listed below. Reports shall be submitted to the Contract Administrator, Steve Harrison, for approval.
 - 1. **Initial Report** – Due: 3 weeks after contract award date see (section III.A.1-3)
 - 2. **Interim Analyses of Issues and Preparation/Presentations for Meetings** – Ongoing between contract award date and October 15, 2012 see (section III.B)
 - 3. **Final Report** – Due: October 15, 2012 see (section III.B)
 - 4. **Draft Conceptual Regulatory Framework** – Due: November 1, 2012 see (section III.C&D)
- B. The contractor shall provide a monthly report of subcontracting expenditures with small businesses in accordance with the Small Business Subcontracting Plan. The report shall be submitted by the 10th of each month to the VDH Contract Administrator, Steve Harrison.

VII. MANDATORY PREPROPOSAL CONFERENCE: A mandatory pre-proposal conference will be at **2:00 p.m. on March 16, 2012** at the Department of Health, 109 Governor Street Room 1218, Richmond, VA, 23218. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal.** Proposals will only be accepted from those offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 2:10 p.m.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. 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 proposals, 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.
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 proposals, offerors certify that

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

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 proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting 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 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 offeror has questions about the specifications or other solicitation documents, the prospective 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*, § 2.2-43.63).

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 OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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 scope of the contract. An 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. 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. INSURANCE: By signing and submitting a proposal under this solicitation, the 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 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. 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 per occurrence. (Only used if motor vehicle is to be used in the contract.)

R. 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.

S. 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.

T. NONDISCRIMINATION OF CONTRACTORS: A 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 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.

U. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2012, 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.
- d. For orders issued July 1, 2012 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.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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.

W. 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. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

X. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

Y. 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.

IX. SPECIAL TERMS AND CONDITIONS:

- A. ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Department of Health will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Department of Health has purchased or uses any of its products or services, and the contractor shall not include the Department of Health in any client list in advertising and promotional materials.
- B. 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.
- C. 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 be terminated by either party, 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.
- D. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one (1) purchase order with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, 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.
 - c. For orders issued July 1, 2011 thru June 30, 2012, 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.
- d. For orders issued July 1, 2012 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.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet 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.

E. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:	<u>April 04, 2012</u>	<u>2:00 pm</u>
Name of Offeror	Due Date	Time
	<u>1200001-999</u>	
Street or Box Number	RFP No.	
	<u>Uranium Study</u>	
City, State, Zip Code	RFP Title	

Name of Contract Officer: Daniel Wilborn

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. **KICK-OFF MEETING:** Within one (1) week of the contract award date, the contractor shall coordinate a kick-off meeting date with the Contract Administrator.
- G. **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.
- H. **PROJECT MANAGER:** The contractor shall designate an individual to serve as the Project Manager for the contract. The Project Manager will have responsibility for overall management of the contractor's activities in the performance of this contract and will be the primary point of contact for agency staff. The Project Manager shall be available to respond to agency staff within twenty-four (24) hours of receipt of an e-mail or telephone call.

Name of Project Manager: _____

E-mail Address: _____

Telephone Number: _____

I. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

- A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- B. 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 on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a

minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

- C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

- J. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 proposal a statement describing why the offeror is not required to be so authorized.

- K. 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.

X. METHOD OF PAYMENT:

- A. The contractor shall submit invoices as follows:

- **Upon delivery of the Initial Report** – an invoice in the amount of 20% of the grand total price. Due: 3 weeks after contract award date.
- **For Interim Analyses of Issues and Preparation/Presentations for Meetings between contract award date and October 15, 2012** – monthly invoices totaling 30% of the grand total price with the costs evenly divided for each month.
- **Upon delivery of the Final Report** – an invoice in the amount of 30% of the grand total price. Due Oct 15, 2012
- **Upon delivery of the Draft Conceptual Regulatory Framework** – an invoice in the amount of 20% of the grand total price. Due Nov 1, 2012

- B. All invoices shall reference the contract number and shall be sent to:

Department of Health
Attn: Steve Harrison
109 Governor St. 13th floor
Richmond, Virginia 23219

C. The contractor will receive payment within thirty days of receipt of an acceptable invoice by the Department of Health.

XI. PRICING SCHEDULE: Offerors shall submit a grand total price for conducting the Uranium Study in accordance with Section III, Statement of Needs.

GRAND TOTAL PRICE \$ _____

XII. ATTACHMENTS: List all applicable attachments with a brief statement on their purpose.

- A. Offeror Data Sheet** - Offeror to provide contact information, number of years in business and four (4) references.
- B. Small Business Subcontracting Plan** - Offeror to document the firm's certification as a small business by the Department of Minority Business Enterprise (DMBE) or plans for utilizing DMBE-certified small businesses as subcontractors in the performance of this contract.
- C. State Corporation Commission Form** – Offeror to provide information on registration with the State Corporation Commission.

ATTACHMENT A
OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. **Vendor Information:**
eVA Vendor ID or DUNS Number: _____
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.
 - A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____
 - D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, 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.

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.dmbv.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 proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

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 that have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT C

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. 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 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) **-OR-**

☐ is an out-of-state business entity that is including with this offer 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 offers (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐