

**Request for Proposals**

**Issue Date:** November 5, 2020  
**RFP Number:** 245-110420  
**Title:** Marching Toward Inclusive Excellence: An Equity Audit and Investigation of Virginia Military Institute  
**Commodity Codes:** 95231  
**Issuing Agency:** Commonwealth of Virginia  
State Council of Higher Education  
Procurement Office - 10th Floor  
James Monroe Building  
101 North 14th Street  
Richmond, VA 23219  
**Initial Period of Contract:** From award until acceptance of all final deliverables, projected to be on June 1, 2021

**Sealed Proposals will be received until:** Tuesday, November 17, 2020 at 2:00 pm local time

Any inquiries regarding this solicitation should be directed only to Jennifer Brooks, SCHEV Procurement Specialist not later than five (5) business days prior to proposal due date listed above by email. Oral requests will not be accepted. Any revisions to the solicitation will be made only by addendum issued by the buyer.

Email: JenniferBrooks@schev.edu

**PROPOSAL SUBMISSION:** All proposals must be received electronically by the date and time shown on the cover page of this solicitation. Any proposals received after the stated time and date will be marked late and retained unopened in the file. See Section IV for additional information regarding electronic submissions.

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.

Name and Address of Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
eVA Vendor ID or DUNS Number: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
email: \_\_\_\_\_

**Note:** This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4343.1 or against a bidder or 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

Virginia remains committed to ensuring that all publicly funded institutions of higher education maintain a culture of inclusive excellence. Given the recent and historical complaints of racial intolerance at the Virginia Military Institute (VMI), the State Council of Higher Education seeks proposals for an independent interdisciplinary team to investigate the culture, policies, practices, and traditions at VMI. Therefore, this RFP describes the skill sets of the investigative team, the objectives for the scope of work and timeline to provide preliminary, interim, and final findings and recommendations.

**The Special Investigation Team (contractor):** The State Council of Higher Education for Virginia seeks proposals from a lead organization to serve as an independent third-party investigator. The scope of work will require that the lead organization have the capacity to create an interdisciplinary team (internally or with subcontractors) with the skill sets requested in the Statement of Needs.

## II. BACKGROUND

### ORGANIZATIONAL OVERVIEW

The State Council of Higher Education for Virginia (SCHEV) is the Commonwealth's coordinating body for postsecondary education. Its statutory mission is to "advocate and promote the development and operation of an educationally and economically sound, vigorous, progressive, and coordinated system of higher education ... and to lead state-level strategic planning and policy development and implementation based on research and analysis." The Council is the 13-member board of the state agency known as SCHEV. It hires the SCHEV director, who leads a small, professional staff that assists the Council with mission fulfillment and routine operations.

### III. STATEMENT OF NEEDS

#### A. OVERVIEW

It is expected that the Special Investigation Team will use diverse methodologies to investigate the complex culture, policies, and traditions at VMI. In conducting an investigation and equity audit, the Special Investigation Team shall (but not be limited to) the following to inform its work:

- Use interviews, focus groups, anonymized surveys, and other investigative methods to gather the VMI community's input, paying particular attention to those vulnerable members who may be reluctant to participate for fear of retaliation.
- Review relevant documents, policies, and any other information it believes appropriate.
- Compare relevant findings with publicly available data for all Virginia Institutions of Higher Education.
- Propose recommendations and benchmarks on which VMI and its leadership may be measured going forward.

The Special Investigation Team should use the following objectives and guiding questions in developing its proposal and approach to investigate the culture, policies, and traditions at VMI. If equity gaps are identified in any of the proposed objectives, the Special Investigation Team will recommend remedial measures.

- **Objective 1:** The Special Investigation Team conducts an organizational investigation to identify any civil rights violations or immediate threats of racial violence by addressing the following guiding questions:
  1. Is there a culture of racial intolerance at VMI? If so, what measures are necessary to address that culture and correct it across all institutional dimensions?
  2. Are there current or former cadets or alumni who have experiences related to civil rights violations and/or explicit threats of racial violence? If so, what are those complaints, how were those complaints handled, were there issues of retaliation, and how should these issues be addressed, both proactively and reactively?
- **Objective 2:** The Special Investigation Team conducts an equity audit to identify possible equity gaps in VMI's culture, policies, practices, and traditions by addressing the following guiding questions:
  1. What are the current cadets' perceptions of VMI across all dimensions of diversity?
  2. What are the perceptions of VMI by alumni from underrepresented groups when they were cadets?
  3. What are the perceptions of VMI by alumni from underrepresented groups now?
  4. Do alumni from underrepresented groups report perceptions of student achievement access to success after graduation?
  5. Are VMI's current efforts at Diversity, Equity and Inclusion (DE&I) effective?
  6. Are VMI's admissions and financial aid policies implemented to promote and effectuate racial equity?

7. Are the graduation and retention rates for underrepresented groups disparate from those who are not represented in such groups?
  8. Is there a disparate approach to enforcement of discipline or punishment attributable to racial animus or lack of sensitivity to racial animus?
  9. Is the composition of cadet corps, faculty, staff, and administration personnel reflective of the racial and gender demographics of Virginia?
  10. Do cadets of color perceive the policies, traditions, and culture of VMI to be racially insensitive?
  11. Are hiring, retention, compensation, and promotion practices for faculty and staff fair and equitable for those in underrepresented communities?
  12. Are internal funding decisions and distribution of state funds equitably dispersed across departments, divisions, campus organizations, and other institutional entities?
  13. Are there campus infrastructure or traditions that appear to be divisive?
- **Objective 3:** The Special Investigation Team should examine VMI across multiple dimensions as compared to other Virginia Institutions of Higher Education and to the extent possible, other military academies by addressing the following guiding questions:
    1. Given publicly available data about Virginia higher education (including but not limited to, institutional access/success, recruitment, graduation, and student, faculty, and staff diversity) from the State Council of Higher Education, or other sources such as the Department of Human Resource Management, how are Virginia institutions of higher education summarized generally?
    2. Given publicly available data and the Special Investigation Team's findings and recommendations, how does VMI compare to other Virginia Institutions of Higher Education?
  - **Objective 4:** The Special Investigation Team will provide a comprehensive recommendation and an assessment plan for any necessary reforms, including any recommended changes to VMI's institutional policies, proposed legislation, or budgetary recommendations. These recommendations and the assessment plan should be formulated by addressing the following guiding questions:
    1. Given any findings of civil rights violations, racial intolerance, and/or inequity across any institutional dimensions, what measures, reforms, or interventions are recommended to address and correct any identified equity implications? What resources or partnerships are available on the local, state, or national level to sustain any recommended interventions? What would be the fiscal impacts for implementing these resources or partnerships?
    2. Are there other broad areas of inequity identified during the investigation that are not referenced in objectives 1-4 that should be considered for intervention? If so, what are those recommended interventions?
    3. What are the measurable benchmarks and recommended timelines by which VMI can be assessed over a continuum that spans the next 10-20 years?

**Reports and Recommendations:** The Special Investigation Team will be strongly encouraged to provide preliminary findings and recommendations to SCHEV no later than December 31, 2020. The Special Investigation Team shall provide an interim report to SCHEV by or before February 10, 2021 and a final report to SCHEV with all findings and recommendations upon completion of the investigation but no later than June 1, 2021. All final findings and recommendations will be publicly available. Information contained in completed investigative report shall be disclosed in a

form that does not reveal the identity of the complainants or persons supplying information to investigators.

**Confidentiality and Objectivity:** It is critical that the work of the Special Investigation Team, and specifically the trust of vulnerable community members, remain confidential. Therefore, members of the Special Investigation Team may be required to sign nondisclosure agreements. Further, members of the Special Investigation Team will not provide legal services to SCHEV.

## **B. CONTRACTOR QUALIFICATIONS**

### **Composition and Skill Sets:**

1. A proven track record for completing successful and complex organizational and/or discrimination investigations;
2. Expertise in policy and research to inform an equity audit and resulting suggestions for policy reform;
3. Expertise in theoretical and practical applications of diversity, equity, and inclusion frameworks;
4. Experience in identifying equity gaps and providing solutions for advancing reforms for equitable access and success for institutions of higher education; and
5. A current or former member of the U.S. military or former administrator from a U.S. military service academy with expert knowledge of military culture, traditions, and expectations.

## **C. ANTICIPATED SCOPE OF WORK AND KEY DELIVERABLE DATES**

1. December 31, 2020 – Special Investigation Team submits preliminary findings and recommendations
2. February 5, 2021– Deadline for Special Investigation Team’s interim report with its findings and recommendations
3. June 1, 2021 – Deadline for Special Investigation Team’s final report with its findings and recommendations. The Special Investigator Team is encouraged to provide the final report by or before this date.

## IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### A. GENERAL INSTRUCTIONS

1. OFFER SUBMISSION REQUIREMENTS:

RFP #SCHEVRFP-245-110420 is an invitation for an electronic sealed response; therefore, proposals submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Sealed proposals will be received until the closing date and time provided in the solicitation. Any proposal received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, offerors should:

- Check the status of the solicitation on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the offeror's electronic submission.

Offerors are solely responsible for reviewing, complying, and returning a complete proposal. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

2. OFFER SUBMISSION:

Electronic proposal submission with required documents attached is required. Offeror must be registered in eVA in order to submit an electronic proposal. Offeror must submit one (1) complete copy of the proposal and attachments. If proposal contains proprietary information, the offeror must submit one (1) complete copy of the redacted proposal and attachments.

The following are instructions for submitting an electronic proposal:

- a. Go to [www.eva.virginia.gov](http://www.eva.virginia.gov);
  - b. Click on "I Sell To Virginia";
  - c. Click on "eVA Vendor Training"; and
- Click on "Respond to IFBs - RFPs and more".

If an offeror needs assistance submitting an electronic response, the offeror must contact eVA Customer Care at 866-289-7367 or email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).

3. PROPOSAL PREPARATION:

- a. Ownership of all data, materials, and documentation originated and prepared for the State Council of Higher Education for Virginia pursuant to this solicitation shall belong exclusively to SCHEV 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 in the original signed proposal and paper copies. Additionally, the offeror must submit a redacted copy of the proposal if invoking said protection.** The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

- b. 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 section/paragraph number/letter of the corresponding section of the RFP. If a response covers more than one page, the section/paragraph number/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. 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.
4. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation. An oral presentation is a fact-finding and explanation session only and does not include negotiation. When required, this session provides an opportunity for the offeror to clarify or elaborate on their proposal. An oral presentation is an option of the purchasing agency and might not be conducted. If to be conducted, the oral presentation's time and location will be scheduled by the issuing agency.

## **B. SPECIFIC PROPOSAL INSTRUCTIONS**

Proposals should be as thorough and detailed as possible so that SCHEV may properly evaluate the capabilities of the offeror to provide the required services. An offeror is required to submit the following items as a complete proposal:

1. 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. Offeror’s 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.
- d. Specific methodology and plans for providing the proposed services including:
  - i. Offeror’s response on providing the services and meeting the criteria stated in the Statement of Needs.
  - ii. What, when, how and by whom the services will be performed, including the percentage of the services to be performed by the primary contractor and the percentage(s) of the services to be performed by any and each subcontractor.
  - iii. Projected timeline for delivery of services relative to award date of contract.
- 4. Proposed Schedule: Provide a proposed schedule for completing Phases I-III relative to award of contract. Include anticipated tasks, sub-tasks, milestones, and deliverable dates.
- 5. Proposed Price. Provide a fee structure associated with services offered. See Section XI. Pricing Schedule for more detail and format of pricing submission.

## V. EVALUATION AND AWARD CRITERIA

### A. EVALUATION CRITERIA

Proposals shall be evaluated by a panel assembled by SCHEV using the following criteria and weights:

<u>Criterion:</u>	<u>Weight:</u>
1. Specific methodology and plans proposed to provide the services for this project	30
2. Experience and qualifications of the offeror and of the personnel proposed for this project	40
3. Proposed price (Use Pricing Schedule located in section XI)	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 that, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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.

The offeror's proposal shall be re-scored to combine and include the information contained in the Best and Final Offer (BAFO). The decision to award shall be based on the final evaluation including the BAFO.

## **VI. REPORTING AND DELIVERY INSTRUCTIONS**

1. The contractor shall provide all final deliverables no later than June 1, 2021
2. The contractor also shall provide progress reports at least monthly to the Contract Administrator regarding the completion dates for all deliverables.
3. At the time of submission of all invoices, the contractor shall provide the SCHEV Procurement Specialist with a report detailing small business subcontractor spend data in compliance with the Small Business Subcontracting Plan.

## **VII. PREPROPOSAL CONFERENCE**

No preproposal conference will be conducted with this 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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](http://www.eva.virginia.gov) under "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.
  - 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 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:** Applicable for all contracts over \$10,000:  
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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- 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**: 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
    - (1) To pay the subcontractor(s) 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 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 that the Commonwealth may have.
- Q. **OMITTED.**
- R. **OMITTED.**
- S. **OMITTED.**
- T. **OMITTED.**
- 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](http://www.eva.virginia.gov)) for a minimum of 10 days.

V. **DRUG-FREE WORKPLACE**: Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the 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**: An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, 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.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS**: The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://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 e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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, 2014, and after, the Vendor Transaction Fee is:

(i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Z. **OMITTED.**

AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer 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.

## **IX. SPECIAL TERMS AND CONDITIONS**

- A. **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. SCHEV, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
  
- B. **CANCELLATION OF CONTRACT:** The Commonwealth of Virginia and SCHEV reserve 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.
  
- C. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order with the applicable eVA transaction fee assessed for each order.
  
- D. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors, that it may utilize, using its 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.
  
- E. **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.

- F. **RECEIPT AND OPENING OF PROPOSALS**: The offeror bears full and complete responsibility for assuring that the proposal is delivered to SCHEV prior to the date and time set for receipt of proposals. No proposal received after the date and time designated shall be considered. To be considered, all proposals must be received and stamped in at the address given on or before the date and hour designated in the solicitation. Offeror must pay particular attention to ensure that the proposal is properly addressed. SCHEV shall not be responsible if the proposal does not reach the destination specified by the appointed time. Proposals received after the date and hour designated will be disqualified automatically and will be not be considered.
- G. **RESPONSIBILITY OBLIGATION OF OFFEROR**: By submitting a proposal, the offeror shall be assumed to understand and agree to all conditions and obligations to be met under the terms of this contract; and therefore, the offeror shall not make any claim for, or have right to cancellation of or relief from, the contract based on a subsequent claim of misunderstanding or lack of information. The offeror further warrants full compliance with the Virginia Conflict of Interest Act and certifies that the offeror is not currently an employee of the Commonwealth of Virginia. The offeror agrees that disputes arising under this contract shall be processed in accordance with the disputes (claims) provision of the Vendors Manual.
- H. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The contractor assures that information and data obtained as to personal facts and circumstances related to students, patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the law 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.
- I. **OWNERSHIP OF PROPERTY**: Any equipment, reference materials and other items purchased specifically for a SCHEV order, using SCHEV funds, will belong to SCHEV at the conclusion of the order and shall be delivered to SCHEV.
- J. **OWNERSHIP OF DOCUMENTS**: All documents, which for purposes of this contract is defined to include but not be limited to reports, plans, subject data ("subject data" is defined as all information, excluding copyrighted material, that is compiled or delivered or specified to be compiled or delivered under this contract), drawings, studies, specifications, memoranda,

estimates and computations secured by and for the contractor in the prosecution of this contract shall become and remain the property of SCHEV upon termination or completion of the work. SCHEV shall have the right to use such documents for any public purpose without compensation to the contractor, other than as provided herein. Except for its own internal use, the contractor shall not publish or reproduce documents, in whole or in part, in any manner or form, nor shall the contractor authorize others to do so without the written consent of SCHEV. SCHEV reserves the right to publish any/all documents. The contractor shall not release or publish any documents without the prior written approval of SCHEV. Neither the contractor nor any subcontractor, agent, employee thereof, shall publish, participate in the publication of, or make oral presentations regarding any documents, information or material prepared pursuant to this contract, either during or after the term of this contract, without specific written approval of SCHEV. Any releases to the news media must be approved by and released through SCHEV.

K. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of SCHEV. The contractor shall irrevocably transfer and assign to SCHEV all right, title, and interest in:

- a. the copyright to contractor's work of authorship (Work) and contribution to any such Work (Contribution);
- b. any registrations and copyright applications, along with any renewals and extensions thereof, relating to the Contribution or the Work;
- c. all works based upon, derived from, or incorporating the Contribution or the Work;
- d. all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Contribution or the Work; and
- e. all causes of action, either in law or in equity, for past, present, or future infringement of copyright related to the Contribution or the Work, and all rights corresponding to any of the foregoing, throughout the world.

In addition, to the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint the contractor has in the Contribution or the Work, the contractor waives those rights to SCHEV, its successors, licensees and assignees. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to SCHEV to evidence SCHEV's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

L. **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 offerors 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 offeror shall note such on the Small Business Subcontracting Plan. No offeror 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 bids or 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 institution reserves the right to pursue other appropriate remedies for non-compliance 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 the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

M. **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.

- N. **BEST AND FINAL OFFER (BAFO)**: At the conclusion of negotiations, SCHEV retains the right to ask the offeror(s) to submit in writing a Best and Final Offer (BAFO). After the BAFO is submitted, SCHEV shall conduct no further negotiations with the offeror(s). The offeror’s proposal shall be re-scored to combine and include the information contained in the BAFO. The decision to award shall be based on the final evaluation including the BAFO.

## X. METHOD OF PAYMENT

A valid invoice, sufficiently detailed to allow review and verification of services, shall be submitted to SCHEV by the tenth of the month following the month of acceptance of a deliverable or delivery of additional related services in accordance with an approved Statement of Work. Payment will be made in accordance with the Prompt Payment Act of Virginia.

## XI. PRICING SCHEDULE

This pricing schedule is for scoring and evaluation purposes and should reflect the services the offeror proposes to provide the Commonwealth under this solicitation. The pricing schedule must represent offeror’s all-encompassing fees for services proposed. These rates are final for initial evaluation and scoring purposes. The offeror should indicate any proposed progress payments associated to the required deliverables within the period of services to be provided. Following any subsequent and final negotiations, pricing will be documented in the negotiated contract-pricing schedule.

The offeror’s pricing proposal must include all charges associated with the services. SCHEV will not be liable for fees or charges that are not set forth in the Pricing Schedule. An offeror must be willing and able to provide successfully the services proposed at the prices offered. Pricing must be comprehensive with additional information and detail attached as appropriate. All one-time and recurring costs, and underlying assumptions on the part of offeror, must be clearly, conspicuously and fully disclosed. For example, if unit price is based on a certain volume, that assumption should be indicated. Offeror shall clearly identify any discount targets/ranges available. Add additional lines or pages for items, components, or services that you believe may be integral to the overall provision of services as envisioned and described in this RFP, or that you believe may otherwise be applicable.

DELIVERABLE	PROPOSED COST
December 31, 2020 – Special Investigation Team submits preliminary findings and recommendations	\$ _____
February 5, 2021– Deadline for Special Investigation Team’s interim report with its findings and recommendations	\$ _____

June 1, 2021 – Deadline for Special Investigation Team’s final report with its findings and recommendations. The Special Investigator Team is encouraged to provide the final report by or before this date.	\$ _____
SERVICES	TOTAL COST
Investigate the complex culture, policies, and traditions at VMI. In conducting an investigation and equity audit.	\$ _____

Labor rates for additional related work shall be fully burdened to include all direct labor, indirect costs, and profit, except for reimbursable travel as indicated in the “Procedures for ordering additional work” section of the Statement of Needs.

Hourly labor rates for additional related work will be billed at the hourly price of the labor category appropriate to the *functional responsibilities* of the work performed, regardless of the title/position of the contractor’s employee performing the work. For example, if the contractor’s employee with the title “Senior Consultant” performs 5 hours of work within the functional responsibilities of a Senior Consultant/Project Lead and 3 hours of work within the functional responsibilities of Program and Administrative support, then the contractor shall bill 5 hours at the Senior Consultant Project Lead hourly rate and three hours at the Program and Administrative Support hourly rate.

## **XII. ATTACHMENTS**

The following attachments must be completed and submitted as part of the proposal.

- Attachment A – Vendor Data Sheet
- Attachment B – Small Business Subcontracting Plan
- Attachment C – Proprietary Information Form
- Attachment D – State Corporation Commission Form
- Attachment E – Exceptions to RFP Form

## **ATTACHMENT A - VENDOR DATA SHEET**

The following information is required as part of the offeror's response to this solicitation.

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

2. Offeror's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

3. Years in Business: Indicate the length of time offeror has been in business providing this type of good or service:

\_\_\_\_\_ Years      \_\_\_\_\_ Months

4. 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 the offeror is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: (\_\_\_\_) \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: (\_\_\_\_) \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: (\_\_\_\_) \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Email: (\_\_\_\_) \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT B - SMALL BUSINESS SUBCONTRACTING PLAN**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit the subcontractor plan by one of the following methods with their response:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the response.

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

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

## ATTACHMENT C - PROPRIETARY 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 and the page number(s), and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal 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 offeror: \_\_\_\_\_ invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on \_\_\_\_\_.

Date

Signature: \_\_\_\_\_

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

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

## ATTACHMENT D - STATE CORPORATION COMMISSION FORM

Offerors are required to return this form with their proposal.

**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 proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Print

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

Name of Firm: \_\_\_\_\_

