



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: August 27, 2012

Solicitation No. SW035C

Requisition No. SW035C

Amendment No. 002

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 9/14/12 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803

Oklahoma City, OK 73152-8803

or

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building

2401 N. Lincoln Blvd., Suite 116

Oklahoma City, OK 73105

Laura Bybee

Contracting Officer

(405) - 522 - 1037

Phone Number

laura.bybee@osf.ok.gov

E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

1. The State of Virginia's Terms and Conditions were inadvertently left off. They are attached as "Attachment M".
2. Please note that the due date for the Solicitation Responses has changed to 9/14/12 at 3:00pm

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



COMMONWEALTH OF VIRGINIA

Department of General Services
Division of Purchases and Supply

VIRGINIA REQUIREMENTS and TERMS & CONDITIONS

RFP ATTACHMENT _____

SECTION	DESCRIPTION	PAGE(s)
1.0	DEFINITIONS	2
2.0	PURPOSE	2
3.0	OFFEROR INFORMATION and SUBMISSION INSTRUCTIONS	3
4.0	SPECIFICATIONS / SCOPE OF WORK	4 - 6
5.0	GENERAL TERMS AND CONDITIONS	6 – 13
6.0	SPECIAL TERMS AND CONDITIONS	13 – 19
7.0	SMALL BUSINESS PLAN REPORTING	20
8.0	EXHIBITS	20
	Exhibit 1 – Offeror Data Sheet	21 - 22
	Exhibit 2 – State Corporation Commission	23
	Exhibit 3 – Small Business Plan	24 - 25

1.0 DEFINITIONS

Lead State:	The NASPO/WSCA Contract Administrator hereby identified as the State of Oklahoma, Department of Central Services, Central Purchasing.
Participating Entity/State:	Identified for this attachment as the Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply (DGS/DPS), and all of its Authorized Users. Also see RFP Section F.33. Definitions and B.18 Contract Participation.
DPS Contract Officer(s):	The person(s) authorized to administer this Contract for the Commonwealth of Virginia and to make written determinations with respect to its participation in the Contract.
Offeror:	The Company submitting a response (proposal) to the Solicitation. Also called the Respondent or the Responder.
May:	Denotes that which is permissible, but is not mandatory.
Must:	Denotes a mandatory requirement. Mandatory items are those that are required by law or regulation or are such that they cannot be waived and whose absence will have a major negative impact on the suitability of the proposed solution.
Shall:	Denotes a mandatory requirement. Mandatory items are those that are required by law or regulation or are such that they cannot be waived and whose absence will have a major negative impact on the suitability of the proposed solution.
Should:	Denotes that which is recommended, but is not mandatory.
Will:	Denotes a Commonwealth of Virginia responsibility and indicates items that will be either performed or provided by the Commonwealth of Virginia.

2.0 PURPOSE

The purpose of this attachment to the State of Oklahoma Solicitation # SW035C is to provide additional specifications, requirements and terms and conditions specific to the Commonwealth of Virginia and its authorized users. Purchases made against any resulting Contract will be made on an as-needed, as-ordered basis and any quantities that may be stated herein are not guaranteed.

Any resulting Contract for this Participating State may be, at the Commonwealth's sole discretion, be made Mandatory or Optional Use for all Virginia State Agencies and Optional Use for other Authorized Users to include Institutions of Higher Education, public bodies and other entities authorized to use the Contract by the *Code of Virginia* §2.2-1120, to include private institutions of higher education chartered in Virginia and granted tax-exempt status only under §501(c)(3) of the Internal Revenue Code.

3.0 OFFEROR INFORMATION and SUBMISSION INSTRUCTIONS

3.1 **Questions and Offeror's Understanding of Requirements:** All correspondence related to the solicitation (including questions, clarifications and submission of proposal) must be submitted to the Lead State in accordance with the RFP. Correspondence submitted to the Commonwealth of Virginia, DGS/DPS WILL **NOT** be accepted.

3.2 **Required Proposal Submission Documents for Virginia:** All Offerors submitting a proposal that includes the Commonwealth of Virginia, shall provide the following documentation with their Proposal to the **Lead State**. The Offeror is solely responsible for reviewing, complying and returning a complete and responsive proposal in accordance with the RFP and must include any additional information required by this Attachment.

- a)____ Completed Offeror Data Sheet, Exhibit 1. The Offeror must use the form provided in Exhibit 1.
- b)____ Completed and signed State Corporation Commission form, Exhibit 2. The Offeror must use the form provided in Exhibit 2.
- c)____ Completed and signed Small Business Plan form, Exhibit 3. The Offeror must use the form provided in Exhibit 3.

3.3 General Instructions:

- 1. DPS reserves the right at its option to request any Offeror to submit additional information that may be necessary to clarify the proposal and to submit any additional information that DPS deems necessary in order to evaluate the Offerors proposal.
- 2. DGS/DPS will not compensate the Offeror for the cost of proposal preparation whether or not an award is made.
- 3. Ownership of all data, materials, and documentation originated and prepared for a proposal that includes this Participating State, pursuant to the RFP, shall be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets/proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act;
 - i. However, the Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.
 - ii. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary.
 - iii. The proprietary or trade secret material submitted in 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.
 - iv. 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. This instruction applies to all supplemental information that may be provided by the Offeror after the original proposal submission for the duration of the procurement process.
 - v. This information will remain confidential into perpetuity.

4.0 SPECIFICATIONS / SCOPE OF WORK

- 4.1 **General:** In addition to the RFP Solicitation, the specifications contained herein describe and define the minimum level of quality and performance of the requested goods and services for the Commonwealth of Virginia, and are meant to be met or exceeded.
- 4.2 **New Equipment:** The products offered in answer to this solicitation and delivered under the contract must be new and unused current production models of the equipment required. No prototype or demonstrator product will be accepted.
- 4.3 **Compliance with Law:** The Contractor must comply with Title 46.2 of the *Code of Virginia* and be properly licensed to engage in business in the Commonwealth as a motor vehicle dealer or salesperson. The Contractor must comply with all other applicable Federal and State laws, regulations and local ordinances in the performance of the Contract. Vehicle(s) to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the *Code of Virginia*. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
- 4.4 **Motor Vehicle Titling Papers and Forms:** The Contractor shall complete all required Virginia Department of Motor Vehicle (DMV) forms in order for the purchasing entity to title and register the vehicle(s) in Virginia. The forms must be completed and submitted with the vehicle(s) upon delivery. This must be included in the base vehicle price; no extra charges permitted.
- 4.5 **Dealer Pre-Delivery Prep and Inspection:** Vehicles must be delivered clean, complete and ready for service including a current Virginia State Inspection. New vehicle service/dealer preparation and pre-delivery service inspection(s) must be performed by the dealer according to the manufacturer's specifications. Vehicles delivered without proper dealer preparation and inspections must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency. This shall also include any associated equipment installation/labor charges that may be applicable, such as dealer installed options. All costs for prep and inspections must be included in the base vehicle price; no extra charges permitted.
- 4.6 **Ordering Entity Inspection:** Each vehicle delivered will be checked by the ordering entity for compliance with the specifications, to include the Purchase Order. If any deviations are found, the invoice will not be approved for payment until the vendor corrects all defects and deficiencies.
- 4.7 **Temporary License Plate:** A VA Thirty-day license tag shall be furnished with each vehicle.
- 4.8 **Vehicle Publications, Forms and Documents:** The successful vendor(s) must furnish one (1) copy each of the following per vehicle;
- New vehicle warranty information / manual.
 - New vehicle standard Owner's operations and maintenance manual with wiring diagrams and parts lists.
 - Manufacturer's Statement of Origin (MSO)
 - Delayed Warranty Start Form, and any other such documents as necessary for delivery.

- Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- 4.9 **Contract Usage Reporting Requirements for Virginia:** The Contractor(s) shall provide DGS/DPS a copy of the Quarterly Usage Report mandated by the RFP, Section B.14, however, the copy shall only include those purchases made by entities within the Commonwealth of Virginia. This report shall be submitted to the DPS Contract Officer at the same schedule provided to the Lead State.
- 4.10 **Fleet Numbers:** If required by the Manufacturer, all ordering entities are required to have a Fleet Number prior to placing a Vehicle order with the Vendor. The Vendor shall verify if the ordering entity has an existing number. If the ordering entity does not have a required Fleet Number, the Vendor must fully assist them in obtaining one.
- 4.11 **Delivery Locations and Times:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout Virginia as required and indicated in the purchase order. The Vendor shall clarify and coordinate deliveries with the purchaser. Vehicles shall be delivered between the hours of 8:15AM and 4:30 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser.
- 4.12 **Taxes:** No Federal Taxes are to be included in the proposal pricing, including tires. The ordering agencies, as described herein, shall furnish their Tax Exemption Registration number upon request.
- 4.13 **Warranty Start-up:** The warranty period should commence when vehicles are actually placed into service as evidenced by Purchaser's records, rather than commencing upon delivery.
- 4.14 **Vehicle Options (Add-ons & Deletes):** The Commonwealth reserves the sole right to determine what Options listed on the Lead State Contract are deemed necessary and appropriate and may, at any time, restrict what Options the Authorized Users may purchase for fleet vehicles. Options omitted from the Contract for the Commonwealth may not be purchased and no other vehicle type, trim level or options will be available to purchase under this Contract. All Options listed and included in proposals shall be priced per the requirements of the RFP and must include all associated charges, including but not limited to, installation and delivery charges.
- 4.15 **Ordering:** The parties agree that all orders issued under this contract by the Ordering Agency shall be processed through eVA. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.

- 4.16 **Order Confirmation:** Dealers awarded items against this contract are required to send the ordering agency an electronic or written confirmation of receipt of the purchase order within 10 days of the purchase order date. This applies to all orders issued against this contract. This confirmation must include all specific vehicle order information, including but not limited to customer information, quantities, complete description, delivery date(s), paint color choices, selected options, as well as the date the order was placed with the manufacturer. Confirmations should be emailed to the “**Ordering Person**” address shown on the order and to the attention of the contact person listed. **Each vehicle must be invoiced separately.**

5.0 GENERAL TERMS AND CONDITIONS:

- 5.1 **VENDORS MANUAL:** This contract 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.
- 5.2 **APPLICABLE LAWS AND COURTS:** This 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.
- 5.3 **ANTI-DISCRIMINATION:** Contractor certifies 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.

5.4 **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that their proposal and subsequent contract award was made without collusion or fraud and that they did not offer or receive any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal and subsequent contract, 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.

5.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Contractor certifies that they do not and will 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.

5.6 **DEBARMENT STATUS:** Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

5.7 **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.

5.8 **PAYMENT:**

1. **To Prime Contractor:**

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

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- 5.9 **PRECEDENCE OF TERMS:** This Addendum shall take precedence over any provision of the Cooperative Contract that limits or is inconsistent with this Addendum. If there is any inconsistency within this Addendum, such inconsistency shall be resolved in the following order of precedence: (1) the "SCOPE" provision and this "PRECEDENCE OF TERMS" provision; (2) the General Terms and Conditions titled "VENDORS MANUAL," "APPLICABLE LAWS AND COURTS," "ANTI-DISCRIMINATION," "ETHICS IN PUBLIC CONTRACTING," "IMMIGRATION REFORM AND CONTROL ACT OF 1986," "DEBARMENT STATUS," "ANTITRUST," "PAYMENT," "DRUG-FREE WORKPLACE," "eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION," "AVAILABILITY OF FUNDS," and "AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH"; (3) any Special Terms and Conditions set forth in Part III of this Addendum; (4) General Terms and Conditions of this Addendum other than those specifically listed above in this Section; (5) any participation agreement or other contractor form attached to or incorporated into this Addendum; and (6) the provisions of the Cooperative Contract.
- 5.10 **QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the contractor to perform the services/furnish the goods and the contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect contractor's physical facilities prior to award to satisfy questions regarding the contractor's capabilities. The Commonwealth further reserves the right to reject any contractor if the evidence submitted by, or investigations of, such contractor fails to satisfy the Commonwealth that such contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 5.11 **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.
- 5.12 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 5.13 **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.

5.14 **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.

5.15 **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

5.16 **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped and in compliance with the terms of Lead State Cooperative Contract. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

5.17 **INSURANCE:** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. The contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages 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.)

5.18 **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.

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

- 5.20 **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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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, 2013, 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, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.

- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 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.

- 5.21 **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.
- 5.22 **CURRENCY:** The contractor shall state prices in US dollars.
- 5.23 **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.

6.0 SPECIAL TERMS AND CONDITIONS

- 6.1 **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the Commonwealth and or issuing agency/public body will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services. Additionally, the successful vendor shall not attach any advertising emblem or decal anywhere upon the vehicle.
- 6.2 **EVALUATION AND AWARD:** The award will be made by the Lead State, however the Commonwealth reserves the right to include life-cycle fuel costs based on 100,000 miles and VA Small Business Participation during its evaluation of the proposals received.
- 6.3 **AUTHORIZED CONTRACT USERS (Using Agencies or Entities):** Cooperative Contracts awarded under this RFP and issued on behalf of the Commonwealth of Virginia, may be used by it's agencies, boards, commissions, institutions, political subdivision, and other public bodies authorized by the § 2.2-4304 of the *Virginia Public Procurement Act of the Code of Virginia*.

Participation under this contract by a political subdivision or public body (i.e. school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivision or public body based upon the same terms, conditions, and prices.

Each state agency, board, commission, institution, political subdivision, and other public bodies, as a state entity, that uses this contract will be treated as if they were individual customers. Each agency, board, commission, institution, political subdivision, and other public bodies will be responsible for their own charges, fees, and liabilities. The contractor shall bill all charges, fees, shipping if applicable, and liabilities to the ordering entity.

- 6.4 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.
- 6.5 AUTHORIZED DEALER: By submitting a proposal, the Offeror certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Offeror shall provide supporting evidence from the manufacturer.
- 6.6 CONTACT INFORMATION: The Contractor shall provide a telephone number, facsimile number, cellular number, email address, physical address, and the name of responsible person(s) of your company who may be contacted regarding the Contract and required reports. The Offeror should provide this information in the space provided in Exhibit 1, Offeror Data Sheet.
- 6.7 CONTRACT DOCUMENTS: The contract entered into by the parties shall consist of the Lead State RFP; the proposal submitted by the Contractor; this Attachment by the Commonwealth of Virginia; Participating Addendum(s); any resulting Purchase order(s); and all modifications and addenda to the foregoing documents; all of which shall be referred to collectively as the contract documents.
- 6.8 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.
- 6.9 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: By submission of a response to this solicitation, the Offeror certifies that the firm/individual and any authorized subcontractor(s) are properly licensed for providing the goods/services specified.
- 6.10 CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

- 6.11 DELIVERY: Delivery shall be in accordance with the Lead State solicitation and resulting Cooperative Contract. D
- 6.12 DELIVERY NOTIFICATION: The Contractor shall notify the ordering entity twenty four (24) hours prior to delivery of any items so that personnel may be available to allow access to the delivery location and verify items received. Notification shall be made to the Ship To person indentified for the purchase order, unless otherwise instructed.
- 6.13 PRICE ESCALATION/DE-ESCALATION: Price adjustments shall be as permitted under the Lead State Cooperative Contract.
- 6.14 PAYMENT OPTIONS: Authorized Contract Users pay by check, electronic funds transfer, or with the Commonwealth's and Public Bodies' authorized procurement (charge) card. Contractor(s) should be able to accept the Commonwealth's and Public Bodies' card for single purchases under \$5,000 per transaction. Some Commonwealth Agencies and Public Bodies have charge cards that exceed the \$5,000 transaction limit so the contract shall have the ability to accept those with higher limits. The Commonwealth's current charge card is under the Small Purchase Charge Card (SPCC) program -Bank of America.
- 6.15 PUBLIC RECORDS: Ordering agencies will be responsible for maintenance of their own records and will upon request under § 2.2-4342 *Virginia Freedom of Information Act* provide those records to the requestor.
- 6.16 EXTRA CHARGES NOT ALLOWED: The proposed price shall be for complete delivery ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- 6.17 FINAL INSPECTION: The Contractor shall demonstrate to the authorized owners representative that the equipment delivered is fully operational and in compliance with the contract specifications. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance.
- 6.18 TAXES: Sales to the Commonwealth of Virginia and political subdivision in Virginia are normally exempt from State sales tax. Contractor may request a copy of ordering agency tax exempt certification.
- 6.19 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 Offeror 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 Virginia Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or 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 yearly 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 an annual 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.

6.20 eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract may result in multiple purchase order(s) 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, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
- d. For orders issued July 1, 2013, 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 e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- 6.21 MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC) / PAYMENT TERMS/OPTIONS: Contract Users pay by check, electronic funds transfer (ETF), or with the Commonwealth's authorized procurement card. Standard payment terms are net 30 days from products delivery or properly executed invoice receipt. Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is Mandatory unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract award.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the current SPCC vendor, (Bank of America Visa- subject to change) is indicated below.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level One (1): Vendors provide basic credit card purchase information, including but not limited to ITEMS A through D, as listed below. By passing Level 1 "Basic Data", the vendor has a standard interchange cost.

Level Two (2): Vendors provide purchase information, including, but not limited to ITEMS A through F, as listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the Commonwealth of Virginia and accepts the current SPCC vendor, Bank of America Visa card.

Level Three (3): Vendors provide purchase information, including, but not limited to ITEMS A through L, as listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- | | |
|---|------------------------------|
| A) Supplier Name, | G) Item Description, |
| B) Merchant Category Code, | H) Item Quantity, |
| C) Date, | I) Item Unit of Measure, |
| D) Total Purchase Amount | J) Product Code, |
| E) Customer Code (PCO Number from eVA), | K) Freight Amount, |
| F) Vendor Tax ID, | L) Extended line Item Amount |

- 6.22 **PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the Lead State and the DPS Contract Officer in writing in advance of the product discontinuance/replacement. All formal contract modifications will be processed by the Lead State, or their designee, to reflect these types of changes.

- 6.23 **QUANTITIES:** Quantities set forth in this solicitation are estimates only, no quantity or dollar volume of business shall be guaranteed. The contractor shall supply at proposed prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- 6.24 **REFERENCES:** Offerors shall provide a list of at least 3 references on the OFFEROR DATA SHEET, where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.
- 6.25 **RENEWAL OF CONTRACT:** Shall be in accordance with the Lead State Solicitation and Contract Award(s).
- 6.26 **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 in Exhibit 2. 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.

6.27 SUBCONTRACTS: In the event that the Contractor desires to subcontract some part of its obligation hereunder, the Contractor shall furnish the Commonwealth with the names, qualifications and experience of their proposed Subcontractors. No portion of the contract shall be subcontracted without prior written consent of the Commonwealth. The Contractor shall remain fully liable and responsible for its Subcontractor(s) and shall assure compliance with all requirements of the contract. The Offeror must include all planned subcontractors with their proposal.

6.28 CONTINUITY OF SERVICES:

- a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

7.0 SMALL BUSINESS PLAN REPORTS:

Small Business Plan Final Actual Involvement Report: The Contractor shall submit to the Contract officer, within 10 days of contract completion, a report on the actual dollars spent with small businesses, women-owned businesses and minority-owned businesses during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is shown below.

Example 6.1

Small Business Plan Final Actual Involvement Report

Contract # _____	Coverage Period _____	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
FIRM NAME, ADDRESS, AND PHONE NUMBER	TYPE GOOD/SERVICES			
TOTALS				

8.0 EXHIBITS

- Exhibit 1 Offeror Data Sheet (included below)
- Exhibit 2 State Corporation Commission Form (included below)
- Exhibit 3 Small Business Plan (included below)

EXHIBIT 1

OFFEROR DATA SHEET

THIS MUST BE SUBMITTED WITH THE PROPOSAL PACKAGE. THE OFFEROR MUST USE THIS FORM. This form must be completed in full and included with your proposal. Note: The following information is required as part of your response to this solicitation. Failure to complete and provide the information may result in finding your proposal non-compliant.

1. **Qualification:** The Offeror must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. **Years in Business:** Indicate the length of time the Offeror has been in business providing this type of good or service: _____ Years _____ Months
3. **References:** All Offerors are to supply references from their **three most recent projects** on which they have been the **prime contractor** for furnishing the same or similar goods/services **on a project of the same/similar size and scope**. If the Offeror does not have three such projects to report, then so state. **All contact information provided must be current and accurate.**

A. Company _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____
Quantity and Type of Goods/Services Provided: _____
Dates of Service: _____ Dollar Value of Order: \$ Value: _____

B. Company _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____
Project: _____
Quantity and Type of Goods/Services Provided: _____
Dates of Service: _____ Dollar Value of Order: \$ Value: _____

C. Company _____ Contact: _____
Phone: (____) _____ Fax: (____) _____ Email: _____
Quantity and Type of Goods/Services Provided: _____
Dates of Service: _____ Dollar Value of Order: \$ Value: _____

4. **ARE YOU REGISTERED WITH the Commonwealth's E-Procurement System eVA?**
[☐] YES (enter eVA Customer ID # _____)
[☐] NO

5. **VIRGINIA DEPT. OF MINORITY BUSINESS ENTERPRISE CERTIFICATION NUMBER:** _____, expiration date _____.

Exhibit 1 -Continued on next page

FULL LEGAL NAME (Print) <i>(Company name as it appears with your Federal Taxpayer Number)</i>		FEDERAL TAXPAYER NUMBER (ID#)	CONTRACTOR'S REGISTRATION # <i>(If Applicable)</i>
BUSINESS NAME/DBA NAME/TA NAME <i>(If different than the Full Legal Name)</i>		FEDERAL TAXPAYER NUMBER <i>(If different than ID # above)</i>	
BILLING NAME <i>(Company Name as it appears on your invoice)</i>		FEDERAL TAXPAYER NUMBER <i>(If different than ID# above)</i>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/ TITLE <i>(Please Print)</i>			DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER
BUSINESS WEB SITE ADDRESS <i>(If Available)</i>			

Note: This must be signed but is not the RFP Solicitation certification signature page.

End of Exhibit 1 Document

EXHIBIT 2

State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information: **The undersigned 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:** _____

Print Name: _____ **Title:** _____

Name of Firm: _____

End of Exhibit 2 Document

EXHIBIT 3

Small Business Subcontracting Plan

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

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

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

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