

REQUEST FOR PROPOSAL

For

DEPARTMENT OF RAIL AND PUBLIC TRANSPORTATION (DRPT)

Contract for Banking Services

Offeror Registration: In order to receive an award you must be a registered Offeror with eVA.

Notice: DRPT is releasing this Request For Proposal (RFP) by and on behalf of the Virginia Passenger Rail Authority (VPRA) which was created pursuant to Virginia Code §33.287 and DRPT authorized to act on behalf of VPRA pursuant to HB5005, Chapter 56, Item 443 D3. Therefore, this RFP allows for assignability to VPRA at any stage in the procurement process or after award of procurement.

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



REQUEST FOR PROPOSALS

Issue Date: March 4, 2021

RFP# 505-21-CC0003

Title: VPRA Banking Services

Commodity Code: 94600, 94664

Issuing Agency and Address: Commonwealth of Virginia
Department of Rail and Public Transportation
600 East Main Street, Suite 2102
Richmond, Virginia 23219
ATTN: Melissa Myers

Location of Work: Richmond Virginia

Period of Contract: From Date of Award for two (2) Years with three (3) one year renewal periods. VPRA expects that the services will begin immediately upon award.

All inquiries for information should be directed in writing to Melissa Myers, Procurement Officer at melissa.myers@drpt.virginia.gov. All questions must be received no later than March 19, 2021

Sealed proposals for furnishing the services described herein will be received until **3:30 PM EST, March 26, 2021**. **All proposals must be received via eVA. Instructions on how to do this are included in this RFP.**

In compliance with this Request for Proposals and to all 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:

_____	_____
Company Name	Date
_____	_____
Address	Signature in Ink
_____	_____
City, State, Zip	Printed or Typed Name of Above
_____	_____
FEI/FIN Number	Phone
_____	_____
E-mail	Fax

Small, Women, and Minority (SWAM) Owned Businesses are encouraged to participate.

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I. Purpose

DRPT is releasing this RFP for the newly created VPRA. The purpose of this RFP is to establish a contract through competitive negotiation for Banking Services for VPRA. This will be accomplished by soliciting sealed proposals from qualified public depositories, as more fully described below, which are qualified to do business in the Commonwealth of Virginia.

What are qualified public depositories?

A public depository is any national banking association, federal savings and loan association or federal savings bank located in Virginia and any bank, trust company or savings and loan association organized under Virginia law that receives or holds public deposits secured pursuant to the Security for Public Deposits Act ("SPDA").

As of October 2020, there are 87 SPDA-qualified public depositories. For the current listing of SPDA institutions, please visit Treasury's home page at www.trsvirginia.gov, select Operations from the top of the page and click on the SPDA Depositories link or contact the SPDA accountant at (804) 371-7987 to determine if your chosen financial institution has become a qualified public depository since our last update.

How does a financial institution become a qualified public depository?

A bank or savings bank wishing to become a qualified public depository should contact the SPDA Unit of the Virginia Department of the Treasury for instructions. The institution must have a main office or branch office located in the Commonwealth where deposits are accepted, checks are paid, and money is lent. The institution will be required to execute a Public Deposit Security Agreement with the Virginia Treasury Board, the entity officially responsible for administering the SPDA for the Commonwealth. The Agreement requires the institution to comply with the SPDA, the SPDA Regulations, and Guidelines which require the pledge of securities of collateral for Virginia public deposits if it has not yet been designated a qualified public depository.

What is a public deposit?

Public deposits are defined by § 2.2-4401 of the Code of Virginia, as moneys held by a public depositor who is charged with the duty to receive or administer such moneys and is acting in an official capacity, such moneys being deposited in any of the following types of accounts: nonnegotiable time deposits, demand deposits, savings deposits, or any other transaction amounts. "Public depositor" means the Commonwealth or of any county, city, town or other political subdivision thereof, including moneys of any commission, institution, committee, board or officer of the foregoing and any state court.

All public funds must be deposited in a qualified public depository.

II. Background

Effective July 1, 2020, VPRA was created by the 2020 General Assembly as an independent entity to oversee intercity passenger rail activities within the Commonwealth, including the purchase of right of way and large-scale capital projects. The VPRA's Board is appointed by the Governor. The core operations of the VPRA will primarily consist of two main activities: 1) the management of large-scale transportation projects and 2) the management of regional intercity passenger rail service. VPRA's daily bank balances are expected to range from \$100 million to \$500 million, and VPRA plans to invest excess funds in the State of Virginia's Local Government Investment Pool (LGIP) until an investment policy can be developed.

VPRA is considering using an operating account, payroll account, electronic clearing account, and a federal funds account. During the term of the banking services contract, additional accounts may be opened and some accounts may be closed to meet changing needs.

III. Statement of Needs

The Financial Institution shall offer robust payment options to the State and IRS (Payroll Taxes) and provide innovative and efficient banking, cash management, and investment services to support the fiscal operations of VPRA. The Financial Institution should:

- Be a Federal Deposit Insurance Corporation (FDIC) insured institution.
- Provide pledged collateral for public fund deposits in excess of deposit insurance amounts.
- Be a qualified depository for public funds in accordance with Commonwealth of Virginia law.
- Maintain necessary accounts on behalf of VPRA.
- Provide robust EDI and ACH services through internet access and direct transmission.
- Provide Account Analysis accessible through electronic means, through online access, and direct transmission.
- Provide robust online stop payment and ACH void capabilities.
- Provide online image services of returned and cancelled checks, provide extended image archive services 7 years, provide options for extended image archive capabilities, and notification of returned items via secure email.
- Provide an overnight sweep account to allow for automatic transfers to and from the operating account, sweeping funds daily in excess of the established compensation balance, and accommodate a target balance set by VPRA that can be adjusted as needed.
- Provide the ability to transfer funds to the State of Virginia Local Government Investment Pool and the Virginia State Non-Arbitrage Program.
- Provide robust ARP reconciliation capabilities for each account, to include online access with Excel, CSV, and PDF options.
- Offer robust fraud protection services to include check positive pay, ACH debit blocks, ACH positive pay and other services such as prenote, micro deposit, and account validation services.

— **Operating Account and Payroll (zero-balance account) Requirements:**

- Provide a competitive interest rate on all funds deposited. Balances remaining at the end of each day in the main operating account shall be invested overnight at a competitive rate in investments that comply with Commonwealth of Virginia law. It is anticipated that bank balances will be between \$100 million to \$500 million on a daily basis.
- Credit interest income at least monthly.
- Provide robust online wire transfer (and ACH EFT transaction processing).
- Allow VPRA to withdraw assets/funds at any time, with or without cause, and no additional fees.
- Provide robust online capabilities to transfer funds between the VPRA bank accounts.
- Provide a daylight overdraft limit of at least \$1 million immediate and at least \$1 million when payroll processing begins.

At a minimum, the Bank shall provide the following reports to VPRA:

- Robust online reports of credit and debit advices for ACH and Wire transfer transaction to include summary and detail reports.
- Robust online reporting capabilities to include transaction search, previous day, current day, and intraday reporting.
- Monthly account statements and reports shall be available online for all accounts by the third business day of the following month.

Investment Services Requirements:

Bank Balances: The amount of money held at the bank will depend on the interest rate/yield offered, the earnings credit rate and the short term liquidity needs of the Agency. The Agency will use its discretion and judgement to hold these funds as compensating balances, in an interest bearing demand deposit account, or use an automated sweep to move the money to a government money market mutual fund or repurchase agreement, or some combination of all of these.

Required services include:

- a. Provide an earnings credit rate for uninvested balances, or
- b. Provide an overnight investment service (sweep) and/or interest bearing account for excess cash balances in the demand deposit accounts, and
- c. Insure that any investment service sweep is a permitted investment under the Investment of Public Funds Act, Sections 2.2-4500 through 2.2-4518 as permitted investments by political subdivisions; and Local Government Investment Pool Act, Sections 2.2-4600 through 2.2-4606.
- d. Collateralize all collected balances as per the collateral requirements of the Virginia Security for Public Deposits Act.

Overnight Investment Option or Interest Bearing Bank Deposit – Information to Provide

- a. What short-term investment vehicle(s) or interest bearing account(s) does the Offeror propose to

use for the overnight sweep demand deposit accounts?

- b. Does a reserve requirement apply to the proposed option? If so, what is it?
- c. Does any balance based charge (recoupment) apply to the proposed option? If so, what is the current charge for a full year on a \$1,000,000 balance? How is this charge computed?
- d. Provide investment return history for the 12-month period from Month A through Month B for each option proposed. Show the yield for each month.
- e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- f. If the Offeror is proposing a money market mutual fund, provide a copy of the current prospectus and identify the class of shares by providing the ticker symbol or CUSIP.
- g. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? Is the charged assessed per account or by the relationship?

Please include any fees for Investment Service Requirements in the attachment "VPRA Pricing Schedule Template" posted on eVA VBO which shall be used to submit offeror's pricing. Pricing schedule is a single Excel file with FOUR TABS, each of which must be completed.

Portfolio Planning:

- Perform a cash flow analysis to identify the portion of the portfolio needed for liquidity purposes and the "core" that could be invested for a longer-term;
- Assist VPRA in establishing an appropriate investment strategy which meets the goals of the investment policy, while adhering to its constraints;
- Assist VPRA in selecting appropriate benchmark(s) that reflect the level of risk and cash flow requirements in a managed portfolio.

Active Management:

- Assign a dedicated day-to-day person to manage VPRA's investment accounts;
- Monitor VPRA's portfolio daily and execute trades competitively on a discretionary basis within VPRA's formal policies and guidelines;
- Place all orders for the purchase, sale, loan or exchange of portfolio securities with brokers or dealers, and coordinate security delivery with the custodian institution;
- Monitor cash flow needs;
- Monitor the credit worthiness of all investments and provide VPRA with detailed evaluations of significant changes in credit quality;
- Develop service level agreements for frequency of communications and reviews.

On-Going Services:

- Provide monthly statements, detailing holdings and transactions on both a cash and accrual basis. In addition, a rate of return of the portfolio should be provided on a cost and market basis. Ending balances should be reported at cost and market basis with maturity dates including the average maturity for the portfolio;
- Provide quarterly performance reporting and analysis, including comparison to mutually agreed upon national and regional benchmarks, along with documentation that at least three bids have been solicited for any security purchased or sold on behalf of VPRA;
- Review performance via quarterly meetings (or as needed);
- Perform on-going monitoring of portfolio investments and overall strategies;
- Periodically review investment policy and make recommendations for changes, as deemed appropriate;
- Periodically perform cash flow analysis to re-evaluate appropriate allocation to core and liquidity portfolios;
- Re-balance assets as needed;
- Provide on-going education services and investment research for the VPRA;
- Provide annual reporting in accordance with GASB requirements for inclusion in VPRA's financial statements;
- All reports should be provided electronically, via email or a secure web-based portal hosted by the Offeror.
- Offerors shall maintain a list of approved security brokers/dealers, selected by credit worthiness, which are authorized to provide investment services in the Commonwealth of Virginia.
- Offerors should not collect any soft dollar fees from any broker/dealer or other financial firm in relation to services provided to VPRA.
- Any new services and/or related services proposed by the Offeror shall be described therein and be made available to VPRA with the associated costs at the time of the service offer, with associated costs for the services to be negotiated at the time of service offer.
- Offeror must be a registered investment advisor under the Investment Advisors Act of 1940.
- Provide monthly activity statements and reports including the market value of all portfolio holdings in VPRA's investment portfolio.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Requirements

1. RFP Response:

a. Number of Copies. In order to be considered for selection, offerors must submit a complete response to this RFP which **shall be uploaded to the Commonwealth's procurement portal (eVA)** One (1) original, so marked, and one (1) redacted copy if applicable (removing only proprietary information), so marked, attached as an Adobe PDF, under 60Mb per PDF. Refer to attachment "VPRA Pricing Schedule Template" posted on eVA VBO which shall be used to submit offeror's pricing. Pricing schedule is a single Excel file with FOUR TABS, each of which must be completed. If there are any issues using this attachment E-mail the Procurement Officer at melissa.myers@drpt.virginia.gov with the details. In addition to the all inclusive PDF, please attach the completed pricing sheet via an excel worksheet using the online procurement system.

2. Proposal Preparation:

a. Submission of Materials. An authorized representative of the offeror shall sign proposals. All information requested should be submitted. Failure to submit all information requested may result in the Commonwealth requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. The Commonwealth may reject proposals, which are substantially incomplete or lack key information. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Small Business Subcontracting Plan. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses, and minority-owned businesses shall be submitted. See Appendix A.

c. Clarity of Proposals. 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.

d. Organization of Proposal. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. 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 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.

e. Ownership of Materials. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the

Commonwealth 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 shall invoke the protection of Section 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 shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND MAY RESULT IN THE REJECTION OF THE PROPOSAL.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to a designated committee of the Commonwealth. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The Commonwealth will schedule the time and location of these presentations. Oral presentations are an option of the Commonwealth and may or may not be conducted.

In order to be considered for selection, Offerors must submit a complete sealed electronic response to this RFP. **RFP must be submitted electronically using eVA.** <https://eva.virginia.gov/index.html>. If you are not registered in eVA, you must do so in order to submit a proposal and have a contract with the state of Virginia.

Proposals must be received in eVA by **3:30 PM EST, March 26, 2021.**

SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as possible so that DRPT may properly evaluate the Offerors' capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete.

RFP Cover Sheet – The RFP Cover Sheet (page 2 of this RFP) shall be completely filled out and signed as required.

Tab 1: Introduction and Executive Overview

The Offeror must concisely highlight the most relevant and noteworthy elements of their proposed approach, experience and qualifications to perform the work outlined in Section IV of this RFP.

Tab 2: Understanding of Work and Plan for Providing Services

The Offeror must provide a detailed description of its understanding of the services to be provided with descriptions of the approach and procedures employed on similar projects elsewhere. The Offeror must describe the process it will follow to respond to the specific tasks in the attached Scope of Work. The Offeror should also describe the management procedures it will follow to oversee work by its personnel and work by sub-consultants.

Tab 3: Experience and Qualifications

The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Scope of Work. The key personnel who will be assigned to these various tasks need to be identified. The Offeror must demonstrate that it has sufficient personnel with the various types of skills needed to perform the work.

A. Qualifications and Experience

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and the number of employees.
2. Provide the address of the office location(s) that will service VPRA's account.
3. Describe the experience of the financial institution in providing similar services to other governmental entities.
4. Describe the financial institution's statement of financial stability.
5. Describe the firm's process for interacting with VPRA staff and the method of conveying recommendations.
6. Describe the firm's approach to reviewing and developing investment policies.
7. Describe procedures utilized to ensure that portfolio recommendations comply with statutory and organizational guidelines, investment objectives and guidelines.
8. Describe the firm's investment decision making process in terms of structure (committees, membership, meeting frequency, responsibilities, integration of research ideas and portfolio management, etc.
9. Describe any censure or litigation by the SEC or any other regulatory agency involving the firm, or any personnel currently employed by the firm, including any personnel employed by a different firm during such action.
10. Describe the firm's experience in investment advisory services, and any significant contributions the firm has made in developing and refining "best practices" in the investment consulting industry.
11. Describe the firm's compensation policies for investment professionals.
12. Include an electronic copy or link to an online copy of the most recent audited annual financial statements.

B. Personnel

1. Provide the name title, address, phone number, fax number and email address of the primary contact person(s) and key members of the project team assigned to this contract.

2. Please provide biographies/resumes for the individuals that will be dedicated to the banking and investment services that will be assigned to the VPRA contract. Information should include:
 - a. Proposed role
 - b. Experience working with other governmental entities
 - c. Number of years of experience in this field
 - d. Number of years with your firm
 - e. If individuals are not available during normal business hours (8:00 AM to 5:00 PM), please provide hours available
3. Describe your firm's policy on changing the primary contact person for the relationship.
4. How will the Offeror support the day-to-day service requirements of the VPRA account, with a dedicated customer service representative or a customer service team? Provide a diagram to include contact information for the dedicated relationship team.
 - a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions. Please provide a diagram that includes contact information of the hierarchy for escalation.
 - b. If the primary day-to-day person is not available during normal business hours, who will be the backup individual or team to resolve issues? Provide your current SLA and response times for the last 12 months.
 - c. If an error is discovered by VPRA, how would you propose to resolve it (i.e. who should VPRA contact first, etc.)?
5. Upon the initial transition propose the frequency the relationship manager will attend on-site meetings with VPRA staff?
6. IT Resources: During what hours (EST) is technical support available? Provide your after hours technical support, and describe all channels available to include processes and resolution time frames.
7. References: All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers, e-mail addresses and dollar value of portfolios managed for all references. VPRA reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of VPRA.

The Offeror shall provide all of the following information concerning its company, sub-consultants and personnel qualifications:

- 1) A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- 2) A list of the key personnel including sub-consultants who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- 3) A list of references to include name, address, telephone number, project, and amount of project.

Tab 4: Virginia Department of Small Business and Supplier Diversity/Small, Women and Minority Owned Businesses (DSBSD/SWAM) Participation

The Offeror shall indicate the percentage of DSBSD/SWAM participation and specify the types of work to be performed by DSBSD/SWAM sub-Consultant. In order to be considered for the selection of this Request for Proposals, the Offeror must submit a copy of the Small Business Subcontracting Plan in the proposal. A blank copy of this document is included as Attachment A.

All DSBSD/SWAM Offerors must be certified with the Virginia Department of Small Business and Supplier Diversity. If the DSBSD/SWAM is not certified they must demonstrate that they are eligible to be certified, and they must receive such certification prior to the solicitation due date. The Virginia Department of Small Business and Supplier Diversity can be contacted at (804) 786-6585. The DSBSD/SWAM goal for this contract is **10%**. If the DSBSD/SWAM is the Prime Offeror, the Offeror will receive full credit for planned involvement.

Tab 5: Contact Person

The primary Offeror must identify the name, telephone number and e-mail address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and/or sub-Consultants involved in the proposal.

Tab 6: Staffing Plan

Offerors shall identify all staff positions for the services described in the Detailed Scope of Work and listed pursuant to Tab 2. Final pricing/rates will be addressed in the negotiation phase.

V. EVALUATION CRITERIA AND CONTRACT AWARD

A. Evaluation Criteria

Proposals shall be evaluated by DRPT using the following criteria:

All proposals received will be reviewed and evaluated by a Selection Committee. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:

1. **Offeror's Qualifications (30 points)** -- This criterion includes offers demonstrated experience, the ability of the offeror to meet the terms of the RFP, the quality controls in place to ensure a high-quality service, and any special processes that increase the offeror's ability to perform the contract.
2. **Soundness of Approach (30 points)** -- Emphasis is on the techniques and creativity for providing the services requested, and on the offeror's capability to deliver the desired services on schedule. Offeror clearly outlines how the Offeror will provide QA/QC of their services, including written deliverables, reports, etc.
3. **Pricing (20 points)** -- Charges should be broken down as outlined in Section X, PRICING SCHEDULE.

4. Small Business Subcontracting Plan (20 points) -- Use of small businesses and businesses owned by women and minorities as consultants, subcontractors, suppliers or support services.

Total points possible are 100.

B. Contractor shall, in its response to this RFP, provide evidence of its most current SOC1/SSAE18 and SOC 2, Type 2 reports available. Contractor shall also provide timing of when SOC reports will be available annually. If awarded, thereafter, Contractor shall ensure performance of an SOC1/SSAE18 and SOC 2, Type 2 audit at least once annually of the system's environment and provide the same automatically at no cost to DRPT. Reports shall meet all requirement and standards set forth in part VII, Special Terms and Conditions, Section 23 Security Compliance of the RFP. The Trust Service Principles that should be covered in the SOC-2 Type 2 are: Security, Availability, Processing Integrity, Privacy and Confidentiality. Upon request the Contractor shall provide appropriate bridge letters from their auditors to address the difference between the Commonwealth's fiscal year and the period covered by the most recent SOC1/SSAE18 and SOC-2, Type 2 report.

C. Contractor shall, in its response to this RFP, provide proof of the insurance requirements outlined in Section VIII, GENERAL TERMS AND CONDITIONS. If awarded, thereafter, Contractor shall ensure coverage and provide proof of coverage to the Commonwealth annually.

VI. PRE-PROPOSAL CONFERENCE

There will be a Mandatory pre-proposal conference for this RFP on March 16, 2021 at 1:00p.m EST. The pre proposal will be held via teleconference using the GOTOWebinar service. The Step by step instructions on how to attend the meeting will be in an attachment after the RFP.

DRPT is requesting only two representatives from each firm be on phone/registered. Please register for **the VPRA Banking Services Pre Proposal** at: <https://attendee.gotowebinar.com/register/1406371442846288395>

After registering, you will receive a confirmation email containing information about joining the webinar

Call in number is 562/247-8422 Attendee Code is 782-876-280

After registering, you will receive a confirmation email containing information about joining the webinar.

Please make sure you are able to log in, register, and are familiar with the gotowebinar service in advance. If you dial in late you will miss important information and DRPT will not go back over what has already gone over.

Any changes resulting from this conference will be issued as a written addendum to the RFP.

TIME SCHEDULE:

The items that are asterisked below are approximate dates and may be changed.

Pre-Proposal: March 16, 2021 at 1:00 p.m.

Questions Due: March 19, 2021

Proposals due: March 26, 2021 at 3:30 p.m.

Interviews with top Offerors: Week ending April 9, 2021*

Negotiations start: April 16, 2021*

Awarded by: April 23, 2021*

Services procured under this contract will be done on a Purchase Order basis. No commitment is made until an eVA Purchase Order is issued.

VII.

SPECIAL TERMS AND CONDITIONS

1. **AUDIT:** The Offeror who is awarded a contract 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. The Offeror who is awarded a contract shall permit the authorized representative of DRPT, the U. S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Offeror who is awarded a contract relating to its performance under this Contract.
2. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the Commonwealth will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth has purchased or uses any of its products or services, and the contractor shall not include the Commonwealth in any client list in advertising and promotional materials.
3. **AWARD OF CONTRACT:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
4. **INTERPRETATION OF AGREEMENT:** Headings are for reference purposes only and shall not be considered in construing this Agreement. If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the 33 remaining terms and conditions shall not be affected. Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.
5. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting

contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 180 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. **eVA ORDERS AND CONTRACTS**: It is anticipated that the contract will result in a single purchase order (may be one per year) with the applicable eVA transaction fee assessed for each order. Vendors desiring to provide services to the Commonwealth shall participate in the eVA Internet e-procurement solution.

7. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth for three successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period. The Offeror who is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date. Requests for price increases shall be substantiated in writing with the request. DRPT shall have sole discretion to allow price increases.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8. **CHANGES TO THE RATES ON THE PRICE SCHEDULE**: Changes to the rates on the price schedule may only occur during the renewal period. Said rates may be revised by mutual agreement of DRPT and the Offeror who is awarded a contract sixty (60) days prior to the renewal period starting date. If DRPT elects to exercise the option to revise rates for the three (3) one-year renewal periods, the contract price(s) for the increases shall not exceed the contract price(s) stated for the third year of the original contract increased/decreased by more than the percentage increase/decrease of the Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. The Offeror who

is awarded a contract shall convey (in writing) its request to raise/lower prices to the Department no later than sixty (60) days prior to the renewal period starting date.

9. **BEST AND FINAL OFFER (BAFO)**: At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

10. **EXTRA CHARGES NOT ALLOWED**: No additional charges will be allowed under the Contract. Any changes to the scope of services that impact prices must be approved in advance with a written contract modification signed by both parties.

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

A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, 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 when they have received DSBSD small business certification. 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 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 DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses.

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 quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are

DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

2. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified businesses. 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/service provided, at the frequency required.

12. **PRIME CONTRACTOR RESPONSIBILITIES**: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

13. **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.

14. **CREDITS**: Any credits due to the Commonwealth under the terms of this Contract may be applied against the Contractor's invoices with appropriate information attached to enable validation.

15. **QUALIFIED PERSONNEL**: All services to be performed as specified in this solicitation shall be performed by properly trained and experienced personnel. The Commonwealth reserves the right to require proof of training or experience prior to award and at any time during the term of the contract. Verification of stated qualifications should be provided with the offeror's response. The Commonwealth reserves the right to request replacement of Contractor's personnel if the Services performed by the Contractor's personnel is deemed in any way unsuitable by the Contract Administrator.

16. **LOBBYING AND INTEGRITY**: Offerors are cautioned that communications with individuals other than the Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the offeror shall not, in connection with this or any other agreement with the State, directly or indirectly: 1. Offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or 2. Offer, give or agree to give anyone

any gratuity for the benefit of or at the direction or request of any state officer or employee. Upon request of the Department of the Treasury, the offeror shall provide any type of information the Agency deems relevant to the offeror's integrity or responsibility to provide the services or goods, described herein.

17. **CONTRACTUAL DISPUTES**: In accordance with Section §2.2-4363 of the Code of Virginia, Contractual claims, whether from money or other relief, shall be submitted in writing to the purchasing agency no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim. The Contractor may not invoke any available administrative procedure under Section §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section §2.2-4364, Code of Virginia, or the administrative procedure authorized by Section §2.2-4365, Code of Virginia. The Department of the Treasury, its officers, agents and employees, including without limitation, the Contracting Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise thereunder. In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

18. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION**: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

19. 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) (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) (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.

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

21. E-VERIFY PROGRAM: Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to

such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

22. **BREACH:** The Contractor shall be deemed in breach of this agreement if the Contractor: fails to provide any service by the specified delivery date; repeatedly fails to respond to requests for required service within the time set forth in this Agreement; fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten (10) days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or fails to provide a written response to the Commonwealth Show Cause Notice within ten (10) days after receiving same. The Contractor shall not be in breach of this Agreement if the default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather.

23. **SECURITY COMPLIANCE:** Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of Treasury's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier. Supplier shall also comply with all applicable federal, state and local laws and regulations. Treasury's security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Treasury information with which such employees and agents come into contact while at Treasury's site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its 27 obligations under this Section and the Contract. Supplier shall immediately notify Treasury of any Breach of Unencrypted and Un-Redacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by Treasury to Supplier. Supplier shall provide Treasury the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, Treasury, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by,

accrued against, or charged to or recoverable from the Commonwealth, VITA, Treasury, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section. Treasury shall have the right to review supplier's information security program prior to the commencement of the services and from time to time during the term of the contract. During the performance of the services, on an ongoing basis from time to time, Treasury, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of supplier's information security program. In lieu of an on-site audit, upon request by Treasury, supplier agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by Treasury regarding supplier's information security program. Supplier shall implement any reasonably required safeguards as identified by any program audit.

24. CERTIFICATION OF INTERNAL CONTROLS: The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement. The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary. If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract. The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

25. **OFFEROR REQUIRED FORMS**: The offeror has forms that DRPT will be asked to sign in the event of any resulting contract award.

o Yes o No

Note: If the offeror marks “yes” the offeror must include in its proposal any required forms that DRPT would be asked to sign in the event of any resulting contract award. Any terms and conditions contained in these forms may be subject to negotiation and will be evaluated as part of the overall evaluation. In addition, any terms and conditions in opposition of Commonwealth of Virginia laws, regulations, policies, or the best interest of the Commonwealth may result in the proposal receiving no further consideration by DRPT..

26. **LATE PROPOSALS**: To be considered for selection, the proposal must be received in the issuing office by the designated date and hour. The official time used in the receipt of proposal is the time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Agency is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intradepartmental Agency mail system. It is the sole responsibility of the Offeror to ensure that its bid reaches the issuing office by the designated date and hour.

27. **PERSONNEL APPROVAL**: DRPT reserves the right to approve any personnel or subcontractors proposed for the work described in this RFP and/or any subsequent contract resulting from this RFP. DRPT will provide written justification to the Contractor when approval is not granted.

28. **KEY PERSONNEL**: People identified in terms of this RFP as "key personnel" who will work on the service contract, must continue to work on this contract for its duration so long as they continue to be employed by the Contractor unless removed from work on the Contract with the consent of the purchasing agency.

29. **ASSIGNABILITY**: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Consent will not be unreasonably withheld or delayed. Notwithstanding this general prohibition against assignment, DRPT may assign any portion of this Agreement to any other state agency, authority or department without offeror consent. All of the terms and conditions of this Agreement shall remain in full force and effect and will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

30. **APPROPRIATE LICENSURE, CERTIFICATIONS, AND/OR CREDENTIALS**: Offerors who are awarded a contract must submit copies of appropriate licensure, certifications, and/or credentials subsequently upon award and as requested by DRPT.

31. **QUALIFICATIONS/RESPONSIBILITIES:**

A. The Offeror who is awarded a contract agrees that competent, experienced and qualified staff properly trained and certified for the type of work described in this RFP shall perform all work.

B. The Offeror who is awarded a contract shall assign a person as their representative who will have the authority to execute this contract work. The person's name and phone number, and an alternate representative's name and phone number, shall be provided to DRPT in the Offeror's proposal.

32. **DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, DRPT reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.

33. **ADDITIONAL INFORMATION:** DRPT reserves the right to ask any Offeror to submit information missing from its offer, to clarify its offer, and to submit additional information which DRPT deems desirable, and does not affect quality, quantity, price or delivery.

VIII. REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, 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 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 the requirements of this section.
 - d. 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.
 - e. 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 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 contemplated therein.
 - M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
 - N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
 - O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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

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

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$4,250,000 aggregate (Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

5. Professional Liability/Errors and Omissions \$1,000,000 per occurrence, \$3,000,000 aggregate

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- S. **DRUG-FREE WORKPLACE:** 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.

- T. **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.
- U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site 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 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.

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.

V. **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.

W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:**
This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

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

Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

IX. **METHOD OF PAYMENT** If the vendor is a commercial bank, service charges are to be included in the bank's monthly account analysis. The fees shall be paid through one of the following methods at the Commonwealth's option: compensating balances; a combination of compensating balances and direct fees; or an alternative method as specified in the Contractor's Proposal. If the vendor is not a commercial bank, invoicing and payment will be made in accordance with the Virginia Prompt Payment Act (please refer to Section VIII, Par. J)

X. **PRICING SCHEDULE**

Refer to attachment “Virginia Department of Rail and Public Transportation Pricing Schedule” posted on eVA VBO which shall be used to submit offeror’s pricing. Pricing schedule is a single Excel file with FOUR TABS, each of which must be completed. If there are any issues using this attachment E-mail the Procurement Officer at Melissa.myers@drpt.virginia.gov with the details.

Attachment A – Small Business Forms

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: Department of Minority Business Enterprise (DSBSD)-certified women- and minority-owned businesses shall also be considered small businesses when they have received DSBSD small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51 percent 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 percent 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 percent 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 percent 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 Virginia Department of Small Business and Supplier Diversity (DSBSD) to participate in the SWAM program. Certification applications are available through DSBSD online at SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

(Failure to complete and submit this form may result in your proposal not being considered.)

- A. If you are certified by the DSBSD as a small business, complete only Section A of this form. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification.
- B. If you are not certified by DSBSD as a small business and plan to subcontract part of this contract with a DSBSD certified business, complete only Section B of this form.
- C. If you are not certified by DSBSD as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DSBSD-certified business, only provide the information requested in Section C of this form.

Section A

If your firm is certified by the DSBSD, are you certified as a **(check only one below)**:

_____ Small Business

_____ Small and Women-owned Business

Attachment A – Small Business Forms

_____ Small and Minority-owned Business

Certification number: _____ Certification date: _____

Attachment A – Small Business Forms

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract. This shall include DSBSD-certified women-owned and minority-owned businesses that meet the small business definition and have received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
Totals \$					

Section C

Attachment A – Small Business Forms

Respond to how your business has met or exceeded at least two of the following indicators within the past 24 months. Your response may include any good faith efforts made regarding this procurement.

C. Good Faith Effort Indicators by the Offeror

1. Identify areas of work your business has subcontracted to DSBSD-certified small businesses for other contracts. Include company names, dates, dollar amounts, and percentages on a per contract basis.
2. List research efforts conducted by your business in the past to locate DSBSD-certified small businesses by advertising in publications or in the classified section of the newspaper where small businesses are likely to see it. List specific publications and dates.
3. List small business outreach meetings, conferences, or workshops conducted by your firm to locate DSBSD-certified small businesses—including the dates, participation numbers, and results.
4. Provide documented correspondence (i.e., certified mail, email, receipt of fax transmissions, etc.) to small businesses from the lists provided by DSBSD and other outreach agencies and organizations which indicates your solicitation of such for utilization of subcontracting opportunities on other contracts for which your business has competed.
5. List areas of work which your business has subcontracted with DSBSD-certified small businesses for upcoming contracts—including the name of the business, certification number, dates, dollar amounts, and percentages on a per contract basis.
6. Provide documentation of any assistance offered to interested small businesses in obtaining bonds, lines of credit, and/or insurance for any present or past contracts your business has in place.
7. Provide documentation of follow-up on initial contacts with DSBSD-certified small businesses (e.g., telephone call logs, emails, certified letters, etc.). Be sure to list the small business name and dates of contact.

Attachment B – SCC Form

State Corporation Commission Form

STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 6-J, in Invitation for Bids.

Virginia State Corporation Commission (SCC) registration information. The bidder:

is a corporation or other business entity with the following SCC identification number:

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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