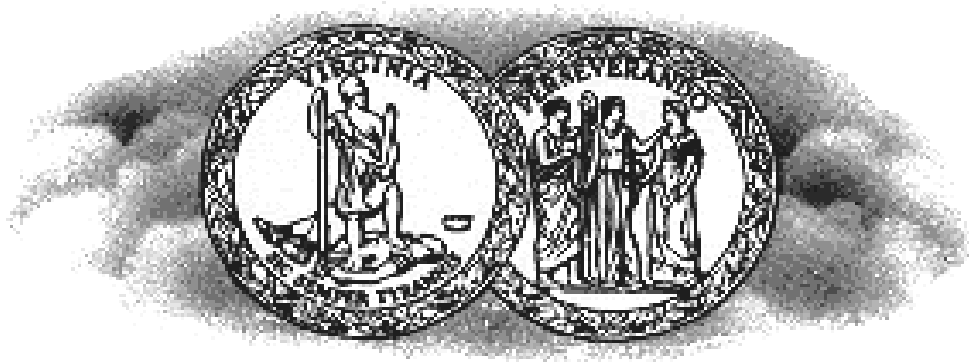


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Unsealed Request for Proposals #SCC-12-028-ITD

Offsite Data Storage And Associated Services



VIRGINIA STATE CORPORATION COMMISSION
TYLER BUILDING
PO BOX 1197
RICHMOND, VIRGINIA 23218-1197

Issue Date: December 21, 2012

Proposals Shall be Received Until 4:00 P.M., January 14, 2013

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

UNSEALED REQUEST FOR PROPOSALS

Issue Date: December 21, 2012 **URFP #SCC-12-028-ITD**

Title: Offsite Data Storage And Associated Services

Commodity Code: 92028

Issuing Agency: COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION
OFFICE OF COMMISSION COMPTRROLLER
PROCUREMENT
1300 E. MAIN STREET
RICHMOND, VIRGINIA 23219

Location: Tyler Building at 1300 E. Main Street

Period of Contract: From date of award through a one-year term with three (3) one-year renewal options

Proposals Will Be Received Until 4:00 p.m., January 14, 2013 For Furnishing the Services Described Herein.

All Inquiries For Information Must be in writing and Directed To: Ann Sells, State Corporation Commission, ann.sells.12028@scc.virginia.gov

IF PROPOSALS ARE MAILED, E-MAILED ODR HAND DELIVERED, DELIVER DIRECTLY TO:

Ann Sells, CPPB, VCO
State Corporation Commission
Office of Commission Comptroller
Procurement
1300 E. Main St., 7th Floor
Richmond, VA 23219

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

<u>Name And Address Of Firm:</u> _____ _____ _____	<u>Date:</u>	 _____ (month/day/year)
	<u>By:</u>	 _____ (signature in ink)
<u>Zip code:</u> _____	<u>Name:</u>	_____
<u>eVA Vendor ID or DUNS#:</u> _____	<u>Email:</u>	_____
<u>Telephone Number:</u> () _____	<u>Title:</u>	_____

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I. PURPOSE:

The purpose and intent of this unsealed Request for Proposals (URFP) is to solicit unsealed proposals to establish a term contract through the competitive negotiation process for providing secured offsite data storage and associated services for the State Corporation Commission (SCC), through its Information Technology Division (ITD).

II. PROPOSAL INQUIRIES/POINT OF CONTACT:

All inquiries concerning this URFP must be submitted **in writing** and are limited to the single-point-of-contact (SPOC) indicated below, citing the URFP title, number, page, section, and paragraph. To ensure timely and adequate consideration of all proposals, **potential Offerors are to limit all contact**, whether verbal or written, pertaining to this URFP, to the designated SPOC for the duration of the URFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror's proposal.

SPOC E-Mail: ann.sells.12028@scc.virginia.gov
SPOC Tele #: (804) 371-2123

The SCC assumes no liability for assuring accurate/complete e-mail transmission/receipt and will not acknowledge receipt. **No verbal responses will be provided.**

Inquiries should be received by the SPOC no later than January 9, 2013. The SCC intends to issue a written response by email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this URFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. BACKGROUND:

The SCC operates a mainframe and a server-based network at its Data Center at 1300 E. Main Street, Richmond. The SCC currently uses a third party service provider to rotate backup tapes in locked media containers to a secure, offsite facility. In a typical month, the third party service provider currently:

- transports media containers to and from the SCC each SCC business day;
- handles SCC media containers approximately (45) times each month;
- provides all lockable media containers and locks to the SCC, including:
 - (10) media containers designed for up to (40) type 3490 tapes – to provide for tape slotting, these media containers are unlocked by the service provider at the secure, offsite facility;
 - (18) media containers designed for up to (20) type LTO-4 tapes – these remain locked;
 - (2) media containers [approximately 12” wide by 9” long by 5” deep] in which the SCC stores paper records and a thumb drive – these remain locked;

- provides for vaulting and tape slotting services for approximately (540) type 3490 tapes, handling these tapes approximately (3300) times per month;
- stores the media containers in the service provider's offsite vaults based on SCC's daily, weekly, monthly, and annual rotation cycles.

IV. GLOSSARY OF TERMS:

The following terms and definitions apply to this URFP and any resulting contract:

24/7 -- 24 hours per day, 7 days per week, 365 days per year.

Above Grade - Above ground level.

Contractor – The person/firm awarded a contract to provide the goods/services required in this solicitation.

Closed Container – A portable locked container, suitable for Magnetic Media, that cannot be opened by Contractor staff.

File Transfer Protocol – Method used to transfer or copy files between computers over the internet.

Hygrometer - Device for measuring the relative humidity of air.

In Grade – At ground level.

Man Trap - A set of doors that requires a person to enter an initial door, which then closes and locks while any other door into the facility remains closed and locked. Secondary doors are only unlocked when the person's credentials for access into the facility have been verified. This limits access to secure areas within a facility while providing a means to physically detain unauthorized persons.

Tape Rotation – Movement of magnetic tape according to a defined schedule to ensure access to the latest backup information.

NFPA – National Fire Protection Agency

Open Container – A portable locked container, suitable for magnetic media, that can be unlocked by Contractor staff and opened at the facility for media handling.

Magnetic Media – Super Digital Linear Tapes (SDLT), 3490 Tape Cartridges, and external hard drives.

Tape Slotting/Barcoding – Process in which tapes are stored on shelving in slots and identified by use of barcoding, thereby providing easy tape search and retrieval.

Until – Up to the time of, or before a specified time.

V. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor shall have a minimum of three (3) years in business providing the services described herein.

VI. STATEMENT OF NEEDS:

The Contractor should provide the following for Off-site Data Storage and Associated Services:

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
1.0	General		
1.1	Media vaulting for Open Container and Closed Container Magnetic Media		
1.2	Daily Tape Rotation for tape cartridges		
1.3	Tape Slotting/ Barcoding for tape cartridges		
1.4	Containers and keys for Open Containers and Closed Containers		
1.5	Pickup and delivery services to and from the SCC (at 1300 East Main Street, Richmond, Virginia 23219) or, alternatively, at the SCC's direction during activation of the SCC's Disaster Recovery Plan, the SCC's offsite disaster recovery site (at 6000 Technology Blvd, Sandston, VA 23150) for SCC Magnetic Media on a routine, daily basis, as agreed to by the SCC, during normal business hours, Monday – Friday, 7:30 a.m. through 5:00 p.m., Eastern Standard Time, excluding SCC holidays		
1.6	24/7 pickup and delivery services to and from the SCC or the SCC's offsite disaster recovery site upon SCC request with a service level requiring		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
	delivery or pickup of requested tapes within 4 hours of SCC request		
1.7	Online web interface for media tracking, submission of special requests for pickup/delivery of media, and administrative security access capability for purposes of the SCC maintaining (add or delete) an up-to-date list of authorized SCC staff to submit service requests for accessing data online or at Contractor's facility, and provide a documented process for the SCC to request delivery of specific tapes during non-business hours, including escalation procedures within the organization		
1.8	Ability for the SCC to receive electronic tape management reports and/or files by way of FTP (File Transfer Protocol)		
1.9	Disaster recovery processes and procedures that provide for data shipment 24/7 upon SCC notification by telephone or electronic means within four (4) hours of the initial notification		
1.10	Criminal background checks and/or commercial insurance for Contractor staff or anyone who has access to SCC Open Containers and Closed Containers and Magnetic Media		
1.11	Separate billing of services and items for up to two accounts (or sub-accounts).		
2.0	Facility Location		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
2.1	At least 500 feet away from 100-year flood plain and known fault lines		
2.2	Located at least five (5) miles from the SCC's primary office location		
2.3	Have 100% fire suppression coverage for entire facility		
2.4	Located within a reasonable distance of a fire station		
3.0	Facility Construction		
3.1	Be secured and access controlled		
3.2	Accommodate entry of vehicles into the facility and re-securing of the facility prior to unloading or loading of SCC materials		
3.3	Be designed to achieve non-combustibility		
3.4	Have administrative areas that are separated by security access from the vaulting area		
3.5	Meet NFPA 232 (revision year 1995 or more recent) fire rating		
3.6	Be dedicated to the storage of magnetic and optical media only		
4.0	Vault Construction		
4.1	Have a Man Trap entry system		
4.2	Be constructed of steel-reinforced concrete		
4.3	Be constructed Above Grade		
4.4	Have industry approved vault doors		
4.5	Have a dedicated Fire Suppression system and adequate heating and		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
	cooling system consistent with best practices for protection of electronic media		
4.6	Maintain temperature of 60 - 75 degrees Fahrenheit		
4.7	Maintain humidity level of 35% - 45%		
4.8	Be monitored for temperature and humidity levels using a Hygrometer		
4.9	Hygrometer records permanently retained for up to 1 year after award of the contract and available to the SCC upon request		
4.10	Be connected directly to a 24x7 monitored alarm company to detect and respond to temperatures below 60 degrees or exceeding 75 degrees Fahrenheit		
5.0	Facility Security		
5.1	Have alarms that provide immediate notification to and response from authorities, and retention of such alarm logs for a minimum of 1 year beyond the contract end for SCC review upon SCC request		
5.2	Have alarms that provide detection of fire, water, motion, sound, vibration, magnetic door contact, window breakage and improper access code entry		
5.3	Use of individually assigned employee access		
5.4	Maintain an audit trail listing of all access activity for a minimum of 1		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
	year beyond the end of the contract		
5.5	Have closed circuit television monitoring the interior and exterior of the facility that is recorded and retained for a minimum of 6 months		
5.6	Have a dedicated, fully functioning alarm system for each media vault		
5.7	Have a power back-up for the entire facility, including all power for the vault environment and all alarm systems and backup communications with the alarm company		
6.0	Vehicles		
6.1	Retrofitted for protecting Magnetic Media		
6.2	Insulated shells, designed to minimize temperature fluctuations		
6.3	Cargo area separated and secured from main cab area		
6.4	Heated, air-conditioned and windowless cargo area		
6.5	Equipped with a fire suppression unit, mobile phone, and self-alarming security system		
6.6	Locked and alarmed at all times while unattended		
7.0	Containers		
7.1	Minimum of .22 gauge steel or heavy gauge plastic suitable to secure media transport		
7.2	Foam lined and container specific for each media type		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
7.3	Locked at all times during transit		
7.4	Water-resistant, shatter-resistant and fire-resistant		
7.5	Labeling that does not identify customer or contents		
8.0	Procedures and Operating Practices		
8.1	Media are not mixed with other customers' media; segregated storage racks are provided for the SCC		
8.2	Facility is only used in accordance with its local county/city provisions		
8.3	Access to vault doors and alarms are only issued to Contractor staff whose responsibilities require access		
8.4	Vault doors remain closed and locked at all times		
8.5	Vaults are alarmed when vacant		
8.6	Facility access is restricted to employees and contractor-escorted clients, prospects, and necessary facility support vendors		
8.7	Contractor notifies SCC within 1 business day of any facility incident, including but not limited to temperature and humidity variances, security breaches, and false alarms		
8.8	Media is only transported to Contractor facility by Contractor staff in Contractor's vehicle		
9.0	Disaster Recovery		
9.1	Minimize potential risk and exposure of critical data		

ID	Requirement	Will Proposal Meet the SCC requirement? (Yes, No, Other)	Explain/Describe how this requirement will be met.
9.2	Provide to the SCC and maintain a written Disaster Recovery plan for its own facility, updating the plan as necessary at least annually		

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. General Requirements

1. URFP Response: In order to be considered for selection, Offeror must submit a complete response to this URFP. Submit Proposal as required in Section VII, C. 1 (Proposal Format), 2 (Proposal Organization – Binder 1) and 3 (Proposal Identification) as stated below. Submit Offeror's Pricing Proposal as directed in Section VII. C. 2 (Pricing Proposal Format – Binder 2).
2. Proposal Preparation:
 - a. The proposal shall be signed by a person legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia.
 - b. All information requested should be submitted as requested below. Failure to submit all information and in the format requested may result in the SCC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the URFP. Emphasis should be placed on completeness and clarity of content.
 - d. Ownership of all data, materials, and documentation originated and prepared for the SCC pursuant to the URFP shall belong exclusively to the SCC and be subject to public inspection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must

be identified by some distinct method such as underlining or highlighting 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 rejection of the proposal.

- e. As used in this URFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the URFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.
- f. Site visits to the Offeror’s facilities may or may not be conducted by the SCC.

B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so the SCC may properly evaluate your capabilities to provide the required services.

- 1. Specific Plans (Proposal) – Offerors should provide specific plans for providing the Offsite Data Storage and Associated Services to include the following:
 - a. Section VI, Statement of Needs: - Use the Table set out in Section VI, Statement of Needs, to document and describe in detail how the Offeror meets and proposes to provide each specific requirement;
 - b. Appendix B – Offeror Data Sheet – complete in its entirety.

2. Appendices

Offeror shall complete and provide all information requested for the following:

- a. Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- b. Appendix C - State Corporation Commission Form

c. Appendix D – W-9/Request For Taxpayer Identification Number and Certification

3. Pricing Proposal

The Offeror must submit the following as a separate document:

- a) proposed **monthly unit pricing schedule**, including all unit prices and any related quantity thresholds that may be applicable to the proposal;
- b) proposed detailed price totals **for one month, based on the quantities and services described in III. BACKGROUND**, including item descriptions, quantities, unit costs, extended prices, and total price.

If the Offeror fails to provide the Pricing Proposal information as requested, the Offeror’s proposal will be scored accordingly.

C. Specific Proposal Format/Organization/Identification

1. Proposal Format - Offerors should follow the Proposal Format and include all items indicated below in their proposals:

- Use Times New Roman font with size of twelve (12).
- All pages of the proposal should be **numbered**.
- Proprietary or trade secret data or material (if any) must be specifically identified by including the specific proposal section(s) and page number(s) to be protected and state the reasons why protection is necessary (see § 2.2-4342 F of the Code of Virginia).
- Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the URFP requirements are specifically addressed.

2. Proposal Organization (If mailed or e-mailed) – Proposals should adhere to the following outline and should not include any items not identified in the outline.

Original Proposal Organization – (BINDER 1 or Attachment 1)

- Tab 1 - Original URFP with Cover page (completed and signed) and Addenda (completed and signed – if any);
- Tab 2 - Table of Contents;
- Tab 3 - Proprietary Data - Listing of Proprietary Data referencing specific proposal section, page numbers and reasons protection is needed (See § 2.2-4342 F of the Code of Virginia);

- Tab 4 – Glossary of Terms (if any);
- Tab 5 – Offeror’s response to Section VI, Statement of Needs using the table provided in Section VI to document Offeror’s proposal response;
- Tab 6 - Completed *Appendices* (A, B, C and D) as set out in Section VII, B. 2.

Pricing Proposal Format – (BINDER 2 or Attachment 2)

- Tab 1 – Submitted as set out in VII, B. 3, Pricing with all requested pricing information set out in Section VII.B.3.

3. Submission and Delivery of Proposals:

- A. If Proposal is mailed or hand delivered, provide a Proposal for each of the below categories in separate envelopes or packages and identify the front of the envelopes and packages as follows:**

From: _____	January 14, 2013	4:00 P.M.
Name of Offeror	Due Date	Time
_____	#SCC-12-028-ITD	
Street or Box Number	URFP No.	
_____	<u>Offsite Data Storage And Associated Services</u>	
City, State, Zip Code	URFP Title	
*Contents _____		
(Indicate contents of envelopes as either “ Original ” Proposal, “ Redacted ” copy of Original Proposal, “ Copy ” of Original Proposal or “ Pricing ” Proposal.)		

- **“Original” Proposal** - The signed “*Original*” Proposal and CD, a “*Redacted*” copy (removing all proprietary information or material) of Original Proposal and CD that is Microsoft compatible and searchable;
- **“Proposal Copy”** - Five (5) “*Copies*” of Proposal and a CD for each copy that is Microsoft compatible and searchable;
- **“Pricing” Proposal** - One “*Pricing*” Proposal and CD that is Microsoft compatible and searchable.

B. If Proposal is E-mailed, submit and identify Proposal as follows:

Offeror should provide proposal in the format set out in VII. C. 2 above and identify Proposal attachments as the “**Original**” Proposal, “**Redacted**” Proposal (removing proprietary information), and “**Pricing**” Proposal are required to be submitted. **Electronic Proposal documents must be provided in a Microsoft compatible and searchable format.**

VIII. Evaluation And Award Criteria:

A. Evaluation Criteria. Proposals shall be evaluated by the SCC using the following criteria:

1. Suitability of Off-site data storage facility (Section VI, 1.0 through 9.2) and associated services
2. Experience and knowledge of Offeror and Offeror’s staff
3. Small, Woman-Owned and Minority-Owned Businesses
4. Agreement with Terms and Conditions
5. Price
6. References

Points assigned to each criterion will be posted prior to 4:00 p.m., January 14, 2013, on the following website: www.eva.virginia.gov.

B. Award of Contract: Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria included in the URFP, including price, if so stated in the URFP. 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 URFP 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.

IX. Pre-Proposal Conference:

A pre-proposal conference will not be held for this solicitation. Offerors, however, are strongly encouraged to contact Ann Sells at ann.sells.12028@SCC.virginia.gov with any questions or any facet of this solicitation requiring clarification.

X. 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 (excluding 2.1.b, 2.1.d, and Chapter 9). 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 <HTTP://WWW.EVA.STATE.VA.US/LEARN-ABOUT-EVA/VENDORS-MANUAL.HTM>.

B. APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state, 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 and Section 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, Section 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 to follow:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING:

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS:

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:

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 immediately contact the buyer whose name appears on the face of the. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. TO PRIME CONTRACTOR:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect Offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will

be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, Section 2.2 – 4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

M. TESTING AND INSPECTION:

The SCC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

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

P. DEFAULT:

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

Q. INSURANCE:

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract; it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with Sections 2.2 – 4332 and 65.2 – 800 et seq. of the Code of Virginia. The Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage's 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 COVERAGE'S AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their worker's compensation requirements under the Code of Virginia during the course of the Contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

R. ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (WWW.EVA.VIRGINIA.GOV) for a minimum of 10 days.

S. DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. NONDISCRIMINATION OF CONTRACTORS:

An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin,

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

U. AVAILABILITY OF FUNDS:

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

V. BID PRICE CURRENCY:

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

W. 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.

XI. SPECIAL TERMS AND CONDITIONS:

A. AUDIT:

The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. 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.

B. CANCELLATION OF CONTRACT:

The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

C. CONFIDENTIALITY OF INFORMATION:

Contractor agrees to observe complete confidentiality with response to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such material is the SCC's or other manufacturer, vendor or distributor to which contractor or contractor's personnel may gain access while engaged by the SCC or while on SCC premises. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the SCC is strictly prohibited. The restrictions herein shall survive the termination of this agreement for any reason and shall continue in force and effect and shall be binding upon the contractor, its agents, employees, successors, assigns, subcontractors or any party claiming an interest in this agreement on behalf of or under the rights of the contractor following any termination. Contractor shall advise all contractors' agents, employees, successors, assigns, or subcontractors that are engaged by the SCC of the restrictions, present and continuing, set forth herein. Contractor shall defend and incur all costs, if any, for actions which arise as a result of non-compliance by contractor, its agents, employees, successors, assigns, or subcontractors regarding the restrictions herein.

D. INDEPENDENT CONTRACTOR:

The contractor shall be considered an independent contractor and neither the contractor, nor personnel employed by the contractor, are in any sense to be considered employees or agents of the SCC, or of the Commonwealth of Virginia.

E. SCC POLICIES, STANDARDS, AND PROCEDURES:

Contractor agrees to comply with all pertinent SCC policies, standards, and procedures. If contractor is unable to comply with all SCC policies,

standards, and procedures, it is the responsibility of the contractor to bring this fact to the attention of the Contract Administrator, in writing, and to recommend an alternative solution. The decision concerning relief from or changes to a policy, standard, or procedure will be made by the SCC and communicated to the contractor in writing.

F. **CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:**

The SCC welcomes and encourages bids or quotes from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned, and minority-owned businesses. Names of firms are available on the Commonwealth of Virginia electronic procurement website: [HTTP://EVA.VIRGINIA.GOV](http://EVA.VIRGINIA.GOV). When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix B to this solicitation.

G. **RENEWAL OF CONTRACT:** This contract may be renewed by the SCC for three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in a. and b. 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.

a. If the SCC 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, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

b. If during any subsequent renewal periods, the SCC 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, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

H. **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.

I. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

Pursuant to Code of Virginia § 2.2 – 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

XII. Method of Payment

Payment for service shall be made monthly in arrears and SCC shall receive only one (1) invoice that reflects all services. Payments will be made per Paragraph J of the General Terms and Conditions.

Invoices shall be submitted by the contractor directly to:

State Corporation Commission
Information Technology Division
P.O. Box 1197
Richmond, VA 23218-1197

XIII. Appendices

A – Small, Women-Owned, and Minority-Owned Businesses

B – Offeror Data Sheet

C – State Corporation Commission Form

D – W-9/Request for Taxpayer Identification and Certification

E – Directions to Tyler Building

APPENDIX A- SMALL, WOMEN OWNED, MINORITY-OWNED BUSINESSES

I. SMALL BUSINESS CERTIFICATION

Small businesses, including but not limited to women-owned and minority-owned businesses, that meet the small business designation as defined in Section II must be certified prior to the date set for receipt of bids, proposals or quotes. Small businesses that meet the designation in Section II and are already certified by either the Virginia Department of Minority Business Enterprise (DMBE) or by another source that meets the small business designation as defined in Section II, must provide a copy of the small business certification. (Businesses who desire more information on the Commonwealth of Virginia certification program may reference the DMBE website www.dmbv.virginia.gov).

II. SMALL BUSINESS DESIGNATION

If your company is certified as a small business, including but not limited to women-owned and minority-owned businesses, as defined below, please check the appropriate box:

- Small Business:** "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.
- Small Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.
- Small Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

Minority Individual: "Minority individual" means an individual who is a citizen of the United States or a non-citizen who is in full compliance with United States immigration law and who satisfies one or more of the following definitions:

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India,

Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- c. "Hispanic American" means a person having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- d. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES

Does your company intend to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses? Check the appropriate box below:

YES NO

If YES is checked proceed to Section IV (1-3) of this Appendix for additional requirements.

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:
- eVA(Virginia's Web-based Purchasing System)
<http://www.eva.virginia.gov>
 - Virginia Minority Suppliers Development Council (VMSDC)
<http://www.vmsdc.org>
 - Metropolitan Business League (MBL)
<http://www.thembl.com>
 - Pro-Net (Small Business Administration)
<http://pro-net.sba.gov/>
 - Diversity Business for multicultural-owned businesses
<http://www.diversitybusiness.com/>
 - Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses
www.nfib.com/object/stateDirVA.html or the Virginia Chamber of Commerce www.vachamber.com)
2. Prime contractors that plan to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, must report the planned utilization of small businesses in performance of this contract. The following minimum information must be provided with your bid or quote.

- **Small Business Name & Address**
- **Contact Person, Telephone Number& Email Address**
- **Type of Goods and/or Service provided**
- **Planned Contract Dollars During Period of Contract for Utilization of Small Businesses**

3. Prime contractors awarded a term contract by the SCC that state their intent to utilize certified small businesses as subcontractors, including but not limited to women-owned and minority-owned businesses, shall submit a monthly report to the SCC of all dollars spent during the period of the contract with small business subcontractors that provide goods and/or services under this contract. The report shall be due by the 10th of the month following the month for which the spend data is being reported. At a minimum, the following information must be provided to the SCC Procurement Office:

- **Applicable Month and Year**
- **Small Business Name & Address utilized**
- **Contact Person, Telephone Number& Email Address**
- **Type of Goods and/or Services Provided**
- **Amount of Actual Monthly Spend Provided to Each Small Business**
- **Evidence of Compliance (documentation that supports actual monthly spend, i.e., copy of check paid to small business, copy of paid invoice, etc.)**

APPENDIX B- OFFEROR DATA SHEET

(To Be Completed by Offeror)

Qualifications of Offeror: The offeror must have the capability and capacity in all respects in order to fully satisfy all contractual requirements.

Offeror Corporate Overview:

1. Years in business: Indicate the length of time you have been in business providing this type of service: _____years _____months.
2. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also, provide the identity of any subsidiaries, as applicable.
3. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
4. Security Incidents: Describe any security incidents that have occurred during the past 12 months at the facility.
5. Strategic Relationships: State any subcontractors and outsourced services to be used in the performance of any contract resulting from this solicitation.
6. Background, In-depth Knowledge, and Experience: Provide a written narrative that describes the Offeror and Offeror's proposed staff's background, in-depth knowledge, and experience to provide the requirements set out in Section VI, Statement of Needs.

Immigration Reform and Control Act of 1986:

(Reference the General Terms and Conditions, Section E)

7. The offeror certifies that it will comply with the Immigration Reform and Control Act of 1986 during the duration of any resulting contract by checking the following box.

Agreement with Terms and Conditions:

8. The offeror accepts all of the URFPP General and Special Terms and Conditions (reference Section X and XI). Yes No
9. The offeror has forms that the SCC will be asked to sign in the event of any resulting contract award. Yes No

Note: If the offeror marks "yes" to question 8, the Offeror must include in its proposal any required forms that the SCC 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 evaluation criteria "Agreement with Terms and Conditions." 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 the SCC.

References:

10. Customer References: The Offeror must demonstrate a proven record of successfully providing services similar to those defined in Section VI to customers of similar scope and complexity. The references must be from past and/or current commercial or government accounts, including the SCC if applicable. The Offeror shall provide three references, with contact names, email addresses, phone number and service descriptions (specific services provided), which the SCC may use in reference checking. If your firm has provided the requested services to the SCC in the past, the SCC must be listed as a reference.

The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them. Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.

Offeror Reference # 1 Organization/Company Name _____

Period of Performance (Contract) From _____ through _____
 (Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

Offeror Reference #2 Organization/Company Name _____

Period of Performance (Contract) _____ through _____
 (Beginning Date) (Ending Date)

Contact Names(s)	Email	Phone Number	Service Description

Offeror Reference #3 Organization/Company Name _____

Period of Performance (Contract) _____ through _____
(Beginning Date) (Ending Date)

Contact Name(s)	Email	Phone Number	Service Description

APPENDIX C- STATE CORPORATION COMMISSION FORM

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

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

-OR-

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

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the 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):

APPENDIX D- W-9/REQUEST FOR TAXPAYER IDENTIFICATION AND CERTIFICATION

Form W-9 (Rev. January 2003) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
or
Employer identification number

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
 2. The United States or any of its agencies or instrumentalities;
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation;
 7. A foreign central bank of issue;
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



APPENDIX E- DIRECTIONS TO TYLER BUILDING

- **Approaching Richmond from the NORTH:** Take I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the WEST:** Take I-64 East to I-95 South into Richmond. Take the Franklin Street exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the EAST:** Take I-64 West to Richmond. Exit onto I-95 South, stay in right lane to the Franklin Street Exit (74B). At the end of the exit ramp, take a right, drive two blocks. The Tyler Building is on the left - between Main and Bank streets.
- **Approaching Richmond from the SOUTH:** Take I-95 North into Richmond. After crossing the James River, take the Broad Street Exit (74C). Stay in right lane onto ramp to 17th Street. Follow 17th Street to Broad Street intersection. Take a right on Broad Street and get in left lane. Make a left on 14th Street. Go two blocks. Take a right on Main Street. Tyler Building is on the right at the corner of 13th and Main.
- **From the RMA Downtown Expressway (Rt. 195):** - Take Rt. 195 South into Richmond (through 70-cent toll), and take the 7th/9th Street exit. After exiting, stay in left lane and take first left onto 7th Street. Go two blocks and take right onto Cary Street. Turn left on 14th Street. Go one block and turn left on Main Street. The Tyler Building is on the right at the corner of 13th and Main.

