

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF VETERAN
SERVICES**

REQUEST FOR PROPOSALS # 912-19-004

For

**Fort Pickett Maneuver Training Center
Joint Land Use Study**

Kelley Denton, VCO Procurement Officer

August 31, 2018

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

REQUEST FOR PROPOSALS: 912-19-004

ISSUE DATE: August 31, 2018
TITLE: Fort Pickett Maneuver Training Center, Joint Land Use Study (JLUS)
ISSUING AGENCY: Commonwealth of Virginia, Department of Veteran Services
USING AGENCY: Office of the Secretary of Veterans & Defense Affairs

ANTICIPATED PERIOD OF CONTRACT: November 1, 2018 – December 30, 2019.

Sealed proposals shall be received at the issuing agency no later than **3:00 p.m. October 5, 2018**. Proposals should be sent well in advance to allow ample time for delivery before the deadline stated above. Department of Veteran Services recommends that you confirm receipt prior to the due date and time by E-mailing kelley.denton@dvs.virginia.gov. Be advised that your package may deliver to the mailroom or another area in the building which may delay timely delivery. **Proposals received at the issuing agency 17th floor reception desk after the due date and time shall not be considered.** Refer to Special Term and Condition #10 “Identification of Proposal Envelope” for additional instructions.

Address to:
Proposal Enclosed: Fort Pickett Maneuver Training Center (JLUS)
Commonwealth of Virginia
Department of Veteran Services
James Monroe Building
101 N. 14th Street, 17th Floor Receptionist Desk
Richmond, Virginia 23219-3665

All Inquiries for information regarding this request for proposals shall be in writing directed to:
Kelley Denton, Procurement Officer via E-mail @ kelley.denton@dvs.virginia.gov **no later than September 14, 2018.**

In compliance with this request for proposals (“RFP”) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon through subsequent negotiation and the undersigned firm hereby certifies that all information provided below and in any schedule attached is true, correct, and complete.

Date:	Company Name:
By (Signature in Ink):	Complete Address:
Name (please print):	
Title:	City/State/Zip:
Telephone Number:	eVA ID # or Dun and Bradstreet No. (D-U-N-S®):
Fax Number:	E-mail address:

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I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract, through competitive negotiations, with one or more qualified offerors to provide a Joint Land Use Study (JLUS) for the Fort Pickett Maneuver Training Center (FPMTC). FPMTC is located in central Virginia, approximately 45 miles southwest of Richmond and approximately 2 miles east of the Town of Blackstone. The study area will include the surrounding counties of Nottoway, Dinwiddie and Brunswick and the Town of Blackstone.

II. BACKGROUND

In effort to help minimize impacts of a growing military installation with surrounding communities, Army officials nominated FPMTC for a Joint Land Use Study (JLUS). The study is a cooperative effort between FPMTC, the Commonwealth of Virginia, and the surrounding communities. The surrounding communities involved include Nottoway, Dinwiddie, Brunswick, and the Town of Blackstone.

FPMTTC is a National Guard training center that was transferred to the Commonwealth of Virginia during the 1995 BRAC.

On February 25, 2016, the U.S. Department of State began construction on the Foreign Affairs Security Training Center (FASTC) at Fort Pickett and on adjacent property near Blackstone, Virginia. FASTC will provide hard-skills security training to State Department personnel and the foreign affairs community. The U.S. Department of State, working with the U.S. General Services Administration (GSA) worked extensively to conduct environmental studies at Fort Pickett, which showed that the site was suitable for FASTC.

The purpose of the JLUS is to:

- Identify how FPMTC installation exercises and troop densities is currently affecting the surrounding communities and identify and document any types of conflicts that have occurred;
- Examine future FPMTC installation and activities, expansion plans, and identify and document potential impacts on surrounding communities;
- Examine and identify current and future development plans within the surrounding participating communities and identify and document potential impacts on FPMTC;
- Provide an economic analysis of FPMTC impact on the surrounding communities, and vice versa;
- Analyze military and commercial airspace at Allen C. Perkinson Blackstone Army Airfield within the airspace and military operating airspace (MOA);
- Make recommendations in regards to positive and negative impacts and opportunities, that are both compatible and acceptable to FPMTC and the surrounding communities, and;
- Develop an implementation plan for the surrounding communities to help achieve their shared goals, and provide recommendations to the FPMTC for use in their own implementation plan.

III. STATEMENT OF WORK

This document identifies the scope of work for the development of a Joint Land Use Study between Fort Pickett Maneuver Training Center (FPMTTC), and the following surrounding communities: Nottoway, Dinwiddie, Brunswick, and Town of Blackstone, all of which are located in the Commonwealth of Virginia. Further included in the scope are the contractors,

all military personnel, and guests of FPMTC, as appropriate, to the extent that their numbers and movement to and from the facilities help establish and/or delineate impacts to the study area. The study area includes all lands within 5 miles of FPMTC. Additionally, the study area includes the flight corridor within the airspace and military operating airspace (MOA) around Allen C. Perkinson Blackstone Army Airfield.

A. Program Management

Project Initiation and Work Plan Preparation

This section involves the routine, day-to-day coordination and management of the project on the part of the Consultant Project Manager and all sub-consultants. It includes monthly project progress reports preparation, pre- and post-meeting summary preparation, subcontractor coordination, team meetings, Policy and Technical Committee meetings, Work Plan updates, and project close-out procedures.

All contact/communication with federal, state and local agencies and elected officials will be coordinated through the Consultant Project Manager. All information concerning the JLUS, including the scope of services, progress reports, and schedules will be released for public review only through the Policy Committee. In the unlikely event that additional services are required to complete the study, this task will include the preparation of scope of services and cost estimates for supplemental agreements, if directed and authorized by the Policy Committee.

Following a notice to proceed, the Consultant will immediately develop project initiation materials, a team work plan for designing and implementing the project and contractual agreement. Included in the work plan will be the development of specific staffing plans, project files, and project-specific Quality Assurance/Quality Control (QA/QC) procedures.

The Project Work Plan will include:

- Detailed schedule/timeframe for the project and all steps in work plan;
- An internal kick-off meeting will be held with Project Staff, Technical and Policy Committees;
- Schedule at least (3) three Technical and Policy Committee meetings and/or telephone conference calls as necessary for updates;
- Submit monthly progress reports, including financial status of the project to the Sponsor, and Technical and Policy Committees; and
- Consultant will maintain a "Project Task Schedule," including milestones.

Consultant Deliverables:

- Kickoff /data collection meeting with FPMTC and local study area officials. Meeting agenda, notes, materials will be responsibility of consultant;
- Summary memorandum on data/data collection requirements;
- Project work plan and regular updates;
- Contractual Agreement;
- Monthly progress reports;
- Pre and post meeting summaries;
- Policy and Technical Committee Meetings. Materials, notes, agendas will be

- responsibility of consultant;
- Project close-out procedures and;
- Project initiation materials.

B. Data Collection

The objective of this task is to obtain background information and identify planning issues to be addressed in the Joint Land Use Study. FPMTC and the local government study participants will provide the Consultant with all available information requested for the implementation of this study. The Consultant will be responsible for obtaining any information that is not readily available by FPMTC and the local government study participants.

The Consultant shall:

- Conduct a meeting with the JLUS Technical Committee (JLUS TC) to collect existing information relevant to the study area; it will/might be necessary to conduct a separate meeting with FPMTC officials to identify and collect information on current/future military training operations on and in the vicinity of FPMTC ;
- Prepare a memorandum summarizing the results of the above stated meetings and provide an electronic copy to JLUS TC. The memorandum will include target time frames to receive outstanding data and the associated responsible parties;
- Determine and schedule necessary Policy Committee and Technical Committee meetings;
- Determine population/demographics of study area using the best available population projection data, Census tract data, or block data, if available;
- Conduct research to determine existing land use and zoning in Clear Zone, APZ (Accident Potential Zone) I and II;
- Conduct field surveys to determine existing densities within Clear Zone, APZ I and II;
- Collect current and future land use, zoning information and Thoroughfare Plan street classifications from each of the surrounding communities;
- Collect current and future land use and installation activities from FPMTC;
- Collect locations of major employers, points of interest, county parcel data, land features in study area, aerial imagery, and any other similar information that is relevant to this study;
- Collect all geography, topography and floodplain data relevant to the study area. Additionally, collect any pertinent wildlife/waterfowl information;
- Collect existing noise contours and new noise data for the study area and supporting information such as forecast of annual aircraft operations, operational fleet mix, flight tracks and percent utilization by aircraft type, runway utilization and range areas to include both small arms and indirect fire ranges;
- Identify the noise-sensitive receptors in the study area (i.e. schools, churches, day care facilities, parks, museums, libraries, nursing homes, hospitals and historic sites, etc.) Data collection should also include recreational areas, wildlife/waterfowl areas, and protected land or historic sites of national, state or local significance.
- Document new infrastructure or community facility improvements proposed within the study area;

- Collect building permit data and subdivision approval data for the past 5 years in each jurisdiction;
- Collect capital improvement information from the appropriate jurisdictional departments, if there is no formal CIP(Capital Improvement Plan) for that jurisdiction;
- Collect transportation data with regards to ingress and egress of installation traffic and convoy movement through the study area; and
- Consultant to collect information on past, present and expected future areas of conflict.

Consultant Deliverables:

- Meeting with JLUS Technical Committee;
- Data collection Meeting with FPMTTC Officials and all participants, if necessary as necessary; and
- Provide summary update memorandum on data/data collection requirements.

C. Public Participation, Education and Outreach

The objective of this section will be to obtain initial public input on the development of the JLUS Plan through news releases, workshops and a survey. It is imperative that a public involvement program is implemented in the early stages of the study in order to build a consensus on land use compatibility in a geographic area that includes multiple taxing entities. It will be implemented to allow elected officials, civic groups and individuals the opportunity to comment on the study. As the plan progresses, the consultant shall provide updates to the public through news releases and updates on the JLUS website. The draft JLUS will be available to the public for review and comment.

- Prepare a public involvement plan that will include schedules, staffing plans, scopes, specifics on outreach methods and communication tools, and suggest most suitable route for public involvement given knowledge of the plan and area;
- Prepare, distribute and analyze results of a survey, approved by the Policy Committee, to obtain FPMTTC and community input on existing conditions/planned developments;
- Schedule and conduct Public Review Meetings to explain the JLUS structure and purpose, and to solicit community input for use in preparing the draft JLUS plan. The consultant will prepare the meeting programs and exhibits and publicize the events through local media. The JLUS TC will be responsible for a venue to conduct the open house sessions;
- Prepare information pamphlet to be handed out at public workshops; and
- Create JLUS website with public meeting dates, public workshops, Policy and Technical Meeting dates, posted pamphlet, and any additional pertinent information for public consumption. The consultant shall be responsible for creating a link on all local government participants' websites to the main JLUS Website. The main JLUS website shall remain in effect for one (1) year after the JLUS has been completed. After one (1) year, the website files shall be turned over to the JLUS Policy Committee;
- Prepare news releases updating JLUS progress;
- Conduct one (1) meeting with each of the elected legislative bodies within each jurisdiction. These meetings shall include information on: Goals of the JLUS

project, Overview of the JLUS Process and Study Timeline, Project Scope of Work, Public Comment Forum;

- Conduct a facilities tour with interested elected officials;
- Conduct of one (1) meeting with interested federal and state officials;
- Targeted Outreach to major employers, if necessary; and
- Maintain a set of minutes from each of the public meetings.

Consultant Deliverables:

- Consultant Deliverables:
- Public involvement plan;
- Public survey;
- Conduct public review meetings. The consultant shall determine the number of necessary public meetings;
- Preparation of meeting materials;
- Informational pamphlet;
- Create official JLUS website;
- Prepare JLUS news releases;
- Conduct one (1) meeting with elected officials, and a facilities tour, if requested;
- Conduct one (1) meeting with interested state and federal officials;
- Targeted outreach to major employers, if necessary, and;
- Prepare summaries of each of the meetings and then a final Summary Report.

D. Data Compilation – Establishing Base Conditions

After data collection is complete, the collected data will be compiled into a usable format and database. The compilation will help to establish the study area's base conditions and a starting point for further analysis.

- All GIS data created should be in compliance with the latest SDSFIE standards or ESRI shapefile format projected in Virginia State Plane East with an NAD83 datum;
- Generate draft base map to establish desired scale and map layout for presentation-sized maps and report-sized maps;
- Create GIS layers of base information for road network, political boundaries, definition of study area, and other general reference map data;
- Create database to include all new findings and comparisons in the study area, including current land use, future land use and thoroughfare plan;
- Create digital zoning district maps for study area (generalized or parcel based) and prepare future land use maps for study area, based on existing comprehensive plans;
- Map environmental constraints in study area;
- Map recent development activity (last five years);
- Identify existing local codes, ordinances, and regulations, if any, adopted by participating governments that control or reduce the potential conflicts between land uses and military operations;
- Estimate residential population within study area based on the most current and accurate data available;
- Identify any infrastructure or community facilities and public improvements planned or proposed in the study area (i.e. universities, schools, roads, parks, hospitals, places or assembly, public buildings and complexes, stadiums, water

- and sewerage extensions, etc.);
- Create GIS layers of base information for Clear Zone, APZ I and II and noise contours for Allen C. Perkinson Blackstone Army Airfield ;
- Compile all collected data of study area into one useable database; and
- The Consultant will use available data to map current land use and projected development activity in the Study Area, based on general and comprehensive plans collected from each of the study participants. The mapping will be constructed as appropriate overlays to the base mapping developed by the Consultant.

Consultant Deliverables:

- Generate presentation maps/graphics for public meetings;
- GIS coverages for APZ I, APZ II, and base JLUS data;
- Generate geodatabases to be turned over the participants of the JLUS at end of study;
- Create database that includes all collected information and all new findings/comparisons; and
- Prepare an analysis of past and future potential conflict areas including the military and their contractors.

E. Current and Future Assessment

After data collection and compilation, current and future assessment is the next key component in the study. The goal is to assess growth objectives, operational activities, and impacts, analyze the information and identify key recommendations for the study area participants.

- Analyze current land use, growth objectives and potential conflicts with military mission (land use and base operations) and evaluate against impact of anticipated study area growth on military missions, operations and study area infrastructure;
 - Evaluate standard operating procedures for FPMTC and how they impact the surrounding communities;
 - Evaluate altitude, pattern speed, maneuvers and hours of operations of military aircraft, and any other pertinent private or commercial aircraft;
 - Evaluate military and commercial aircraft traffic at Allen C. Perkinson Blackstone Army Airfield within the military operational airspace;
 - Identify endangered species and wildlife habitats that could conflict with base operations;
 - Classify existing and future land uses located in the study area in terms of compatibility with military operations and determine where military and civilian expansion could occur and where it should not;
 - Evaluate the impact to public roadways, including volume and GWJR (Gross Vehicle Weight Rating) resulting from base growth objectives, and;
 - Make recommendations that limit impacts and promote compatible land use and growth within the study area.
- Analyze future development potential in study area for all JLUS participating jurisdictions, including FPMTC;
 - Evaluate impact of infrastructure expansion on development potential in study area;

- Identify vacant and undeveloped lands in study area and determine which vacant and undeveloped lands cannot be developed due to infrastructure limitations or environmental constraints. Additionally, identify potential compatible land uses for remaining vacant and undeveloped lands;
- Determine future growth potential area based on existing development codes and based on recommended changes to zoning codes;
- Determine population growth estimates, and where it will occur within the study area;
- Identify unique nature area (flood plains, wetlands, open spaces conservation areas) that could contribute to natural buffers near military installations, airfields, and ranges, as well as prohibit development near those areas.
- Evaluate possible mitigation measures for study area;
 - Identify civilian and military concerns;
 - Document and evaluate process for continuing dialogue;
- Develop Land Use Compatibility Recommendations
 - Identify potential conflicts;
 - Develop land use compatibility maps;
 - Identify existing codes, ordinances, and regulations that may reduce potential future conflicts between civilian land use and military operations and activities;
 - Identify potential new measures, both regulatory and non regulatory, to encourage land use compatibility within the study area, including land acquisition programs, and;
 - Develop specific implementation strategies tailored for each local government. These strategies may include, but are not limited to: drafting of the policy statement, ordinances, and land use control to present to local government for possible implementation. In addition, these strategies shall include recommendations for operational changes to missions to mitigate off-installation impacts. These strategies must be reviewed and approved by the Technical Committee and Policy Committee before incorporation into the final study report.

Consultant Deliverables:

- Prepare land use and transportation (air and ground) analysis for study area;
- Identify growth objectives for FPMTC, and surrounding study area participants;
- Identify impacts of community growth objectives on the military;
- Initiate impact and mitigation analysis and opportunities for study area;
- Analyze future development potential in study area;
- Make recommendations for land use compatibility in study area and;
- Prepare recommendations or proposed solutions to conflicts both in the form to be defined by the technical committee and a Standard Operating Procedure (SOP) in a form agreed upon by the FPMTC , and;
- Develop implementation plan for each local government participant in the study area.

*Note: program should provide an evaluation of future out to 2035

F. Economic Impact Analysis

The intent is to seek baseline economic analysis in the study area. Emphasis should be placed on current, future, direct and indirect impacts on the study area such as employment, real estate, infrastructure, installation activity opportunities, etc. The consultant will be responsible for formulating the process for and presenting an economic impact analysis plan to the JLUS Technical and Policy Committees. Having been given their approval of the plan process, the consultant may commence the Economic Impact Analysis.

Basic services the Consultant shall generally be responsible for, but not be limited to the following:

- Feasibility studies and market analysis for future development potential;
- Financial and economic analysis of military installation activities on general development in study area to assess actual and future economic impact;
- Economic analysis of participating communities' development patterns in study area to assess actual and future impact on military installation growth and activity objectives;
- Analyze economic impact and operational impact of military air traffic at Seymour, North Vernon, and Columbus airports; and
- Present findings and reports to Technical and Policy Committees.

G. Draft JLUS Study – Report and Presentation

- Prepare and submit twenty-five (25) hard copies and twenty-five (25) CD ROM copies of the Draft JLUS Report to JLUS Policy Committee.
 - Conduct public forums for comment, and;
 - Compile and analyze public, JLUS Technical and Policy Committee comments and make appropriate changes to draft copy.

H. Final JLUS Study – Report and Presentation

- Prepare and Submit Final JLUS Report - Deliver twenty-five (25) hard copies and twenty-five (25) CD copies to JLUS Policy Committee.

IV. PROPOSAL PREPARATION AND SUBMISSION

REQUIREMENT 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. One (1) original, so marked, six (6) copies, so marked, and one (1) redacted copy if applicable (removing only proprietary information), so marked. Additional copies shall be provided upon request at no charge. No other distribution of the proposal shall be made by the Offeror.
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 B.**
 - 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. An appendix may be used for certain noted items. 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 be attached at the end of the proposal and designated as additional material. **Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.**
 - e. Single Volume. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
 - f. 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.

SPECIFIC REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that the evaluation panel may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, separated by tabs within the proposal, as a complete proposal:

NOTE: All responses to the questions in this request for proposals (RFP) will become an integral part of the contract that is entered into between Department of Veteran Services and the winning Offeror. All responses are binding for the initial period of the contract.

TAB 1. The complete RFP, RFP cover sheet, and addenda, if any, filled out as required and signed (original signature in ink). **Print all pages of the RFP and include in Tab 1 with any issued addendums. Failure to submit the signed RFP and addendums (if issued) may result in your proposal being rejected.**

TAB 2. Provide a letter of introduction, which includes a general informational statement which provides a brief description of the candidate firm or consulting teams, their background, size and typical projects. The contents of this letter must include the official name and address of the contractor submitting the proposal, and the name, address and telephone number of the person(s) who will be authorized to act on behalf of the offeror and bind the offeror to all commitments made in the proposal and negotiations. Briefly identify the benefits to the Commonwealth of using your firms' services instead of another firms' services. Why contracting with your firms' services would be the "best buy" for Virginia.

TAB 3. Provide a written narrative statement to include experience in providing the goods/services described herein. Offerors should include information substantiating their ability to provide adequate levels of service. Such information should include, but not limited to:

- A. Experience in providing the services described herein along with a description of company structure.
- B. Include names, qualifications and experience of personnel to be assigned to the project including project manager. This section should also include one-page resumes for each staff person assigned to the project, summarizing the individual's training and experience relevant to the Statement of Work. Resumes should also be provided for principals and key personnel of subcontractors proposed to provide work on this project.
- C. Qualified personnel should have experience in the following areas:
 - Knowledge and ability to complete tasks under statement of work, knowledge and ability to provide deliverables, experience with similar projects and submission of previous work samples;
 - Record of firm in accomplishing work on other projects with respect to such factors as the quality and adequacy of the work, resource allocation, ability to meet schedules, innovative

approaches and cost control.

TAB 4. Contractors Qualifications:

Contractor shall have at least five (5) years and expertise in working with military communities, working with military installations and advocacy with senior military leaders and local communities, and at least two (2) years working with joint land use studies. The Contractor shall provide the personnel, experience and technical knowledge to the satisfaction of JLUS Technical Committee in meeting all deliverables and consultative services outlined herein. Experience shall be evaluated as follows:

- A. Demonstrated familiarity with defense and the military issues facing the Commonwealth.
- B. Demonstrated familiarity with JLUS.
- C. Provide samples of similar past projects.
- D. Provide a listing of other states/entities with which you have similar contracts or agreements.
- E. Provide three (3) past client references, including names of individuals, phone numbers, e-mail address and other information as appropriate.

TAB 5. Specific plans for providing the proposed services including:

Contractor should address its ability to provide the services noted in SECTION III, STATEMENT OF WORK. Please restate each requirement and discuss whether offeror can provide the service, how it will provide the service or the extent to which it can provide the service. Include a proposed work schedule and a detailed project timeline.

TAB 6. Small Business Subcontracting Plan:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities. **See Appendix B for reporting format.**

V. EVALUATION AND AWARD CRITERIA

- A. All proposals received will be reviewed and evaluated by members of the JLUS Technical and Policy Committees. The Technical Committee will recommend a short list of the most qualified consulting teams or firms to the JLUS Policy Committee to be interviewed. Once the interview process is over, the consultant is chosen and authorized to proceed, that consultant firm or team will be expected to immediately assist in developing a final scope of service and contractual agreement. The JLUS Policy Committee reserves the right to waive any irregularity in any submittal or reject any or all proposals. Any costs incurred by candidate firm(s) or consulting team(s) in preparing submitted proposals are the sole responsibility of the respondent(s).
- B. The Committee will recommend proposals, which most closely meet the requirements of the RFP. The following will be used in making the selection:
1. Responsiveness to Statement of Work -- This criterion includes the ability of the Offeror to meet the terms and requirements of the RFP.
35 points
 2. Quality of References -- This criterion includes demonstrated character, integrity, reputation, judgement, experience and efficiency of the offeror.
20 points
 3. Pricing -- Charges should be broken down as outlined in Section XI, PRICING SCHEDULE. While this area will be weighted heavily, it will not be the primary deciding factor in the selection process.
25 points
 4. Small Business Subcontracting Plan -- Emphasis is on the planned utilization of businesses in the three classes identified.
20 points

Total points possible are 100.

- C. **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this request for proposals.

VII. GENERAL TERMS AND CONDITIONS

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

- 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 (bids/proposals), (bidders/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 ten (10) working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2- 4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - 1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice

to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

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

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

Q. Omitted

R. Omitted

S. Omitted

T. **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 per occurrence.

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

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

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

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

X. **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 goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

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

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

Z. **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, offeror’s 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 proposals.

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

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

VIII. SPECIAL TERMS AND CONDITIONS

1. **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.
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:** 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.
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. See Appendix A.
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 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 90 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 90 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 multiple single purchase orders 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. **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.
8. **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.
9. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ Name _____
 Name of Offeror Due Date Time

_____ RFP No.
 Street or Box Number

_____ RFP Title
 City, State, Zip Code

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract Officer: Kelley Denton

The envelope should be addressed as directed on Page 2 of the solicitation.

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

Proposal responses delivered that require an "Additional Postage Due" payment will not be accepted.

10. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
- A. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. Prime Contractor Subcontractor Reporting:
1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a 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.
11. **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.
12. **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.
13. **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.
14. **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 Veteran Services, 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.

15. **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 Veteran Services, 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.

16. **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.
17. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. 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.
18. **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.

19. **OFFEROR REQUIRED FORMS:**

The offeror has forms that Department of Veteran Services will be asked to sign in the event of any resulting contract award.

Yes No

Note: If the offeror marks “yes” the offeror must include in its proposal any required forms that Department of Veteran Services 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 Department of Veteran Services.

The *Code of Virginia* prohibits the Department of Veteran Services from signing agreements, which contain references to either of the following:

**Holding the Contractor harmless
Indemnifying the Contractor**

Under no circumstances will Department of Veterans Services execute a contract with the Contractor if either of the above clauses is in the agreement. Contractor should review its agreements and delete these references if they are present prior to including them in Contractor’s proposal.

IX. METHOD OF PAYMENT

Invoices should provide a detailed description of the services provided, rates charges and amounts due. The Commonwealth of Virginia will provide payment, subject to Section VIII.Y. Availability of Funds, within 30 days from the date of receipt of the invoice and acceptance of services rendered.

X. PRICING SCHEDULE

Provide an itemized breakdown of projected project cost.

XI. APPENDICES AND DEFINITIONS

Appendix A represents the proposed Contract, which the Commonwealth of Virginia would expect the Contractor to sign.

APPENDIX A

COMMONWEALTH OF VIRGINIA - STANDARD CONTRACT

Department of the Veteran Services
Contract Number 912-19-004

This Contract is entered into this ___ day of ___, 2018 by ___, hereinafter called the "Contractor", and Commonwealth of Virginia, Department of Veteran Services, hereinafter called the "Issuing Agency".

WITNESSETH that the Contractor and the Issuing Agency, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Commonwealth as set forth in the Contract Documents.

PERIOD OF CONTRACT: From November 1, 2018 to October 31, 2020,.

The contract documents shall consist of:

- 1) This signed form;
2) The following portions of the Request for Proposals dated August 31, 2018:
a) The Statement of Needs,
b) The General Terms and Conditions,
c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment ___, Date ___
Attachment ___, Date ___

- 3) The Contractor's Proposal dated ___, and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

Attachment ___, Date ___
Attachment ___, Date ___

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

COMMONWEALTH OF VIRGINIA
Department of Veteran Services

(Signature in Ink)

(Signature in Ink)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

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.

APPENDIX B

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit a Small Business Subcontracting Plan.

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

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. The offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the offeror's total price for the initial contract period. in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

APPENDIX C

DEFINITIONS

For the purpose of this RFP, the following shall serve as definitions:

PERIOD is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

FIRM NAME, ADDRESS AND PHONE NUMBER is the name address and business phone number of the small business, women owned business or minority owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this Contract, as applicable.

CONTACT PERSON is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

TYPE GOODS OR SERVICES is the specific goods or services the Offeror has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this Contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

DOLLAR AMOUNT is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this Contract, as applicable.

% TOTAL COMPANY EXPENDITURES FOR GOODS AND SERVICES is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% OF TOTAL CONTRACT is calculated by dividing the estimated dollars planned for the indicated firm on this Contract by the total Offeror estimated price of this Contract.

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: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

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

MINORITY-OWNED BUSINESS 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.

APPENDIX D

State Corporation Commission Form

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

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

-OR-

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

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

-OR-

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

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

APPENDIX E

Proprietary/Confidential Information Identification

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on__.

Date

Signature: _____

Title: _____

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