

**REQUESTS FOR PROPOSALS
SET ASIDE FOR SMALL BUSINESSES**

Issue Date: January 30, 2019

RFP # 123:19-002

Title: **Conservation: 1845–46 Mexican American War Flag**

Commodity Code: 96272

Issuing Agency:

Department of Military Affairs
VAFA – PRN 159 ATTN: Amanda Ragan
10th & Rives Streets, Bldg. 316, Ft. Pickett
Blackstone, VA 23824-6316

Using Agency And/Or Location
Where Work Will Be Performed:

Department of Military Affairs
VAFA (PRN159)
Building 316, Fort Pickett
Blackstone, VA 23824

Initial Period of Contract: From Award Date to year following. Contractor may request in writing that the Virginia Department of Military Affairs extend the period of contract by no more than three months.

Unsealed Requests for Proposals Will Be Received Until: March 29, 2019 by 2:00 p.m. For Furnishing The Services Described. Proposals shall be date/time stamped upon receipt by the Agency. All Inquiries For Information Should Be Sent To Sarah Campbell, sarah.a.campbell23.nfg@mail.mil – *for conservation information*. Attachment C, Pre bid Question Form, shall be sent to Ms. Amanda Ragan no later than **February 19, 2019 by 2:00 PM.**

Emailed proposals will be accepted for this unsealed request for proposals. All components must be provided as one PDF.

IF PROPOSALS ARE MAILED OR HAND DELIVERED, USE THE ADDRESS FOR THE ISSUING AGENCY SHOWN ABOVE. It is the responsibility of the offeror to ensure that proposals are received by the above prescribed date and time. If mailed, the offeror assumes risk of non- or late delivery. **NOTE:** Bldg. 316 OFFICES ARE CLOSED ON MONDAYS, NO DELIVERIES ACCEPTED.

A scheduled optional preproposal conference is offered, see page 23, section VIII, Number 11.

In Compliance With This Unsealed Request for Proposals (RFP) And To All Conditions Imposed in this RFP, the undersigned firm Hereby Offers and Agrees To Furnish All goods and Services required by the prices indicated in the pricing schedule, ATTACHMENT G, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

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DSDSB-certified Small Business No. _____ SCC # _____

Name and Address of Firm:

_____ Zip Code _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
Telephone No. (_____) _____

FEI/FIN No. _____
eVA Vendor ID or DUNS # _____

FAX No: (_____) _____
E-mail Address _____

Contractor shall be a registered eVA vendor to receive award.

The Department of Military Affairs does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1 or against a proposal or because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Proposal submittals shall be inclusive of all pages of this solicitation and forms shall be completed/signed in ink. Proposal results will not be disclosed over the telephone. Offerors wishing to obtain results should go to eVA VBO, <https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage>.

Addendums: Any changes resulting from the Department of Military Affairs' requirements will be issued in an addendum and will be posted on the eVA website, (<http://www.eVA.virginia.gov>).

It is the sole responsibility of the offeror to check these web pages for all changes to the RFP prior to submission. Failure to do so may cause your proposal to be determined non-responsive. The Agency will not mail or fax these documents.

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I. Purpose:

This project is intended to stabilize, conserve, and frame one of the most historically important textiles in the Department of Military Affairs (DMA)(Agency)Virginia National Guard Museum's collection: an 1845-46 American flag that was carried in the Mexican American War by the First Regiment Virginia Volunteers. (Specific requested treatments are detailed in Section II: Task Details.) This American flag is believed to be one of only approximately ten remaining pieced-and-sewn American flags with this rare star design made during the pre-Mexican War era; it has 27 stars arranged in a Great Circle (made out of stars circles 13, 10, and 4). Characteristics, such as the presence of fringe and construction from expensive materials, suggest this is a military-grade battle flag. The silk was most likely produced in the early 1800s in the USA, either by Mansfield Silk Company before 1839 (using imported raw silk from England) or after 1839 by Mansfield Hollow (using American reeled silk that was equal to the imported variety). The flag was presented to the Richmond Grays by the Ladies of Richmond in December 1846 when they were mustered into federal service for the Mexican American War. The unit carried the flag throughout their federal service and it was not retired until 1850.

The canton is constructed from two lengths of blue silk that have been joined with treadle stitching. The red and white stripes are single-line treadle, sewn by hand, and assembled in the same manner. The stars are made of silk and are double-appliquéd. The fringe around the border of the flag is pale golden-colored. The precise composition of the fringe metals is unknown.

Condition Report:

- Framed under glass. Inspection for condition report was limited to visual analysis.
- Use of adhesive on reverse is likely.
- General Condition: Extremely poor
- Hoist: 90% Loss
- Field: Severe loss at fly end
- Canton: No apparent loss
- Abrasion: Minor
- Deterioration: Significant
- Embrittlement: Extremely likely
- Fading: Severe
- Insect Activity/Damage: No Visual Evidence
- Mold: Possible evidence of prior mold (See Image 5, pg. 41)

The Contractor shall provide all material, labor, supervision, tools, equipment, facilities, training documentation, and incidentals necessary for the assessment, cost estimate, treatment services, and conservation services to conserve and mount the 1845-46 Mexican American War Flag. The Contractor shall be responsible for fully executing this Lump Sum project. The Agency will utilize its Environmental Office (NGVA-FMO-ENV) to provide management for this project.

II. Task Details (Images Are Separate, in Attachment J)

Task 1

Conservation of the 1845-46 Mexican American War flag. Insurance value: \$180,000.00.

Desired Cleaning (offerors may propose alternate methods):

- Photograph the flag in the frame.
- Remove from frame.
- Test for adhesives.
- Vacuum front and back through fiberglass screen.
 - Store and return at least one used filter cloth for analysis.
- Test fringe and all fibers for dye solubility.

Desired Stabilization (offerors may propose alternate methods):

- Relax folded areas.
- Repair areas of separation.
- Stabilize fraying.
- Mount on unbleached muslin secured to inert mount (please specify proposed mount material) using stitches, not pins.
 - Couch stitch fringe.
 - Visually resolve areas of loss with underlayment in sympathetic color palette.

Task 2

Framing the flag once conservation treatment is complete. The contractor is responsible for framing, but may subcontract framing services. Price of framing must be included in pricing schedule (Attachment G).

Desired Framing (offerors may propose alternate options):

- Under UV-filtering glazing.
- Without a matte.
- With at least 1” space between edge of fringe and interior frame edge on each side of flag.
- In powder-coated metal frame, edge widths between 1” – 6”.

Task 3

Packaging and transportation will be provided by DMA. The offeror will NOT be responsible for packaging and transporting the flag. The flag shall be transported in its framed state to the offeror’s destination for conservation and returned to the Museum after conservation and framing are complete.

III. Statement of Work:

The Contractor shall provide all material, labor, supervision, tools, equipment, facilities, training documentation, and incidentals necessary for the assessment, cost estimate, treatment services, and conservation services to complete the 1845-46 Mexican American War flag conservation.

1. The Contractor shall coordinate project details only with the NGVA-FMO-ENV Point of Contact (POC), unless the POC specifically approves other personnel for coordination and communication. The POC will perform project management, inspection, oversight, review, and approval of activities. Approval of project milestones by the POC is necessary before distribution of the progress payments. The POC for this project is:
Ms. Sarah Campbell, Curator, Address: VaARNG, Bldg 1340 Curation, Fort Pickett, Blackstone, VA 23284, Email: sarah.a.campbell23.nfg@mail.mil, Phone: 434-298-5321
2. The Contractor shall identify and perform its work in accordance to applicable federal, state, and local laws, regulations, and facility specific orders or agreements. Also the Contractor shall fulfill the performance objectives of this project in a manner that is consistent with:
 - a. Department of Defense (DoD) (COR Handbook March 2012), Department of the Army (DA)
 - b. OSHA policies (<https://www.osha.gov/as/opa/worker/employer-responsibility.html>)
 - c. AR 870-20, Historical Activities, Army Museums, Historical Artifacts, and Art, 11 January 1999
 - d. NGR 870-20, Historical Activities, Army National Guard Museums, Museum Activities and Historical Property, 1 February 2002
 - e. Minimally intrusive treatments of textiles in accordance with the American Institute for Conservation's Code of Ethics and Guideline for Practice. (<http://www.conservation-us.org/about-us-core-documents#.Vw-WIXoX-Yw>)

The Contractor shall ensure that all activities performed by its personnel, subcontractors, and suppliers are executed in accordance with said laws, regulations, orders, agreements, and policies. Also, that all *personnel, subcontractors, and suppliers are licensed, bonded, and insured*. The Contractor shall investigate the requirements for and obtain all permits, licenses, approvals, and/or certificates necessary to accomplish the work specified.

3. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work, with a particular understanding of the serious nature of military and construction related activities. The Contractor shall follow all applicable Agency, military, facility safety and health protocols and also meet all OSHA requirements. The Contractor shall ensure that its subcontractors, suppliers, and support personnel follow all aforementioned safety and health protocols and requirements. The Agency

reserves the right to stop work under this contract for any safety and health violations at no additional cost to the Agency.

4. The Agency will provide: historical information concerning the flag, digital photographs of the flag, and copies of any DoD and DA policy as requested by the Contractor.
5. At the conclusion of the work, the Contractor shall demonstrate to the POC that the work is fully completed, in compliance with POC specifications and all other requirements, and that all documentation is completed and has been delivered. Any deficiencies shall be promptly and permanently corrected by the Contractor and at the Contractor's sole expense prior to POC's final acceptance of the work and final payment.
6. The Contractor shall provide a warranty for the entire work against defective materials and workmanship, excluding vandalism, for one year from the date of acceptance of the work. The Contractor hereby agrees to furnish without cost to the Commonwealth of Virginia, all labor, materials, and workmanship that are found defective during the Warranty period.
7. The Contractor shall provide the following deliverables and milestones based upon the date of receipt of the flag at the conservation workshop. Contractor may meet milestones in advance of deadlines and proceed to next deliverable with POC's approval. Contractor may request extensions to these deliverables by submitting a request in writing to Ms. Sarah Campbell at least three business days prior to any approaching deadlines. Total extensions of the work period cannot exceed more than three months.

| Deliverables | Timeline (Days are defined as calendar days, not business days.) NLT = No Later Than |
|--|---|
| Notice to Proceed (NTP) | Day 1 |
| Kick Off Meeting This meeting may be conducted via conference call or video conferencing. | NLT Day 15 |
| Delivery of flag to bidder's work location. | NLT Day 45 |
| Tentative work plan within 15 business days of receipt of flag at bidder's location. | NLT Day 60 |
| Condition Assessment, photographs of flag prior to treatment, and draft Treatment Plan. | Day 75 |
| Treatment Plan (Final working document) | NLT Day 95 |
| Final Treatment Plan NLT 10 business days after receipt of | |

| | |
|---|-------------------------|
| comments on condition assessment report and proposed draft Treatment Plan. Any and all changes to the treatment plan must be approved by POC prior to implementation. | |
| Treatment Implementation | Between Days 99 and 213 |
| Draft Conservation Report and Framing | NLT Day 255 |
| Final Conservation Report of completed processes and findings | NLT 275 |
| Framing | NLT DAY 365 |
| Completion of work and return flag to Museum. | NLT DAY 385 |

8. Period of Performance

The period of performance is not to exceed 385 days from award date. Contractor may request extensions to deadlines by submitting a formal request in writing to Ms. Sarah Campbell at least four business days prior to requested extension. Total project extensions will not exceed three months.

The contractor shall maintain Property and Professional Liability insurance coverage for all the tasks awarded, until completion of the project, to cover replacement cost of the flag and frame to the Commonwealth of Virginia. Total appraised value for all tasks is \$180,000.

Availability of Funds: It is understood and agreed between the parties herein that the agency shall be bound here under only to the extent of the funds available or which hereafter become available for the purpose of this agreement. VDMA-VaARNG may choose to make a separate order of individual tasks, grouping of tasks, or all tasks under this award to meet Agency priorities and funding availability.

IV. PROPOSAL EVALUATION:

A. EVALUATION AND AWARD CRITERIA: DMA intends to select a Contractor that is the most qualified in textile conservation (preferably Military). Contractors shall present their qualifications and experience in their proposal. Proposals will be evaluated by DMA using the following criteria:

| CRITERIA | POINT <u>VALUE</u> |
|---|-----------------------|
| 1. Textile Conservation Qualifications (personnel, team structure) | 25 |
| 2. Textile Conservation Experience (firm experience) and References | 20 |
| 3. Ability to meet needs (location, availability, project management, innovation) | 25 |
| 4. Price Schedule | 10 |
| 5. Micro or SWAM Vendor | <u>20</u> |

TOTAL EVALUATION POINTS: 100

V. PROPOSAL INSTRUCTIONS:

A. General Instructions

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP.
 - a. Paper submission: One (1) original and four (4) copies of each proposal must be submitted to the Department of Military Affairs.
 - b. Emailed submission: one PDF of complete proposal sent to Amanda Ragan, Contracting Officer; amanda.c.ragan.nfg@mail.mil.
 - c. FAX submission: One (1) original copy and cover sheet stating offer name, phone number, email address, total number of pages including cover sheet and to the attention of Amanda Ragan, Contracting Officer; to FAX number (434) 298-5318.
 - d. No other distribution of the proposal shall be made by the offeror.

2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency 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 purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. 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.
 - e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why

protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in 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 DMA. 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. DMA will schedule the time and location of these presentations Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that DMA may properly evaluate your capabilities to provide the required service. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. (ATTACHMENTS B, D, G, H, I and C IF NEEDED)
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. The respondent shall provide narrative statements and documentation of experience and qualifications, as per Attachment B, to include:
 - i Minimum of three (3) client references (Organization Name, Suggested Contact Name, Phone Number, and Email Address) for which you have performed similar work. Include a brief description of the services provided to each reference.
 - ii Portfolio of similar work (or link to online portfolio).
 - iii Written description of treatment site that includes notes on security, climate control, and lighting.
 - iv Biography (Curriculum Vitæ) demonstrating five-years of textile conservation experience for similarly scoped projects.
 - v Copy of all certification(s) with professional conservation organization(s).
- C. Availability of Contractor for consultation with Contract Administrator (telephone, etc.).
- D. Attach a sample billing statement indicating how charges will be handled.

The following RFP submission must be received in the VAFA Office no later than the closing date and time stated below:

March 29, 2019, 2:00 PM EST
Department of Military Affairs
VAFA (PRN159)
Building 316, Fort Pickett
Blackstone, VA 23824
ATTN: Amanda Ragan
RFP#123:19-002

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Blackstone, VA 23824
ATTN: Amanda Ragan
RFP#123:19-002

VI. REPORTING AND DELIVERY REQUIREMENTS:

The Contractor shall invoice the Agency at the following schedule:

- a. First Invoice within 120 days of notice to proceed (25%)
- b. Final Invoice within 30 days after submission of final conservation report (75%)
- c. Method of Payment: the original invoice will be submitted via instructions for electronic submission or mailing address for paper invoice as per Attachment F
- d. Each invoice shall be audited by NGVA-FMO-ENV staff to ensure that sufficient progress has been made to support payment.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their proposal, 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 these requirements.
 - 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 proposal, offerors certify that their proposal 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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

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

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

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

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

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
2. To Subcontractors:
- a. 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) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before

request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **INSURANCE:** By signing and submitting a bid or 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 §§ 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 during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence 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 shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
5. **Profession/Service**

| | |
|------------|---|
| Accounting | <u>Limits</u> |
| | \$1,000,000 per occurrence, \$3,000,000 aggregate |

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

- T. **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.
- U. **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

- U. **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.

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

- W. **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 bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will possibly result in the bid/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.

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.

- X. **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.
- Y. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- AA. **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. **AWARD:** An Award will be made to the lowest responsive and responsible offeror. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be

considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

3. **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.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

5. **BID PRICES:** Proposals shall be in the form of a firm unit price for the contract period.
6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

7. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for completed project ready for the Commonwealth's use, and shall include all applicable charges; extra charges will not be allowed.
8. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is completed and in compliance with contract

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Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

7. **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for completed project ready for the Commonwealth's use, and shall include all applicable charges; extra charges will not be allowed.
8. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owner's representative that the work is completed and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.
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 of Bidder/Offeror

Due Date

Time

Street or Box Number

IFB No./RFP No.

City, State, Zip Code

IFB/RFP Title

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

10. **INSURANCE, MONEY AND SECURITIES:** Contractor shall maintain a Broad Form Money and Securities Insurance Policy obtained from an insurance company licensed to conduct crime insurance business in the home state of the contractor and which has earned an A.M. Best Company, Inc. rating of A or better, as reflected in their most current publication, covering all money and property entrusted to the contractor by the Commonwealth of Virginia, with limits of

coverage of not less than \$180,000 for Loss Inside the Premises Coverage and not less than \$180,000 for Loss Outside the Premises Coverage, the Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement with respect to this contract. Certificate of such protection must be presented to the purchasing agency prior to the start of the service showing name of insurance company, limits and type of coverage, term of coverage, additional insured provision and name and address of licensed insurance agent. The contractor agrees to maintain such policy until the completion of the contract and all money and property of the Commonwealth is remitted to the Commonwealth.

11. **PREPROPOSAL CONFERENCE - OPTIONAL:** An optional pre-proposal conference will be held by appointment on February 15, 2019 between 10:00 am – 12:00 noon and 1:00 pm and 4:00 pm at building 1340 Fort Pickett, Blackstone, Virginia. Building 1340 is on E 18th St, between E Parade and Kemper Ave. Bidders should schedule their appointments prior to February 4, 2019 by contacting Ms. Sarah Campbell, Curator, at sarah.a.campbell23.nfg@mail.mil. Bidders may also request an alternate meeting time by contacting Ms. Sarah Campbell at least four business days prior to their requested meeting time. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

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. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
14. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that

receipt of invoice or 30 days after services are rendered (whichever is later) to process your invoice for payment, see Paragraph J in the Section VIII. General Terms and Conditions.

The following shall be deemed to be date of payment: The date of postmark in all cases where payment is made by mail, or the date of the offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

SUPPLEMENTARY GENERAL CONDITIONS
(revised June 2013)

IMPORTANT NOTICE: All Proposals submitted hereunder and the resultant contracts are subject to the following Supplementary Federal Clauses to the extent that the same are not in conflict with the laws of the Commonwealth of Virginia. The Supplementary Federal Clauses are incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their text available. These Supplementary Federal Clauses are included because of the financial participation of the Federal Government in the resultant contract.

52.203-0003

GRATUITIES (APR 1984)
(Reference 3.202)

52.203-0005

COVENANT AGAINST CONTINGENT FEES (APR 1984)
(Reference 3.404 (c))

52.203-0006

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
(Reference 3.503-2)

52.203-0007

ANTI-KICKBACK PROCEDURES (OCT 2010)
(Reference 3.502-3)

52.213-0001

FAST PAYMENT PROCEDURE (MAY 2006)
(Reference 13.404)

52.222-0004

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (JUL 2005)
(Reference 22.305)

52.232-0008

DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
(Reference 32.111(b) (1))

52.233-0003

PROTEST AFTER AWARD (AUG 1996)
(Reference 33.106 (b))

52.237-0002

PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 31.110 (b))

52.243-0001

CHANGES--FIXED-PRICE (AUG 1987)

(Reference 43.205(a) (1))

52.246-0004

INSPECTION OF SERVICES--FIXED PRICE (AUG 1996)

(Reference 46.304)

52.247-0034

F.O.B. DESTINATION (NOV 1991)

(Reference 47.303-6(c))

52.0249-0004

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

(49.502(c))

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your Proposal nonresponsive. This information will be used as part of the evaluation process.

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

2. Vendor's Primary Contact:

Name: _____ Phone: _____

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

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. For reference purposes, indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact. This information will be used as part of the evaluation process.

A. Company: _____ Contact: _____

Phone:(_____) _____ Fax:(_____) _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone:(_____) _____ Fax:(_____) _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone:(_____) _____ Fax:(_____) _____

Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

PREPROPOSAL QUESTION FORM
(Use separate form for each question submitted.)

Date: _____

Project: _____

PC# _____

The following question concerns section number _____:

The following question concerns Specifications Section (number) _____,

page _____, paragraph _____,

All responses to valid questions will be made by addendum, as deemed necessary by the Contracting Officer.

Question submitted by: _____

Name

Organization

E-mail Form To: Amanda Ragan, Contracting Officer; amanda.c.ragan.nfg@mail.mil OR Fax to: (434) 298-5318.

Offers must submit questions so that they reach the Contracting Officer no later than February 19 at 2:00 PM.

ATTACHMENT D

State Corporation Commission Form

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

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

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

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

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

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

eMS Language for Federal and State VAARNG Contracts

The Agency has implemented an Environmental Management System (eMS), in accordance with Executive Order 13423 and Code of Virginia 10.1-1187.1, to guide its operations in an environmentally sound manner. The Agency is and will continue to be a leader in protecting the environment. The Agency has implemented and is maintaining an eMS to ensure continuity of environmental protection while maintaining and enhancing mission readiness. The Contractor shall perform work under this contract consistent with the relevant policy and objectives identified in the eMS. Contractors shall refer to the Virginia National Guard website at <http://vko.va.ngb.army.mil/VirginiaGuard/> under environmental programs to read and understand the eMS policy. In addition, the Contractor shall ensure that its employees and subcontractors are aware of the roles and responsibilities identified by the eMS and how these requirements affect the work performed under this contract. If the services supplied have the potential to cause negative environmental impacts, the Contractor is responsible to develop and implement steps to prevent the potential event. In the event an environmental nonconformance or noncompliance associated with the contracted service is identified, the Contractor is responsible to take corrective action immediately. Contractors are liable for any enforcement actions, fines, and/or penalties resulting from their failure to comply with applicable environmental requirements.

All invoices are required to provide the following details:

1. Vendor Name
2. Vendor Address
3. Vendor Phone Number
4. Point of Contact (i.e., salesperson name)
5. Invoice Date
6. Invoice Number
7. Contract #, if applicable (i.e., eVA #)
8. Order Date
9. Individual who ordered service, if applicable
10. Job # (i.e., work order #)
11. Complete Address of Job Location
12. Date of Service
13. Payment Terms (i.e., net 30)
14. Each service and/or supply must be itemized to include quantity, detailed description, unit price, etc (i.e., 4 shrubs at \$20 each for a line total of \$80.00, planting of shrubs \$50.00, etc)
15. Total Amount Owed

PRICING SCHEDULE

| <u>Description</u> | <u>Unit Price</u> |
|---|-------------------|
| <u>Task 1:</u> | |
| Conservation of One 1845-46 Mexican American War Flag | \$ _____ |
| <u>Task 2:</u> | |
| Framing the flag | \$ _____ |
| TOTAL PRICE | \$ _____ |

NOTE: This form **MUST** be filled out with exact prices and with no changes, deletions, or additions. Use "0.00" for the unit price(s) for any line item(s) on which you do not wish to bid.

COMMONWEALTH OF VIRGINIA
CERTIFICATE OF INSURANCE *

| Name and Address of Insured | | | THIS IS TO CERTIFY THAT THE INSURANCE POLICIES COVERING THE BUSINESS OPERATIONS MENTIONED BELOW ARE IN FORCE WITH THIS COMPANY AND THE COMMONWEALTH OF VIRGINIA IS NAMED AS ADDITIONAL INSURED. | | |
|---|---------------|------------------------|---|-----------------|-----------|
| TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | LIMITS OF LIABILITY IN THOUSANDS (000) | | |
| | | | | EACH OCCURRENCE | AGGREGATE |
| <input type="checkbox"/> Comprehensive Form <input type="checkbox"/> Premises Operations <input type="checkbox"/> Explosions and Collapse Hazard <input type="checkbox"/> Underground Hazard <input type="checkbox"/> Products Completed Operations Hazard <input type="checkbox"/> Contractual Insurance <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury | | | Bodily Injury | \$ | \$ |
| | | | Property Damage | \$ | \$ |
| | | | Bodily Injury And Property Damage Combined | \$ | \$ |
| | | | Personal Injury | | \$ |
| <input type="checkbox"/> Comprehensive <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned | | | Bodily Injury (Each Person) | \$ | \$ |
| | | | Bodily Injury (Each Accident) | | \$ |
| | | | Property Damage | \$ | |
| | | | Bodily Injury And Property Damage Combined | \$ | |
| <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other Than Umbrella Form | | | Bodily Injury And Property Damage Combined | \$ | \$ |
| Worker's Compensation and Employer's Liability | | | | | |

| | | | | |
|---|--|--------------------------------|--|--------------------|
| | | | | \$ (Each Accident) |
| Other | | | | |
| Description of Operations / Locations / Vehicles | | | | |
| The Commonwealth shall be named an additional insured on all policies except Worker's Compensation. The above policies shall not terminate or otherwise expire prior to thirty (30) days after written notice to that effect is given by certified mail to the certificate holder listed below. | | | | |
| Name and Address of Certificate Holder at Whose Request This Certificate Is Issued: | | Insurance Carrier | | |
| | | By _____ | | |
| | | - Authorized Agent in Virginia | | |
| | | Date _____ | | |

* The Required Information May Be Submitted On Your Insurance Company's Own Certificate.

INSURANCE

1. THE CONTRACTOR SHALL PROVIDE THE PURCHASING OFFICE A COMMONWEALTH OF VIRGINIA CERTIFICATE OF INSURANCE PRIOR TO THE START OF ANY JOB, AND AGREES TO MAINTAIN SUCH INSURANCE UNTIL THE COMPLETION OF THE PROJECT. THE MINIMUM LIMITS OF LIABILITY SHALL BE:

WORKERS COMPENSATION – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on contractor's policy. *(A business needs to secure Worker's Compensation Insurance when the contractor has three or more employees. If a sole proprietor performs work, the person does not need Worker's Compensation Insurance).*

EMPLOYERS LIABILITY - \$100,000. *(If an employer has employees who are paid a wage or salary, the employer must have Employer's Liability Insurance. Employers' Liability Insurance is not required for persons in business together, (e.g. husband and wife, siblings or parents and children), as these persons would be considered owners not employees. Should one of the partners become injured it would be the responsibility of their health care carrier to cover this. But if a son works for a father and collects a wage or salary rather than being in business with the father as a partner, Employer's Liability Insurance is needed.)*

COMMERCIAL GENERAL LIABILITY - \$500,000 combined single limit; is to include:
 PREMISES/OPERATIONS LIABILITY
 PRODUCTS AND COMPLETED OPERATIONS COVERAGE
 INDEPENDENT CONTRACTORS LIABILITY OR OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY
 PROFESSIONAL LIABILITY / ERRORS AND OMISSIONS COVERAGES – required when soliciting services as follows:

| <u>Profession/Service</u> | <u>Limits</u> | | | |
|--|---------------|-----------------|-------------|--|
| Accounting | \$1,000,000 | per occurrence, | \$3,000,000 | |
| | aggregate | | | |
| Architecture | \$2,000,000 | per occurrence, | \$6,000,000 | |
| | aggregate | | | |
| Asbestos Design, Inspection or Abatement Contractors | \$1,000,000 | per occurrence, | \$3,000,000 | |
| | aggregate | | | |
| Health Care Practitioner (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.) | \$1,500,000 | per occurrence, | \$3,000,000 | |
| | aggregate | | | |
| Insurance/Risk Management | \$1,000,000 | per occurrence, | \$3,000,000 | |
| | aggregate | | | |
| Landscape/Architecture | \$500,000 | per occurrence, | \$1,000,000 | |
| | aggregate | | | |
| Legal | \$1,000,000 | per occurrence, | \$5,000,000 | |
| | aggregate | | | |
| Professional Engineer | \$2,000,000 | per occurrence, | \$6,000,000 | |
| | aggregate | | | |
| Surveying | \$100,000 | per occurrence, | \$ 300,000 | |
| | aggregate | | | |

The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

AUTOMOBILE LIABILITY - \$500,000 COMBINED SINGLE LIMIT (Whether sole proprietor, family or business, the contractor is required to have Automobile Liability coverage when driving onto state owned or state leased property.)

THE COMMONWEALTH RESERVES THE RIGHT TO REQUIRE HIGHER LIMITS ON ANY CONTRACT PROVIDED NOTICE OF SUCH REQUIREMENTS IS STATED IN THE SOLICITATION. THE COMMONWEALTH IS TO BE NAMED AS AN ADDITIONAL INSURED. A THIRTY-DAY NOTICE OF CANCELLATION OR NONRENEWAL IN WRITING SHALL BE FURNISHED BY CERTIFIED MAIL TO THE PRUCHASING OFFICE AT THE ADDRESS INDICATED ON THE SOLICITATION.

3. THE CONTRACTOR AGREES TO BE REPSONSIBLE FOR, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMMONWEALTH, ITS OFFICERS, AGENTS AND EMPLOYEES FROM THE PAYMENT OF ALL SUMS OF MONEY BY REASON OF ANY CLAIM AGAINST THEM ARISING OUT OF ANY AND ALL OCCURRENCES RESULTING IN BODILY OR MENTAL INJURY OR PROPERTY DAMAGE THAT MAY HAPPEN TO OCCUR IN CONNECTION WITH AND DURING THE PERFORMANCE OF THE CONTRACT, INCLUDING BUT NOT LIMITED TO CLAIMS UNDER THE WORKER'S COMPENSATION ACT. THE CONTRACTOR AGREES THAT IT WILL, AT ALL TIMES, AFTER THE COMPLETION OF THE WORK, BE RESPONSIBLE FOR, INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMMONWEALTH, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL LIABILITIES RESULTING FROM BODILY OR MENTAL INJURY OR PROPERTY DAMAGE DIRECTLY OR INDIRECTLY ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THE CONTRACT.

REQUEST FOR TAXPAY IDENTIFICATION NUMBER(S) AND CERTIFICATION

Substitute Form W-9. Please return this form to the Department of Military Affairs within 7 days. Each person or organization doing business with the Commonwealth of Virginia must provide the following information.

ORGANIZATION ENTITY:

| | | | |
|--|---|---|---|
| <p>Check Only One:</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> State Employee</p> <p><input type="checkbox"/> Sole Proprietor Partnership</p> <p><input type="checkbox"/> Trust or Estate</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> Medical /Healthcare Services Corporation, Commercial</p> <p><input type="checkbox"/> Corporation in Law Practice</p> <p><input type="checkbox"/> Governmental Unit</p> <p><input type="checkbox"/> Political Subdivision</p> <p><input type="checkbox"/> Other, _____</p> | <p>Social Security No.</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>Employer ID No.</p> <p>_____</p> <p>_____</p> <p>_____</p> | <p>and _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> |
|--|---|---|---|

ENTER THE FOLLOWING:

Individual, Employee, or Proprietor Name:

_____ (Must match the social security number)

Business

Name _____ (Must match the Employer Identification Number, if applicable)

Check Remittance / Mailing Address

Business Address

_____ Phone # (____) _____

Please Answer the Following Questions:

Is your organization (association, club, religious, charitable, education or other group) tax exempt under IRS Code Section 501 (a)?
 Yes _____ No _____

Are you a Real Estate Agent? Yes _____ No _____

Certification: Under penalties of perjury, I certify that:

(1) The number(s) shown on this form is my correct taxpayer identification number(s) (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. (You must cross out item (2) above if you have been notified by IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.)

Signature _____ Date _____

Images

Image 1:



Image 2:



Image 3:



Image 4:



Image 5:



Image 6:

