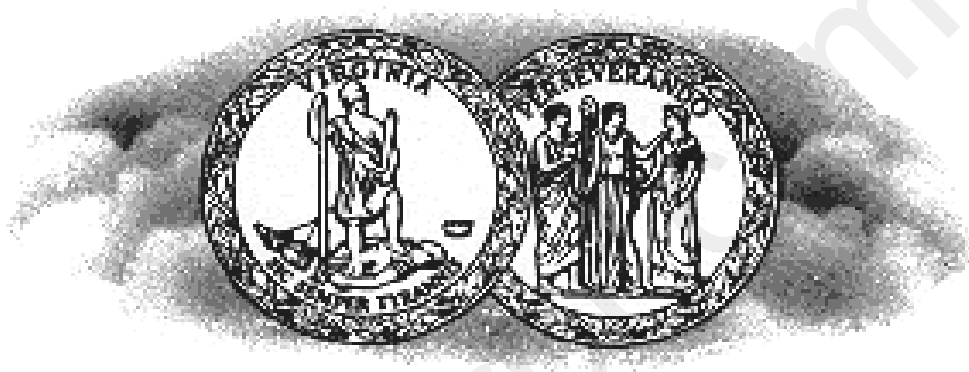


COMMONWEALTH OF VIRGINIA

STATE CORPORATION COMMISSION

Request For Proposals #SCC-14-008-IRD

Virginia Energy Sense Consumer Education and Outreach Program



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

Issue Date: June 16, 2014

Sealed Proposals Shall be Received Until 2:00 PM on August 1, 2014

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.

REQUEST FOR PROPOSALS

Issue Date: June 16, 2014 RFP #SCC-14-008-IRD

Title: *Virginia Energy Sense* Consumer Education and Outreach Program

Commodity Code: 91500 – Communications and Media Related Services

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

Location: Tyler Building at 1300 E. Main Street

Period of Contract: January 1, 2015 through June 30, 2016 with two (2) one (1) year renewal options

Sealed Proposals Will Be Received Until 2:00 p.m., August 1, 2014 For Furnishing the Services Described Herein.

All Inquiries for Information Should Be in Writing and Directed To:
Mary Lou Bulger, Procurement Manager, MaryLou.Bulger@scc.virginia.gov

MAIL OR HAND DELIVER SEALED PROPOSALS TO:

Attn: Mary Lou Bulger, Procurement Manager
State Corporation Commission
Office of Commission Comptroller
Procurement Section
1300 E. Main Street, 7th Floor
Richmond, VA 23219

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

Name And Address Of Firm:	
	Date: _____
	By: _____
	(signature in ink)
Zip code: _____	Name: _____
eVA Vendor ID or DUNS# _____	(please print)
Telephone Number: () _____	Title: _____
FAX No.: () _____	Email: _____

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I. PURPOSE

The purpose of this Request For Proposals (“RFP”) is to solicit sealed proposals to establish a term contract through competitive negotiations with a qualified source to work in conjunction with the State Corporation Commission (referred to in this document as “Commission” or “SCC”) in providing marketing, public relations, and advertising services for the Commonwealth’s *Virginia Energy Sense* consumer education and outreach program.

II. PROPOSAL INQUIRIES/POINT OF CONTACT

All inquiries concerning this RFP should be submitted by email citing the RFP title, RFP number, page, section, and paragraph to the following point of contact:

Mary Lou Bulger, Procurement Manager
MaryLou.Bulger@scc.virginia.gov
804-371-2123

To ensure timely and adequate consideration of all proposals, potential Offerors must limit all contact, whether verbal or written, pertaining to this RFP, to the designated point of contact for the duration of the RFP process. Failure to do so will compound the complexity of this procurement program and may jeopardize further consideration of an Offeror’s proposal.

The SCC assumes no liability for assuring accurate/complete email transmission/receipt.

Inquiries should be received no later than five (5) business days, **July 25, 2014**, prior to the proposal due date. Questions received later than this date will not be considered properly submitted and may not be answered. The SCC intends to issue a written response via email to properly submitted questions. The SCC may consolidate and/or paraphrase questions for sufficiency and clarity. The SCC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate.

III. TENTATIVE SCHEDULE OF EVENTS

	ACTIVITY	DATE
1.	Issue Request For Proposals	6/16/14
2.	Pre-proposal Conference	7/1/14
3.	Last Day to Receive Written Questions	7/25/14
4.	Proposals Due <i>Until 2:00 PM</i>	8/1/14
5.	Oral Presentations	est. 9/15/14
6.	Contract Award	est. 12/1/14
7.	Contract Start Date	1/1/15

IV. PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held on **July 1, 2014 at 1:00pm**, at the State Corporation Commission, 1300 East Main Street, Richmond, Virginia. The conference will be held in Courtroom B (Second Floor).

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. Offerors planning to attend the on-site conference should bring a copy of the solicitation with them.

The conference is expected to be no more than two (2) hours in length. Each Offeror will be limited to three individuals participating in the pre-proposal conference.

Offerors are encouraged to submit written questions in advance of the pre-proposal conference to allow the SCC time to review and provide a response at the conference. Questions should be submitted no later than two (2) business days prior to the conference date. When possible, oral responses will be provided to questions received at the pre-proposal conference. Written responses will be provided for inquiries. The written response to any question will be the final. Any changes resulting from the pre-proposal conference will be issued in a written addendum to the solicitation.

V. GLOSSARY OF TERMS

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

Contractor – The term “Contractor” refers to the person/firm awarded a contract to provide the services required in this solicitation.

Earned media – As used in this RFP, the term “earned media” refers to free news coverage secured through the actions of pitching media outlets to cover a story.

Grassroots outreach – As used in this RFP, the term “grassroots outreach” refers to building consumer awareness and engagement through direct person-to-person communication.

Offeror – The term “Offeror” refers to a person/firm who makes an offer by submitting a proposal in response to this solicitation.

Shall/Must - As used in this RFP, the terms “shall” and “must” indicate non-negotiable requirements.

Should/May – As used in this RFP, the terms “should” and “may” indicate highly desirable requirements that are subject to negotiation.

Social media - As used in this RFP, the term “social media” refers to websites and applications that enable users to create and share content or to participate in social networking.

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

VI. OFFEROR QUALIFICATIONS

The offering firm shall have a minimum of three (3) years providing services similar to those described herein.

VII. BACKGROUND

The State Corporation Commission is vested with regulatory authority over many business and economic interests in Virginia. These interests are as varied as the SCC's powers, which are delineated by the state constitution and state law. Its authority ranges from setting rates charged by large investor-owned utilities to serving as the central filing agency for corporations in Virginia.

The SCC's structure is unique in that it is organized as a separate department of government with delegated administrative, legislative, and judicial powers. SCC regulatory decisions can only be appealed to the Virginia Supreme Court.

During the 2008 session of the General Assembly, the legislature adopted Senate Bill 596 (Chapter 883 of the 2008 Acts of the General Assembly) that included a provision directing the SCC to develop and implement an electric energy consumer education and outreach program for retail customers for the purpose of providing information regarding energy conservation, energy efficiency, demand-side management, demand response, and renewable energy. The program, titled *Virginia Energy Sense*, was established in late 2009 to raise the public's existing general awareness of energy conservation and efficiency to encourage widespread consumer action to achieve energy savings results. Specifically, the goals of the program are:

- a. Enable consumers to make informed decisions
- b. Increase awareness of options for conserving electricity
- c. Enable consumers to reduce electricity consumption
- d. Foster compliance with consumer protection requirements

Virginia Energy Sense calls on Virginians to “Value Your Power” and encourages electric energy efficiency and conservation in Virginia households, business, and institutions. The overall energy policy goal of the Commonwealth (§ 67-102) is to reduce electricity consumption by Virginians by ten percent of the amount of electric energy consumed by retail customers in 2006 and achieve this goal by the year 2022. Under the direction of the SCC, *Virginia Energy Sense* provides a one-stop information source to help guide Virginia consumers through specific steps they can take to increase energy efficiency and reduce energy costs.

The current term contract for the provision of marketing, public relations and advertising services for the *Virginia Energy Sense* program will expire on December 31, 2014. Through this solicitation, SCC is seeking a Contractor to work with the SCC's Information Resources Division to continue planning, executing, evaluating, adjusting, and enhancing the existing *Virginia Energy Sense* program. The allocated budget for the *Virginia Energy Sense* program is \$1 Million (M) per year for each year of the potential three and half year contract period for a total of \$3.5M. The initial eighteen (18) month contract period is allocated \$1.5M with each optional one (1) year renewal period allocated \$1M. The budget cannot be exceeded but unspent funds may be rolled over to the subsequent year.

VIII. STATEMENT OF NEEDS

The Contractor shall provide marketing, public relations, and advertising services for the continuation of the existing *Virginia Energy Sense* consumer education and outreach program. Contractor shall perform services in accordance with the detailed project work plan and schedule developed and agreed upon by the SCC for the continued execution of the *Virginia Energy Sense* campaign (see page 10, Section XI. Proposal Preparation and Submission Instructions, Section A, Proposal Content Requirements, #1(a)). Contractor shall update the detailed project work plan and schedule throughout the contract period at the direction of the SCC to make adjustments as necessary to adapt to consumer attitudes and behavior. The existing program consists of the following components which the proposed project plan must include: messaging; market research/measurement of success; digital communications; informational materials; advertising/public service announcements; partnerships; community outreach; and media/public relations as described below.

A. Messaging

Contractor shall develop and structure messaging with SCC staff to position the existing *Virginia Energy Sense* campaign as the trustworthy source of knowledge about energy conservation and efficiency, putting consumers in control to make decisions that are right for them. “Value Your Power” is the recognized tag line for the campaign. As the campaign moves forward, Contractor should propose opportunities for additional message development and refinement.

B. Market Research/Measuring Success

Contractor must evaluate the program and make recommendations for SCC’s consideration. Contractor must implement adjustments as requested by the SCC. To assure attainment of awareness and education objectives, *Virginia Energy Sense* must include a comprehensive measurement component to periodically monitor the success of the program. Contractor should conduct any applicable market research surveys. Surveys should include measures on consumers’ awareness of their current electricity usage, understanding of the information on electricity bills, knowledge of steps that can be taken to reduce energy consumption, interest in learning more about energy efficiency, and awareness of the *Virginia Energy Sense* website.

C. Digital Communications

1. Contractor shall maintain and update an existing comprehensive, stand-alone *Virginia Energy Sense* website (www.virginiaenergysense.org), with SCC input and approval, on an outside server owned or leased by the Contractor. The website shall comply with the Commonwealth’s IT accessibility standards, website standards, and website guidelines found at <http://www.vita.virginia.gov/library/default.aspx?id=663>. The SCC already owns the registered domain name for the *Virginia Energy Sense* site. The SCC’s web team shall be extended access rights to the outside server to review, test and approve website features. At the conclusion of the contract, the website shall transfer to an SCC server or other location as determined by the SCC.

2. Contractor must provide ongoing system maintenance and support (including version upgrades, problem analysis and resolution, fixes, patches, etc.) and obtain any licenses required for the website.

3. Contractor must provide consultation and advice on website messaging, design, enhancements, features, etc. Contractor must add new website features and information as requested by the SCC.

4. Contractor must complement the *Virginia Energy Sense* website by engaging consumers through regular additions to social media channels maintained and supported by the campaign such as Twitter, Facebook, YouTube, Tumblr Blog, Pinterest, or other social media tools.

D. Informational Materials

Contractor must develop a variety of information materials as needed to disseminate at community events and share with campaign partners. These materials should provide consumers with easy-to-understand information on ways they can reduce energy consumption. Content and messaging in the materials should reflect information learned in the campaign market research. Material must be revised and updated periodically to meet the needs of various population segments. The new printed materials may include consumer guides, brochures, tip sheets, bill inserts and other educational materials, or other materials as proposed and agreed upon by the SCC. The Contractor shall maintain inventories of printed materials.

E. Advertising/Public Service Announcements

Contractor must develop a media plan for SCC approval with advertising recommendations on messaging, audiences, markets, timing, reach and frequency of advertisements and public service announcements. The media plan should combine the use of broad reach media and locally focused media outlets to enhance awareness among target audiences. The advertising campaign should use a combination of traditional media and digital media. Public service announcements on local radio, TV, and cable outlets should be considered to complement paid advertising and news coverage. The SCC must approve the media plan and recommendations prior to the Contractor proceeding with and completing any production and advertising purchases.

F. Partnerships

1. Contractor must foster and expand the number of partnerships with multiple entities that have important, ongoing roles in Virginia's energy education process. These include non-profit organizations, private sector companies, utilities, electric cooperatives, and regional energy efficiency organizations. State agencies play an important role in the success of *Virginia Energy Sense*. Campaign partners include the Department of Mines, Minerals and Energy, the Department of Environmental Quality, the Virginia Cooperative Extension Service and university programs. The campaign should maintain partnerships with national organizations such as the Environmental Protection Agency's (EPA) ENERGY STAR program; the U.S. Department of Energy's Better Buildings Residential Network; and the U.S. Green Building Council.

2. Contractor must assist the SCC in communicating program activities and accomplishments with a *Virginia Energy Sense* consumer education stakeholder group. This group includes individual consumers as well as representatives from electric utilities, energy efficiency organizations, local and state government, consumer groups, and community-based organizations.

G. Community Outreach

Contractor must ensure grassroots outreach by connecting directly with the public through community events, fairs and workshops. Because of the rich diversity of Virginia, a regional approach to outreach activities should be considered. Using existing exhibits and information booths, the campaign should participate and deliver information at public events. Depending on the type of event and target audience, this campaign component should be flexible to allow for modifications to its approach or revise its messages.

H. Media/Public Relations

Contractor must coordinate and implement public relations activities supporting *Virginia Energy Sense* that complement the advertising and community outreach components of the campaign. Contractor should seek out opportunities for the program to obtain positive news media coverage through news releases, media information kits, interviews, release of consumer awareness surveys, and other methods. The earned media campaign should reach consumers through major media outlets, local and specialized publications, and online media. The Contractor shall distribute news releases and collateral as determined in the plan and on an as needed basis with prior approval by the SCC.

IX. REPORTING REQUIREMENTS

The SCC Director of the Information Resources Division has executive responsibility for direction and management of the resulting contract. The Education Resources Manager, who reports directly to the Director of Information Resources Division, is responsible for:

- Overseeing the resulting contract as it relates to policy or procedural questions;
- Determining needed changes in emphasis or end product;
- Assessing the progress and problems related to the contract;
- Identifying any compliance issues with the terms of the contract and reporting them to the Procurement Office.

The Contractor shall provide the following reporting in an acceptable schedule and format to the SCC:

1. The Contractor shall report to the Education Resources Manager on program activities and results through weekly telephone conference calls on a mutually agreed day of the week.
2. The Contractor must provide in-person presentations before SCC leadership and interested stakeholder groups as requested.

3. The Contractor shall deliver a monthly written status report to the Education Resources Manager on a mutually agreed day of the month. The report shall describe all accomplishments, milestones achieved and problems or other issues regarding the project. This report shall include a monthly budget expenditure update.

4. The Contractor shall deliver every six months a written in-depth summary of each program element, including a summary of efforts, accomplishments, results, data points, and analytics.

5. The Contractor shall deliver, in consultation with the SCC, an annual written communications plan and budget proposal. The annual plan shall include, though need not be limited to, future communications goals and strategies, required research, media recommendations, media schedules and budget estimates.

X. DELIVERABLES

The following deliverables are anticipated by the SCC:

1. Project Plan & Schedule – Year 1 (with proposal and adjusted thereafter)
2. Website Maintenance and Update – Years 1 through 3
3. Informational Materials (Printed) – Years 1 through 3
4. Creative Advertising Media Plan – Years 1 through 3
5. Media Purchases – Years 1 through 3

XI. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

In order to be considered for selection, Offeror must submit a complete response to this RFP. Proposal shall be submitted as stated below. Proposals should be as thorough and detailed as possible so the Evaluation Committee may properly evaluate Offeror's capabilities to provide the requested services. Proposals which are substantially incomplete or lack key information may be rejected by the SCC. 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.

A. Proposal Content Requirements

1. Specific Plans/Approach/Methodology
 - a. Offeror must develop a detailed project work plan and schedule for the continued execution of the *Virginia Energy Sense* campaign for the proposed contract period, including potential renewals, (January 1, 2015- June 30, 2018) and submit with the proposal response. The project work plan should accomplish the goals of the program as described in *Section VII. Background*. Components of the project work plan and requested services are described in *Section VIII. Statement of Needs*. The work plan or accompanying narrative must describe how Offeror proposes to provide and meet each requested service in the Statement of Needs.
 - b. Offeror must acknowledge compliance with all reporting requirements as outlined in *Section IX. Reporting Requirements* and *Section X. Deliverables*.

- c. Offeror must describe the advantages Offeror has over its competition, including any and all services Offeror currently provides or plans to utilize in the near future, that are unique within the industry and could be advantageous to the Virginia Energy Sense campaign.

2. Appendices

Offeror shall respond by providing the additional requested information:

- Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- Appendix B - Offeror Data Sheet
- Appendix C – W-9/Request For Taxpayer ID and Certification
- Appendix D – State Corporation Commission Form

3. Terms and Conditions

Offeror should indicate acceptance of all General and Special Terms and Conditions (*reference Section XIV. General Terms and Conditions and Section XV. Special Terms and Conditions*). Any exceptions or additional terms and conditions must be submitted with proposal for SCC's consideration.

4. Price

Offeror shall submit a Pricing Schedule (*reference Section XVI. Pricing Schedule*).

- B. Additional Proposal Requirements/Proposal Format/Proposal Identification

1. Additional Proposal Requirements

- a. The proposal shall be signed by a person(s) legally authorized to bind the Offeror to a contract. The proposal must contain the legal name of the Offeror and a statement as to whether the Offeror is a sole proprietor, a partnership, a corporation, a limited liability company, or any other legal entity. A proposal submitted by an agent must have a current Power of Attorney attached certifying the agent's authority to bind the Offeror. The Offeror must include a statement that it is authorized to do business in the Commonwealth of Virginia. Failure to comply with any of these requirements will result in a deficient proposal.
- b. All data, materials, and documentation submitted pursuant to the RFP shall be subject to public inspection, except as provided in this subsection. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke the protections of § 2.2-4342 F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as underlining or highlighting and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of

an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

2. Proposal Format

- Provide proposal in separate three-ring binders as described in *Section XI. Proposal Preparation and Submission Instructions, C. "Submission Instructions"*.
- All pages of the proposal should be numbered.
- Each paragraph in the proposal should reference the paragraph number of the corresponding section, sub-letter, and repeat the text of the requirement as it appears in the RFP.
- All proposal sections should be separated by tabs to indicate specific proposal sections. Specific sections should be as follows:

Proposal Organization

Tab 1 – RFP Cover page (completed and signed) and Addenda (if any) (completed and signed)

Tab 2 – Table of Contents

Tab 3 – Proprietary Data (*See Section XI. Proposal Preparation and Submission Instructions B. Additional Proposal Requirements/Proposal Format/Proposal Identification #1(b)*)

Tab 4 – Glossary of Terms and Abbreviations Used in the Proposal

Tab 5 – Executive Summary

Tab 6 – Responses as outlined and required in *Section XI. Proposal Preparation and Submission Instructions A. Proposal Content Requirements, 1. Specific Plans/Approach Methodology*

Tab 7 – Responses to *Section XI. Proposal Preparation and Submission Instructions A. Proposal Content Requirements, 2. Appendices*

Tab 8 – Response to *Section XI. Proposal Preparation and Submission Instructions A. Proposal Content Requirements, 3. Terms and Conditions*

Tab 9 – Additional Materials: Information which the Offeror desires to present that does not fall within any of the requirements of the RFP.

Tab 10– Price: Response to *Section XI. Proposal Preparation and Submission Instructions A. Proposal Content Requirements, 4. Price*

C. Submission Instructions

Offeror must submit the proposals as required:

- a. One (1) complete **original (with signature)** proposal contained in a single binder and one (1) **CD** of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the binder and the CD: *Offeror* name,

“Original Proposal”, RFP #SCC-14-008-IRD. Five (5) copies of the Original proposal contained in five (5) separate binders and one (1) CD of the same in a Microsoft compatible and searchable file format included in each binder. Clearly indicate the following on each of the binders: Offeror name, “Original Proposal Copies”, RFP #SCC-14-008-IRD.

- b. One (1) complete **redacted copy (removing any proprietary data or material)** of original proposal contained in a single binder and one (1) CD of the same in a Microsoft compatible and searchable file format. Clearly indicate the following on the binder and the CD: Offeror name, “Redacted Copy of Original Proposal”, RFP #SCC-14-008-IRD.
- c. Proposal package should be identified as follows:

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	<u>#SCC-14-008-IRD</u>	
Street or Box Number	RFP Number	

City, State, Zip Code		
RFP Title: <i>Virginia Energy Sense Consumer Education and Outreach Program</i>		
Attention: Mary Lou Bulger, Procurement Manager, Office of the Commission Comptroller		

- d. The package should be addressed as directed on *page 2* of the solicitation and identified as directed above. If a proposal is mailed, the 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 (*see page 2*). No other correspondence or other proposals should be placed in the envelope.

No other distribution of the proposal shall be made by the Offeror.

XII. ORAL PRESENTATION

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the SCC. 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 SCC will schedule the time and location of these presentations. Oral presentations are an option of the SCC and may or may not be conducted.

XIII. EVALUATION AND AWARD CRITERIA

A. Evaluation Criteria

Proposals shall be evaluated by the SCC using the following criteria and associated weights:

- Overall suitability of the proposal and plans/methodology/approach to providing the requested services
- Demonstrated experience, qualifications, ability and expertise of Offeror in providing the requested services
- Small, Women-Owned, and Minority-Owned Business Participation
- Price

Points assigned to each criterion will be posted prior to 2:00 p.m. August 1, 2014 on the following websites: www.eva.virginia.gov and www.scc.virginia.gov.

B. Award of Contract

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation criteria stated herein for negotiation. 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 Commission 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 Commission 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 only with and awarded to that Offeror.

XIV. GENERAL TERMS AND CONDITIONS

A. **CONTRACTUAL CLAIMS:** The procedure for filing contractual claims is set forth in Section 2.2-4363 of the *Code of Virginia*.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state 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 Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any

recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commission, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their proposal, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on

contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

H. **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(5) business days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

I. **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 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; the date of submission where payment is made electronically; 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 are 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 Commission 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 the Commission of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, Section 2.2-4363*).

2. To Subcontractors:

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

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

(2) To notify the Commission 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 Commission, 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 Commission.

J. **PRECEDENCE OF TERMS:** 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.

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

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

M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commission.

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

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Commission may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Commission 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 Commission'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 Commission with all vouchers and records of expenses incurred and savings realized. The Commission 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 Commission within thirty (30) days from the date of receipt of the written order from the Commission. 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 provided 2.2-4363 of the *Code of Virginia*. 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 Commission or with the performance of the contract generally.

O. **DEFAULT:** In case of failure to deliver services in accordance with the contract terms and conditions, the Commission, 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 Commission may have.

P. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by *insurance companies* authorized to sell insurance in Virginia by the 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 Commission of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia *must* be named as an additional insured and so endorsed on the policy.

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

R. **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.

S. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If

the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Commission shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

U. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

V. **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 the Commission 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. The Commission may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

XV. SPECIAL TERMS AND CONDITIONS

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Commission will be used in product literature or advertising. The Contractor shall not state in any of its advertising or product literature that the Commission has purchased or uses any of its products or services, and the Contractor shall not include the Commission in any client list in advertising and promotional materials.

B. **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 Commission, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **CANCELLATION OF CONTRACT:** The Commission 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.

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

E. **CONTINUITY OF SERVICES:**

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

F. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered an independent contractor and neither the Contractor, nor personnel employed by the contractor,

are in any sense to be considered employees or agents of the Commission, or of the Commonwealth of Virginia.

G. **LIABILITY INSURANCE AND INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commission, commissioners and employees (“Commission”) from and against any and all third party claims, or direct damages suffered by the Commission, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against the Commission to the extent such Claims in any way relate to, arise out of or result from: (i) any act or omission of any Contractor employee or subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Deliverables or the service(s), or (iv) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Deliverables or service(s). Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement must be satisfactory to the Commission.

H. **OWNERSHIP OF MATERIAL:** All materials generated under this contract shall be considered work made for hire. The Commission shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, databases and documentation developed or generated under this contract including without limitation unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose and the right to permit or prohibit any other person including the contractor from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights the Contractor agrees to assign and does hereby assign such rights to the Commission.

I. **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.

J. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commission for two (2) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases/decreases may be negotiated only at the time of renewal. Written notice of the Commission’s intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commission elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the “other services” category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest eighteen months for which statistics are available.

2. If during any subsequent renewal periods, the Commission elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the “other services” category, Table 3, Column 5 of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

K. CERTIFIED SMALL, WOMEN-OWNED AND MINORITY-OWNED

BUSINESSES SUBCONTRACTING AND REPORTING: The Commission welcomes and encourages proposals from certified small businesses, including but not limited to women-owned and minority-owned businesses, either as prime contractors or subcontractors to prime contractors. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to certified small, women-owned and minority-owned businesses. Names of some firms are available on the Commonwealth of Virginia electronic procurement website: <http://eva.virginia.gov>. When such business has been subcontracted to these firms, Contractor agrees to provide the information required in Appendix A to this solicitation.

L. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Commission. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Commission 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.

M. THIRD PARTY ACQUISITION: The Contractor shall notify the Commission in advance and in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract’s terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to completion of the acquisition, the Contractor shall obtain, for the Commission’s benefit and deliver thereto, the assignee’s agreement to fully honor the terms of the contract.

N. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an 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. 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 Commission 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 Commission Form provided) is streamlined and not definitive, and the Commission’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.

XVI. PRICING SCHEDULE

Offeror should propose a total cost that is lower than the stated budget. Offeror shall provide a pricing schedule that is comprehensive, simple, and easy to understand for the SCC's evaluation purposes that represents its solution to all requested services stated in the RFP for the entire contract term (initial period plus all potential renewal periods). Offeror shall provide a list of all titles of personnel and associated hourly rates that may be used in fulfillment of services set forth in Section VIII. and Section IX. of this solicitation.

Offeror should provide a total cost broken down by the cost associated with each project component, including any applicable management fee. Project component costs should be broken down to include labor rates with associated position titles and estimated hours and all not-to-exceed incidental and material costs. Incidental and material costs should be identified as one-time, recurring, etc. All incidentals and materials are to be billed to the SCC at Contractor's cost as a pass-through on invoice. Travel expenses will not be reimbursed. Mark-up is not allowed. No other charges are allowed.

Final cost may be less than contract maximum if the total invoices for actual work performed so indicate.

XVII. METHOD OF PAYMENT

Contractor shall submit a monthly report and itemized invoice detailing services provided to the Commission with any applicable receipts for reimbursable costs. Payment will be made to the Contractor based upon receipt of a properly prepared invoice and documentation and acceptance and approval by the Commission of services rendered by the Contractor. Invoice format must provide sufficient breakdown of costs to satisfy the requirements of the Commission in verifying and allocating the costs of the contract. All invoices submitted by the Contractor shall show the Commission contract number and/or the purchase order number provided to the contractor, and be addressed to the billing address indicated on the purchase order. It is further agreed that the Commission or auditors for the Commission shall be provided access to each record as necessary to verify the amounts and accuracy of all billings. Final cost may be less than the contract-not-to-exceed amount if the total invoices for actual work performed so indicate.

XVIII. APPENDICES

- A. Appendix A – Small, Women-Owned, and Minority-Owned Businesses
- B. Appendix B – Offeror Data Sheet
- C. Appendix C – W-9 Request for Taxpayer Identification Number and Certification
- D. Appendix D – State Corporation Commission Form
- E. Appendix E – Directions to the Tyler Building

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

I. SMALL BUSINESS CERTIFICATION

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

II. SMALL BUSINESS DESIGNATION

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

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

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

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

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

- a. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
- b. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but

not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, a U. S. territory of the Pacific, India, Pakistan, Bangladesh or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

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

III. SUBCONTRACTING SMALL BUSINESS OPPORTUNITIES

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

YES

NO

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

IV. SUBCONTRACTING WITH SMALL BUSINESSES.

1. Prime contractors that do not meet the small business designation stated in Section II are encouraged to offer subcontracting opportunities to businesses certified as small businesses, including but not limited to women-owned and minority-owned businesses. To assist in locating such small businesses, the following searchable databases and/or member listings are provided:

- eVA(Virginia's Web-based Purchasing System)
<http://www.eva.virginia.gov>
- Virginia Minority Suppliers Development Council (VMSDC)
<http://www.vmsdc.org>
- Metropolitan Business League (MBL)
<http://www.thembl.com>
- Pro-Net (Small Business Administration)
<http://pro-net.sba.gov/>
- Diversity Business for multicultural-owned businesses
<http://www.diversitybusiness.com/>

- Other Small Business Organizations (such as Virginia Chapter of National Federation of Independent Businesses www.nfib.com/object/stateDirVA.html or the Virginia Chamber of Commerce www.vachamber.com)
2. Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, *must* report the planned utilization of small businesses in performance of this contract. The following minimum information *must* be provided with Offeror's proposal to the SCC Procurement Office for purposes of awarding points under this solicitation:

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

Prime contractors that propose to use certified small businesses, including but not limited to women-owned and minority-owned businesses, as subcontractors, will be awarded points for certified small business utilization.

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

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

APPENDIX B – OFFEROR DATA SHEET

The Offeror should have the experience, qualifications, ability, and expertise in all respects in order to fully satisfy all contractual requirements. Offeror must provide information as requested below.

1. Years in business: Indicate the length of time you have been in business providing this type of service: _____ years _____ months.
2. Corporate Identity: Provide the identity of any parent corporation, include address, phone and fax numbers, FEIN or tax ID No., Company web site and contact email. Also provide the identity of any subsidiaries, as applicable.
3. Locations: Describe the geographical locations of your firm at the national, regional, and local levels, as applicable, and identify all locations that will be used to support this contract and the operations handled from these locations.
4. Corporate History: In the event significant company changes have occurred within the past three years (e.g., merger, acquisition, etc.), or may be planned to occur, explain the change(s) and how it has, or has not, or may impact the company's financial viability.
5. Background and Experience: Offeror must provide a comprehensive written narrative that demonstrates the experience, qualifications, ability and expertise of Offeror to provide the requirements set out in Section VIII, Statement of Needs.
6. Organization and Structure: Provide an overview of the organizational operating structure and describe the operational and functional relationships of the business units of your organization, as it relates to your proposal and SCC's stated needs and requirements
7. Project Management and Staff: Offeror must identify all staff, including management personnel responsible for the relationship between the Offeror and the SCC, and those staff members who will provide the services requested in this solicitation in the event of a contract award (if any), to include:
 - Complete names, telephone numbers, and email addresses;
 - Description of relevant experience of each and their qualifications;
 - Resumes for each of the proposed staff to include education level, management and any additional relevant experience;
 - The function(s) or portion of service each proposed staff member will perform, identifying key staff involved in Offeror's decision making process and if staff member's time is designated as primarily technical, supervisory, oversight, etc.
8. Strategic Relationships: State any subcontractors and outsourced services to be used in performance of any contract resulting from this solicitation.
9. Quality Program: Describe all quality programs your company has adopted which directly impact your proposed solution.

10. Annual Reports: During the evaluation process, the SCC will request selected Offeror(s) to furnish the financial documents as stated below. Selected Offeror(s) must comply with the request within the given timeframe. **Offeror must acknowledge acceptance in proposal response.**
- Provide your most recent three (3) fiscal years of independently audited financial statements with Balance Sheet, Income Statement and Cash Flow Statement with audit opinion letter and footnotes.
 - If the Offeror's most recent fiscal year has ended, but the financial statements are unaudited, the Offeror *must* provide the most recent fiscal year's unaudited financial statements, along with the previous two (2) years of audited financial statements.
 - If audited financial statements are not available for the most recent three (3) fiscal years, provide financial statements with a balance sheet, income statement and cash flow statement. The SCC reserves the right to access publicly available financial information on any Offeror to consider in evaluation of Offeror's proposal.
11. Total Revenue: Indicate your company's total annual revenue for the last complete 12 months, the most recent total annual revenue, and the portion of those revenues associated with the requirements of this solicitation.
12. Immigration Reform and Control Act of 1986 (Reference General Terms and Conditions, E): The offeror certifies that it will comply with the Immigration Reform and Control Act of 1986 during the duration of any resulting contract by checking the following box.
-
13. References: The Offeror should demonstrate a proven record of successfully providing services similar to those defined in Section VIII to customers of similar scope and complexity.
- The Offeror shall provide three references each with contact name, title, entity, email address, phone number, years of providing service, and service descriptions (specific services provided), which the SCC may use in reference checking. The references must be from past and/or current commercial or government accounts, excluding the SCC if applicable. If your firm has provided the requested services to the SCC in the past, the SCC shall not be listed as a reference.*
- The SCC will make such reasonable investigations as deemed proper and necessary to determine the ability of an Offeror to perform the contract and these may include, but may not be limited to, reference checks and interviews. Offeror should verify the reference information (contact person, telephone numbers and email address) is current and up-to-date prior to submitting them.
14. Performance: Indicate whether any commercial, government or state contracts have not been extended or have been cancelled for performance issues in the last three (3) years.
15. Utility Firms: Offeror shall disclose information regarding past or current work performed for any Virginia utility company and/or electric cooperative.

APPENDIX C - W-9/REQUEST FOR TAXPAYER ID & CERTIFICATION

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor	<input type="checkbox"/> Corporation
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other ▶
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number

OR
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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

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

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

APPENDIX E – DIRECTIONS TO THE TYLER BUILDING

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

