

# Hampton Roads Transportation Accountability Commission

*Request for Proposals  
for  
Trustee Services*



HRTAC RFP 2018-02

**Proposals due: November 14, 2017 at 5 P.M. EDT**

# Request for Proposals 2018-02

## To Provide

### Trustee Services for Hampton Roads Transportation Accountability Commission

### Hampton Roads Transportation Fund Revenue Bonds

---

**Schedule of**

**Events:**

The schedule of events for this trustee services procurement is as follows:

RFP Questions Due .....November 7, 2017  
**RFP Deadline ..... November 14, 2017**  
Finance Committee Consider Recommendation..... December 5, 2017  
Commission Approval ..... December 14, 2017  
Bond Sale Date..... First Quarter 2018

**Background:**

On April 3, 2013, House Bill 2313 (HB 2313) was adopted by the Virginia General Assembly. Based on criteria set forth in HB 2313, several new taxes dedicated to transportation were imposed in Planning District 23 (described herein), thereby providing permanent, annual sources of revenue dedicated to transportation projects to reduce congestion in the region. These new revenue sources became effective on July 1, 2013, with the new taxes being imposed in the localities comprising Planning District 23: the counties of Isle of Wight, James City, Southampton, and York and the cities of Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, and Williamsburg.

The legislation established the Hampton Roads Transportation Fund (HRTF) which is funded with the new taxes imposed in Planning District 23 including special sales and use tax revenues at a rate of 0.7 percent and wholesale motor vehicle fuels sales tax revenues at a rate of 2.1 percent.

In 2014, Hampton Roads Transportation Accountability Commission (HRTAC or “the Commission”) was created under HB 1253 and SB 513 as a political subdivision of the Commonwealth of Virginia. HRTAC administrates the HRTF. HRTAC is empowered to procure, finance, build and operate highway, bridge and tunnel projects in Hampton Roads. It is authorized to use HRTF monies and tolls for construction projects on new or existing highways, bridges and tunnels and to issue bonds using revenues to support bond debt.

HRTAC intends to issue debt pledged by the HRTF revenues under a senior lien and a subordinate lien (“HRTF Revenue Bonds”). HRTAC’s Bond Counsel (Kaufman & Canoles, P.C.) has prepared a draft of Master Indenture of Trust (“Indenture”) for the HRTF Revenue Bonds - provided in Appendix A. Please note that the Indenture is subject to change.

HRTAC intends to issue its inaugural HRTF Revenue Bonds in the first quarter 2018. The first issue will be senior lien HRTF Revenue Bonds (“Series 2018 Bonds”). The purpose of this Request for Proposals is to solicit from qualified firms (the “Offerors”) to serve as Trustee (the “Trustee”) for the Series 2018 Bonds. In addition, the Trustee



would serve as Trustee on any future senior or subordinate lien HRTF Revenue Bonds issued pursuant to the Indenture.

**Qualifications:** The Trustee, and each successor thereto, shall be:

- 1) A bank or trust company organized and doing business under the laws of the United States of America or any of its states with trust powers, in good standing and having a reported capital, surplus and undivided profits of not less than \$100,000,000, or
- 2) A subsidiary trust company under the provisions of Section 6.1-32.7(a) of the Trust Subsidiary Act, or any successor provision of law, and whose capital, surplus and undivided profits, together with that of its parent bank or bank holding company, as the case may be, is not less than \$100,000,000.

**Scope of Services:** The Trustee responsibilities shall include all of the services normally required by a Trustee, registrar, and paying agent for a publicly offered, book-entry only fixed rate bond issue. Responsibilities may include, but are not limited to:

- 1) Performing complete Trustee functions for the HRTF Revenue Bonds;
- 2) Acting as Registrar and Paying Agent, as appropriate, for the HRTF Revenue Bonds;
- 3) Establishing and administering the following funds for all series of the HRTF Revenue Bonds pursuant to the Indenture:
  - a. Cost of Issuance Fund;
  - b. Project Fund and/or Escrow Fund, as appropriate;
  - c. Senior Debt Service Fund;
  - d. Subordinate Debt Service Fund;
  - e. Senior Debt Service Reserve Fund;
  - f. Subordinate Debt Service Reserve Fund, and
  - g. Rebate Fund.
- 4) Pursuant to the Indenture, on each Reserve Determination Date, determining if the balance on deposit in each Senior Debt Service Reserve Fund is at least equal to its Senior Debt Service Reserve Fund Requirement and if the balance on deposit in each Subordinate Debt Service Reserve Fund is at least equal to its Subordinate Debt Service Reserve Fund Requirement;
- 5) Providing monthly reporting of the amount then on deposit in all funds and accounts;
- 6) Upon closing, receiving a portion of the proceeds from the sale of the HRTF Revenue Bonds;
- 7) Acting as disbursement agent for requisitions of the HRTF Revenue Bonds' project costs to meet construction;

- 8) Ability to provide Notices of Redemption to holders through DTC and the market via EMMA, and
- 9) Optional service: serve as a disclosure dissemination agent with the ability to send reminders of, and distribute to EMMA submissions by HRTAC with respect to, certain continuing disclosure required in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**Specific Response Requirements:**

If your firm wishes to serve as Trustee on the HRTF Revenue Bonds, please respond to the following questions and request for information.

- 1) Provide the following basic information requirements:
  - a. Name of the firm presenting the proposal
  - b. Contact information for the principal employee who would be responsible for HRTAC's account
  - c. Statement that individual signing the proposal has the authority to commit your firm to the terms proposed
  - d. Statement that your firm meets the requirements set forth under "Qualifications" herein and agrees to the Terms and Conditions.
  - e. Completed form set forth in Appendix B (all forms are required except form 3, which is required only if addenda to the RFP are issued.)
- 2) Please provide the total amount of your reported capital, surplus and undivided profits as of the most recently available reporting period.
- 3) Describe your firm's ongoing commitment to providing Trustee services. Has your company had any adverse changes in the Trustee operations with regard to size, number of employees, active accounts, or other measure that HRTAC would consider "downsizing"?
- 4) Describe in detail your firm's organizational structure as it relates to staffing HRTAC's account.
- 5) Please provide the contact information of your proposed Trustee's Counsel. Note that Kaufman & Canoles, P.C. is the Bond Counsel to HRTAC.
- 6) Please indicate your willingness to serve as a Disclosure Dissemination Agent.
- 7) For each member of your firm's staff who is expected to play a significant role in the services described in this RFP, provide the following information:
  - a. Name
  - b. Title
  - c. Assignment under this RFP
  - d. Brief resume
- 8) Describe your firm's experience in serving as Trustee for special tax revenue bond issues. Provide a list of special tax revenue bond issues for which your firm currently serves as Trustee.

- 9) Please describe the firm's experience in working with the Virginia SNAP.
- 10) Provide the following fee information for the HRTF Revenue Bonds.
- a. Initial Acceptance Fee (if any) \$\_\_\_\_\_ one time charge
  - b. Upfront Out of Pocket Fees \$\_\_\_\_\_
 

(Please indicate a not to exceed amount and indicate what costs are included in this amount.)
  - c. Legal Fees \$\_\_\_\_\_
  - d. Annual Administration Fee \$\_\_\_\_\_ per year (please indicate if it includes the disclosure dissemination service)
  - e. Offerors should list charges for Escrow Agent Services and indicate the fixed unit prices applicable thereto.
- |                      |    |       |     |       |
|----------------------|----|-------|-----|-------|
| Cost Category        |    |       |     |       |
| Payment of Principal | \$ | _____ | per | _____ |
| Payment of Interest  | \$ | _____ | per | _____ |
| Wire Transfers       | \$ | _____ | per | _____ |
| Other                | \$ | _____ | per | _____ |
- f. Please include any and all other list charges for Trustee Services and indicate the prices applicable thereto.
  - g. What period of time do you commit to these fees?
- 11) Describe the procedures you have in place to settle securities trades and fees you charge per trade.
- 12) Outline the procedures you have in place for making debt service payments to DTC. Please provide an example debt service payment confirmation letter and/or invoice.

**Service Term:** The term of the services is the term of outstanding HRTF Revenue Bonds.

**Proposal Submission**

**Deadline:** All proposals must be received by HRTAC no later than November 14, 2017 by 5 P.M. EDT.

**RFP Response:** In order to be considered for selection, submit one original, complete signed email response to HRTAC's Executive Director at the email address below:

Kevin Page, Executive Director, HRTAC [kpage@hrtac.org](mailto:kpage@hrtac.org)

With copy to HRTAC's Municipal Advisor - PFM Financial Advisors LLC at the email addresses below:

David Miller, Managing Director [millerd@pfm.com](mailto:millerd@pfm.com)

Liang Shan, Senior Managing Consultant [shanl@pfm.com](mailto:shanl@pfm.com)

**Proposal Evaluation & Award**

**Evaluation &**

**Award Criteria:** Award shall be made to the firm whose proposal is determined to be the best and represent the best value to HRTAC. Selection criteria will be based upon the proposer's responses to the above Specific Response Requirements including fees. HRTAC shall select two or more offerors who are deemed fully qualified and best suited and shall



negotiate with the selected offerors. If HRTAC determines in its sole discretion that only one offeror is fully qualified, or that one offeror is more highly qualified than the others, a contract may be negotiated and awarded to that offeror. HRTAC may cancel this RFP or reject all proposals at any time.

**Direct**

**Questions to:** For questions or additional information, please contact Liang Shan at [shanl@pfm.com](mailto:shanl@pfm.com)

**TERMS and CONDITIONS**

The Commission reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Commission, shall be reason for the Offeror's proposal to be considered non-responsive.

HRTAC is not responsible for any internal or external delivery delays which may cause any Proposal to arrive beyond the stated deadline. To be considered, Proposals must arrive at the time and place specified herein prior to the Due Date. Late Proposals will not be accepted. A Proposal submitted by any means other than through the email addresses above will NOT be accepted.

Trade secrets or proprietary information submitted (in a separate package) by an offeror in response to this Request for Proposal shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; **however, the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*). ***Please reference Form 9 when replying to this section.*** Ownership of all data, materials and documentation originated and prepared for the Commission pursuant to the RFP shall belong exclusively to the Commission and be subject to public inspection in accordance with the Virginia Freedom of Information Act

The Commission shall not be responsible for any expense incurred by the offeror in preparing and submitting a proposal, for answering any subsequent inquiries, interviews for evaluation or contract negotiations. All submissions shall be final on the date proposals are due and may not be withdrawn.

The Commission will only provide information (or access to same) which is readily available and does not propose to prepare any further special reports. The Commission reserves the right to charge its normal fees for materials copied.

The right is reserved, as the interests of the Commission may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the Procurement Officer. Such revisions and amendments, if any, will be announced by an addendum to this solicitation on the website.

Late Proposals: To be considered for selection, proposals must be received via the email addresses above no later than Proposal Submission Deadline. Proposals received after the date and time designated will be disqualified and will not be considered. The Commission is not responsible for delays in the delivery of electronic mail. It is the sole responsibility of the offeror to insure that its proposal reaches the Commission by the designated date and time. Receipt of the proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next business day.

Irregular Proposals: Proposals shall be considered irregular and may be rejected for any of the following reasons unless otherwise prohibited by law:

If there are unauthorized additions or conditional conditions, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

If the offeror adds any provisions reserving the right to accept or reject any award, or to enter into a contract pursuant to an award.

If the offeror fails to meet the proposal specifications or is unresponsive to proposal specifications, questions, and/or terms.

If the offeror fails to include an authorized representative's signature on company letterhead.

**Withdrawal or Revision of Proposals:** An offeror may, without prejudice, **withdraw a proposal** submitted **prior to the date and time specified for receipt of proposals** by requesting such withdrawal in writing via electronic mail to the same email addresses listed above for submission, provided that the requests is received by HRTAC before the Proposal Submission Deadline. Telephonic communications for withdrawal shall not be accepted.

Any offeror may modify their proposal by electronic mail communication at any time at the addresses listed above, provided such communication is received by the Commission prior to the Proposal Submission Deadline. The communication should not reveal the proposal price, but should provide the addition or subtraction or other modification. If written confirmation from HRTAC is not received within two days after the Proposer sends the email, no consideration will be given to the modification.

The REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES and SPECIAL GENERAL TERMS AND CONDITIONS GOODS AND NON-PROFESSIONAL SERVICES set forth in Appendix B (as applicable) and the Terms set forth in Attachment 1 shall be incorporated into any contract awarded under this RFP.

## **APPENDIX**

- A. Master Indenture of Trust Draft
- B. Terms and Conditions and Forms



**APPENDIX B**

**SECTION I**

**REQUIRED GENERAL TERMS AND CONDITIONS  
GOODS AND NON-PROFESSIONAL SERVICES**

- A. VENDORS' MANUAL
- B. APPLICABLE LAWS AND COURTS
- C. ANTI-DISCRIMINATION
- D. ETHICS IN PUBLIC CONTRACTING
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986
- F. DEBARMENT STATUS
- G. ANTITRUST
- H. MANDATORY USE OF COMMISSION FORMS AND TERMS AND CONDITIONS
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF BIDDERS OR OFFERORS
- M. TESTING AND INSPECTION
- N. ASSIGNMENT OF CONTRACT
- O. CHANGES TO THE CONTRACT
- P. DEFAULT
- Q. TAXES
- R. INSURANCE
- S. ANNOUNCEMENT OF AWARD
- T. NONDISCRIMINATION OF CONTRACTORS
- U. AVAILABILITY OF FUNDS
- V. TERMINATION OF CONTRACT
- W. LITIGATIONS WITH THE ORGANIZATION
- X. PRIOR DEFAULTED CONTRACTS
- Y. CRIMINAL CONVICTIONS
- Z. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

- A. **VENDORS' MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors' Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors' Manual*. A copy of the manual is accessible on the Internet at: <http://eva.state.va.us/> under "Manuals."
- 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 an appropriate state court of jurisdiction in the City of Chesapeake, Virginia. The offeror shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commission that they will conform to the provisions of the *Federal Civil Rights Act of 1964*, as amended, as well as the *Americans With Disabilities Act* and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursement made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E)

In every contract over \$10,000.00, 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 these nondiscrimination clauses.
- 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 solicitation 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 submitting their proposals, offerors certify that they do not, and will not during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the *Federal Immigration Reform and Control Act of 1986*.

- F. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the offeror conveys, sells, assigns, and transfers to the Commission all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commission under said contract.
- H. **MANDATORY USE OF COMMISSION FORMS AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commission reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror must contact, in writing, the Procurement Officer whose name appears on the face of the solicitation by the date stated for questions. Any revisions to the solicitation will be made only by addendum issued by the Procurement Officer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the Contract Number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days however.
    - c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the contractor at the contract price.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of bank transfer.
    - e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the 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 a department of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, SS 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 department 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.
- K. **PRECEDENCE OF TERMS:** Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall take precedence.
- L. **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/furnish the goods 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 and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commission reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the advance written consent of the Commission.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- a. 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.
  - b. The Procurement Officer may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of 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 a result of such order and shall give the Procurement Officer a credit of any savings. Said compensation shall be determined by one of the following methods:
    1. By mutual agreement between the parties in writing; or
    2. 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 Procurement Officer's right to audit the Contractor's records and/or to determine that correct number of units independently; or

3. 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 Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the Contractor as deemed necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. 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 dispute provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors' Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Procurement Officer or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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 with the Commission may have.
- Q. **TAXES:** Sales to the Commission are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commission's tax exemption registration number is: 54-1545555.
- R. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages 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 coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Coverages afforded under the required policies listed below shall not be canceled by the Contractor or allowed to lapse or expire. However, in the event that any insurance coverage required under this Agreement is canceled by the insurance company or lapses due to no fault of the Contractor, Contractor shall (i) provide the Commission with not less than thirty (30) calendar days prior written notice that said insurance policy has lapsed or has been canceled due to no fault of Contractor and (ii) restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfied the insurance obligations required in this Agreement within thirty (30) calendar days from the date of any notice to Contractor that its insurance policy has been canceled or has lapsed.

**The Commission must be named as an additional insured on the insurance certificate reflecting Commercial General Liability and other insurance coverages.**

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

- a. Workers' Compensation – Statutory requirements and benefits.
- b. Employer's Liability - \$1,000,000.

- c. Commercial General Liability: A minimum of \$1,000,000. Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage *(to extend for 2 years past the work completion date)*.
- d. Automobile Liability - \$1,000,000 – Combined single limit. *(Only used if motor vehicle is to be used in the contract.)*
- e. Professional Liability Insurance: The Consultant shall maintain during the life of this contract such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Consultant, the Consultant staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the Commission. The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
  - a. \$1,000,000 each incident
  - b. \$2,000,000 aggregate

NOTE: If a Contractor for professional services states there is property damage and bodily injury coverage equivalent to above within the Professional Liability policy that shall be specifically stated on the Insurance Certificate form.

- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$25,000, as a result of this solicitation, the Procurement Officer will publically post such notice on the Commission’s website ([www.hrtac.org](http://www.hrtac.org)) for a minimum of 10 days.
- T. **NONDISCRIMINATION OF CONTRACTORS:** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, or against faith-based organizations. 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 Commission shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the 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.
- V. **TERMINATION OF CONTRACT:** The Commission may terminate the contract for cause or for convenience after giving thirty (30) days’ notice in writing to the Contractor. The written notice shall state whether the termination is for convenience or cause.

**Termination for Cause:** If the Contractor should breach the contract or fail to perform the services required by the contract, the Commission may terminate the contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract by delivering a written cure notice to the Contractor. If the Contractor shall fail to remedy the breach within the time allotted by the Commission, the contract may be terminated by the Commission at any time thereafter upon written notice to the Contractor or, in the alternative, the Commission may give such extension of time to remedy the breach as the Commission determines to be in its best interest. The Commission’s forbearance by not terminating the contract for a breach of contract shall not constitute a waiver of the Commission’s right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the Commission for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the contract. In the event a Cure Notice is required, the Commission will use the address provided to the Commission in bids or proposals. It shall be the Contractor’s responsibility to notify the Commission in writing within 10 days of knowing a change



of address. The written notice shall include the Commission's contract number and the effective date of the address change.

In the event the Contractor breaches the contract or fails to perform the services required by the contract, in addition to terminating this contract for cause, the Commission reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the Commission.

**Termination for Convenience:** The contract may be terminated by the Commission in whole or in part for the convenience of the Commission without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time as to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the Commission, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the Commission for delivery to the Commission of all products of the services for which the Contractor has or will receive compensation.

**Delivery of Materials:** Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver to the Commission all products or services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to the Commission within thirty (30) days of the Notice of Termination of the Contract. Failure to do so may result in action for "breach of contract" or "failure to perform."

**Compensation Due the Contractor:** Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material to the Commission. Said fees which have been earned shall be billed to the Commission in accordance with the normal billing process, but in no case later the sixty (60) days after the last work is performed. Any termination by the Commission for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of the Commission.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than sixty (60) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due the Contractor under this contract are subject to appropriation by the granting agency.

- W. **LITIGATION WITH THE COMMISSION:** The Commission, in its sole discretion, may choose not to make an award to an Offeror who is in litigation with the Commission at the time of proposal evaluation. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the Offeror is in litigation with the Commission at the time of the proposal evaluation.
- X. **PRIOR DEFAULTED CONTRACTS:** The Commission, in its sole discretion, may choose not to make an award to an Offeror who has previously defaulted on a contract with the Commission. This provision also applies any parent company, principal, officer, or wholly owned subsidiary of the Offeror has previously defaulted on a contract with the Commission.
- Y. **CRIMINAL CONVICTIONS:** The Commission, in its sole discretion, may choose not to make an award to an Offeror if any principal, officer, director, or staff member of the firm assigned to work under a contract awarded pursuant to this solicitation has been convicted of any felony or of a misdemeanor involving moral turpitude in the past ten (10) years.
- Z. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited

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



**APPENDIX B**

**SECTION II**

**SPECIAL TERMS AND CONDITIONS  
GOODS AND NON-PROFESSIONAL SERVICES**

ADVERTISING  
AUDIT  
CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION  
CONTINUITY OF SERVICES  
INDEFINITE DELIVERY/INDEFINITE QUANTITY  
INDEMNIFICATION  
MINORITY/WOMEN-OWNED BUSINESSES  
PROJECTED REQUIREMENT/ESTIMATED QUANTITIES  
PROPOSAL ACCEPTANCE PERIOD  
STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

**ADVERTISING:** In the event a contract is awarded for services resulting from this proposal, no indication of such contract or the provision of services to the Commission will be used in the contractor's literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commission or any department or agency of the Commission has purchased or uses its services.

**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 Commission, whichever is sooner. The Commission auditors shall have full access to the right to examine any of said materials during said period.

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

**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:
  1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
  2. 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.
  3. That the Procurement Officer shall have final authority to resolve disputes related to the transition of the contract from the contractor to its successor.
- b. The contractor shall, upon written notice from the Procurement 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 successor to execute the phase-in/phase-out services. This plan shall be subject to the Procurement Officer's approval.
- c. The contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in/phase-out operations) and a fee (profit) not to exceed a pro-rate portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Procurement Officer in writing prior to commencement of said work.

**INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commission, its officers, agents, and employees for any and all damages arising out of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the contractor in performance of the contract.

**MINORITY/WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** 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 minority and/or women-owned businesses. Names of firms are available through the Commonwealth's eVA procurement system. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer, on a quarterly basis, the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

### **Disadvantaged Business Enterprises and Disadvantaged Minority Business Enterprises:**

The recipient in accordance with *Title VI of the Civil Rights Act of 1964, 78 stat. 252 US C 2000d-2004d-4* and *Title 49 CFR Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation*, issued pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

It is the policy of the Commission that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of DOT assisted contracts. The Commonwealth's Department of Small Business and Supplier Diversity (SBSD) has encompassed both SWaM (Small, Women-owned, and Minority-owned Business) and DBE (Disadvantaged Business Enterprise). This Department can be found at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov). This department will coordinate certification for these types of vendors. Consultants are encouraged to take all necessary and reasonable steps to ensure that SWaM and DBEs have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider SWaM and DBEs as potential sub-consultants. The consultant is encouraged to contact SWaM and DBEs to solicit their interest, capability and qualifications. Any agreement between a consultant and a SWaM or DBE whereby the SWaM or DBE promises not to provide services to other consultants is prohibited. If a SWaM or DBE is not certified, they must become certified (with the Virginia Department of Minority Business Enterprise) prior to your response being submitted. If a SWaM or DBE is the prime consultant, the firm will receive full credit for planned involvement of their own forces, as well as the work that they commit to be performed by SWaM or DBE sub-consultants. SWaM or DBE prime consultants are encouraged to make the same outreach efforts as other consultants. SWaM or DBE credit will be awarded only for work actually being performed by the SWaM or DBE themselves. When a SWaM or DBE prime consultant, or sub-consultant, subcontracts work to another firm, the work counts toward SWaM or DBE goals only if the other firm is itself a SWaM or DBE. A SWaM or DBE must perform or exercise responsibility for at least 30% of the total cost of the contract with its own force.

The Commission actively solicits including Small, Women- and Minority-owned (SWaM) and DBE (Disadvantaged Business Enterprise) businesses to respond to all Invitations for Bids and Requests for Proposals.

**PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia §2.2-4311.2(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 (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth is 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. (Form 8)

**APPENDIX B**

**SECTION II**

**REQUIRED FORMS**

- Form 1: Cover Sheet
- Form 2: Signature Letter on Corporate Letterhead
- Form 3: Addenda - signed
- Form 4: Certification of Compliance with Immigration Laws and Regulations
- Form 5: Litigation Disclosure Form
- Form 6: Vendor Certification Verification Form
- Form 7: DBE Participation Statement
- Form 8: State Corporation Commission Identification Number
- Form 9: Proprietary Information
- Form 10: References
- Form 11: Lobbyist Disclosure Form

**FORM 1  
COVER SHEET**

**RFP#:** \_\_\_\_\_ **RFP TITLE:** \_\_\_\_\_

In compliance with this Request for Proposal, and to all the conditions imposed therein and hereby incorporated by reference, the Undersigned offers, and agrees to furnish goods/services requested in this solicitation.

---

***THIS SECTION TO BE COMPLETED BY OFFEROR:***

NAME AND ADDRESS OF FIRM:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

(Sign in Ink)

\_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

\_\_\_\_\_ Zip Code: \_\_\_\_\_

Title: \_\_\_\_\_

FEI/FINT No.: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**CONTACT INFORMATION** *(if differs from above):*

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

\_\_\_\_\_

Facsimile Phone: \_\_\_\_\_

**FORM 2**  
**PROPOSAL SIGNATURE SHEET**  
**(Must be submitted on your corporate letterhead)**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in this RFP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or §59.109.1 through 59.1-9.17 or § 59.1-68.6 through 59.1-68.8 of the Code of Virginia. In addition, my signature certifies that the offeror has been made aware of the initial Request for Proposals, as well as any and all addenda.

Certification of Eligibility: The firm is not ineligible to receive award of a contract due to the firm's inclusion on any Federal or Virginia State lists of debarred contractors, or otherwise ineligible to be awarded a contract using Federal or State funds.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FED ID NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**FORM 3**

**ADDENDA RECEIVED AND ACKNOWLEDGED**

By signing this form, offeror acknowledges receipt of any and all Addenda published after initial RFP was issued.  
*(Attach copy of all such Addenda following this form.)*

Receipt of addenda acknowledged:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**FORM 4**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS**

The Commission requires that any person or entity doing business with the Commission, including its boards and commissions, shall include a sworn certification by the offeror of compliance with all federal immigration laws and regulations. These laws include the *Federal Immigration Reform and Control Act*, which makes it unlawful for a person or other entity to hire, recruit or refer for a fee for employment in the United States, an alien knowing the alien is unauthorized, and §40.1-11.1 of the *Code of Virginia*, which makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. The state law, in particular, places an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.

Accordingly, this certification shall be completed and attached to all contracts and agreements for goods and services made by the Commission or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void.

*Type or print legibly when completing this form.*

Legal Name of Offeror:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

Type of Business Entity:

\_\_\_\_\_ Sole Proprietorship (Provide full name and address of owner):

\_\_\_\_\_ Limited Partnership (Provide full name and address of all partners):

\_\_\_\_\_ General Partnership (Provide full name and address of all partners):

\_\_\_\_\_ Limited Liability Company (Provide full name and address of all managing members):

\_\_\_\_\_ Corporation (Provide full name and address of all officers): *(on separate sheet, attached)*

Doing Business As: (If Applicable):

(Note: This is the name that appears on your invoices but is not used as your reporting name.)

Name and Position of Person Completing this Certificate:

Physical Business Address:

Primary Correspondence Address (if different from physical address):

Number of Employees:

Are all Employees Who Work in the United States Eligible for Employment in the United States?

\_\_\_\_\_ Yes

\_\_\_\_\_ No



Under penalties of perjury, I declare on behalf of the offeror listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the offeror's employees who work in the United States are eligible for employment in the United States as required by the *Federal Immigration Reform and Control Act of 1986* and §40.1-11.1 of the *Code of Virginia*. I further declare on behalf of the offeror that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Sworn this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ on behalf of \_\_\_\_\_ as evidenced by the following signature and seal:

Name of Contractor/Vendor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_ to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Registration No: \_\_\_\_\_ My Commission expires: \_\_\_\_\_

**FORM 5**

**LITIGATION DISCLOSURE FORM**

**Respond to each of the questions below by checking the appropriate line. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, “you” means the individual or entity in whose name the bid or proposals were submitted.**

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes                       No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been terminated (for cause or otherwise) from any work being performed for the Commission or any other governmental or private entity during the last ten (10) years?

Yes                       No

Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant this solicitation, been involved in any claim or litigation with the Commission or any other governmental or private entity during the last ten (10) years?

Yes                       No

Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the Commission or any other governmental or private entity during the last ten (10) years?

Yes                       No

**If you answered “Yes” to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.**

FORM 6

**VENDOR CERTIFICATION  
VERIFICATION FORM**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Vendor Fax: \_\_\_\_\_

**CERTIFICATIONS**

DBE CERTIFICATION

CERTIFICATION #: \_\_\_\_\_

CERTIFYING AGENCY: \_\_\_\_\_

NAICS CODE: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

SWaM CERTIFICATION

CERTIFICATION #: \_\_\_\_\_ SWaM TYPE \_\_\_\_\_

SERVICE DISABLED VET

CERTIFICATION #: \_\_\_\_\_ DATE \_\_\_\_\_

EXP DATE: \_\_\_\_\_

CERTIFYING AGENCY: \_\_\_\_\_

**MINORITY INDICATOR**

African American

Asian Indian

Asian Pacific

Hispanic American

Native American

Non-Minority Woman

**FORM 7**

**DBE PARTICIPATION STATEMENT**

Offeror's Name: \_\_\_\_\_

Offeror (\_\_\_ is) (\_\_\_ is not) a certified Disadvantaged Business Enterprise (DBE)

Offeror (\_\_\_ is) (\_\_\_ is not) a Small/Women and/or Minority Business (SWaM)

**SUB-CONTRACTING SECTION:**

Expected percentage of contract fees to be sub-contracted to DBE(s)/SWaMs: \_\_\_\_\_%.

If the intention is to subcontract a portion of the contract fees to DBE(s)/SWaM(s), the proposed sub-consultants are as follows:

DBE/SWaM Sub-Consultant(s)	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

OTHER Sub-Consultant(s) [Not DBEs/SWaMs]	Type of Work/Commodity
_____	_____
_____	_____
_____	_____

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 8**

**STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia* §2.2-4311.2(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 (SCC).** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the Offeror is not required to be so authorized.

SCC Identification Number: \_\_\_\_\_ **(REQUIRED)**

**FORM 9**

**PROPRIETARY INFORMATION**

Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and **must identify the data or other materials to be protected and state the reasons why protection is necessary** (§2.2-4342F of the *Code of Virginia*).

**Please enclose all proprietary information in a sealed envelope and attach ONLY to the ORIGINAL proposal.**

*Below, please reference appropriate page numbers, Section numbers, paragraph numbers, etc. where this data should be inserted, along with an explanation as to why it is proprietary and protected by §2.2-4342F of the Code of Virginia.*

**FORM 10**  
**REFERENCES**

**Name of Firm:**

Address:

Contact:  
Name:  
Title:  
Email:  
Phone  
Facsimile

# Years in Relationship: \_\_\_\_\_

**Name of Firm:**

Address:

Contact:  
Name:  
Title:  
Email:  
Phone  
Facsimile

# Years in Relationship: \_\_\_\_\_

**Name of Firm:**

Address:

Contact:  
Name:  
Title:  
Email:  
Phone  
Facsimile

# Years in Relationship: \_\_\_\_\_

**REFERENCES (cont.)**

**Name of Firm:**

Address:

Contact:

Name:  
Title:  
Email:  
Phone  
Facsimile

# Years in Relationship: \_\_\_\_\_

**Name of Firm:**

Address:

Contact:  
Name:  
Title:  
Email:  
Phone  
Facsimile

# Years in Relationship: \_\_\_\_\_



**FORM 11  
LOBBYIST DISCLOSURE FORM**

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the modification of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification is a material representation of the fact on which reliance was placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into the transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned state, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instruction. Submission of this statement is a prerequisite for making or entering into this accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by §1352, title 31, U.S. Code. Any person who fails to file the required statement shall subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Applicant's Organization:

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

\_\_\_\_\_  
Printed name of authorized representation

\_\_\_\_\_  
Title of authorized representation

\_\_\_\_\_  
Signature Date

**ATTACHMENT 1  
NONDISCRIMINATION  
USDOT 1050.2**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *(Recipient)* or the *(Name of Appropriate Administration)* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *(Recipient)*, or the *(Name of Appropriate Administration)* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the *(Recipient)* shall impose such contract sanctions as it or the *(Name of Appropriate Administration)* may determine to be appropriate, including, but not limited to:  
(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or  
(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract. or procurement as the *(Recipient)* or the *(Name of Appropriate Administration)* may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the *(Recipient)* to enter into such litigation to protect the interests of the *(Recipient)*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.