Bulk Fuel for Parking and Transportation

RFP#DM041614

April 16, 2014

Important Dates
Pre-Proposal Questions:
2:00 p.m. EDT – Monday, May 5, 2014

Deadline for Receipt of Proposals:
3:00 p.m. EDT – Friday, May 9, 2014

A VASCUPP Member Institution
Issued by
Procurement and Supplier Diversity Services
Charlottesville, Virginia
A. GENERAL INFORMATION

Request for Proposal (RFP) Name: Bulk Fuel for Parking and Transportation

RFP Number: #DM041614

Issue Date: April 16, 2014

Purpose of this Request for Proposal (RFP)
The Rector and Visitors of the University of Virginia (the “University”) and its Department of Parking and Transportation seek an experienced and qualified firm (or firms) to supply and deliver on-time bulk biodiesel motor fuel and gasoline (“bulk fuel”) on a scheduled or “as-needed” basis during non-emergency and emergency periods as indicated, as well as any other motor fuels that become available in the future.

This RFP is part of a competitive procurement process which helps to serve the University's best interests. It also provides firms with a fair opportunity for their services to be considered. The process of competitive negotiation being used in this case should not be confused with the different process of competitive sealed bidding. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determinative factor. With competitive negotiation, however, price is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with firms to arrive at a mutually agreeable relationship.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

The University regards its moral, legal, and economic responsibility for providing a safe and secure working environment for its students, faculty, and staff to be a high priority. All University activities will be conducted using reasonable precautions to protect faculty, staff, students, the public, and the environment so as to minimize dangers to life, safety, and property.

Preproposal Questions: Any questions concerning this RFP must be sent to the buyer listed below via electronic mail to dm5h@virginia.edu no later than 3:00 p.m. EDT Monday, May 5, 2014 in order to guarantee a timely response prior to the proposal due date.

Proposal Due Date: 3:00 p.m. EDT Friday, May 9, 2014. Firms must submit an electronic original proposal that will be received by the University by the proposal deadline. The electronic original proposal must be submitted via electronic mail to dm5h@virginia.edu All electronic proposal documents, must be formatted as Microsoft Word or Excel where applicable. Any proposals submitted in Adobe PDF format may be rejected. The University may, at its discretion, accept late proposals if it is determined to be in the best interest of the University.

Any trade secrets or proprietary information submitted with a proposal (original or copy) for which the firm seeks protection from public disclosure must be clearly identified by the specific page and section number and identified by a separate colored page(s) in the proposal and accompanied by a suitable justification requesting non-disclosure.
Oral Presentations and Negotiations: Are tentatively scheduled for the week of May 27, 2014.

Expected Award Date: July 18, 2014.

Term of Agreement: The term of a resulting Agreement will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm (or firms). The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

REFER ALL QUESTIONS TO THE ISSUING OFFICE:

UNIVERSITY OF VIRGINIA
Department of Procurement and Supplier Diversity Services
1001 North Emmet St, Carruthers Hall
P.O. Box 400202
Charlottesville, VA 22904-4202
Attention: Diane Morse
Phone: 434-982-5076
Email: dm5h@virginia.edu

NOTE 1: During the RFP process, all communication must be directed to the buyer listed above, with the exception of issues directly related to SWAM business and SWAM subcontracting opportunities. Such SWAM issues may be alternately directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or SWAM@virginia.edu. Any failure to adhere to this requirement may result in the rejection of the firm’s proposal or cancellation of the RFP.

This Request for Proposal (RFP) has been posted on Procurement and Supplier Diversity Services web site for your convenience. Addenda and attachments are posted on the Procurement and Supplier Diversity Services (PSDS) website if issued. The RFP can be downloaded at this web site: http://www.procurement.virginia.edu/pagerfp. It is the firm’s responsibility to ensure that the latest version of the entire RFP and related links are reviewed prior to submission of a proposal. We encourage you to check the PSDS’s web site frequently for any changes prior to the due date. Call (434) 924-1346 if you have trouble accessing the RFP from the web. For questions about the content of the RFP, contact the buyer listed above. Additional information can be found on Procurement and Supplier Diversity Services web site: http://www.procurement.virginia.edu.

For ease of reference, each firm or individual receiving this RFP is referred to as a “firm” and the firm or individual selected to provide services for the University is referred to as the “Selected Firm.” (Or firms). This RFP states the instructions for submitting proposals and the procedure and criteria by which a firm may be selected.

B. SCOPE OF GOODS and SERVICES

The University and its Department of Parking and Transportation seek an experienced and qualified firm to provide and deliver on time, on-demand bulk fuel to two University locations in the City of Charlottesville.
Working and learning in a physical environment inspired by one of the nation's most renowned architectural and social innovators, the University community has a strong commitment to the tenets and practices of sustainability. We believe success lies within an integrated approach that includes firms providing goods and services to the University.

The University seeks proposals from experienced innovative firms that can assist its Department of Parking and Transportation with its on demand bulk fuel requirements while achieving established sustainability goals and objectives, Sustainability, Parking & Transportation, U.Va. Firms responding to this RFP are encouraged to submit proposals presenting different options and/or alternative methods for achieving the provisions noted in Section B of this RFP, Scope of Goods and Services. The University, in its sole judgment, will consider such options and/or alternative methods so long as they meet the functionality and minimum requirements of the University.

The University desires the Selected Firm to enhance the scheduling/delivery/accurate invoicing of any shipment/delivery of bulk fuel to the University’s Department of Parking and Transportation. The primary intent of this RFP is to provide on time bulk transport/delivery of the specified fuel to two locations in the City of Charlottesville. It is the University’s intent to enter into an Agreement with the Selected Firm to provide on demand bulk fuel shipments/deliveries on a scheduled and/or “as-needed” basis. The Selected Firm will make assisting the University with its bulk fuel service needs a high priority. In order to achieve the University’s goals the Selected Firm may be requested to provide the Goods and Services including, but not limited to, those outlined in this RFP.

The University reserves the right to award to different Selected Firms to respectively provide any part of the Goods and Services discussed in this RFP. The University guarantees no amount of business resulting from an Agreement. Changes in Goods and Services with the Selected Firm may be added to or deleted from any Agreement resulting from this solicitation with thirty days’ notice from the University, according to the terms and conditions agreed upon by the University and the Selected Firm.

Furnish all qualified personnel, vehicles, equipment, materials/products, supervision, and any necessary incidentals to transport and deliver the following fuels, in accordance with all applicable regulations:

The Selected Firm must meet the following minimum requirements:

1. Fuel Type expectations:
   a. Predominant usage:
      Bulk unleaded 87octane gas containing up to 10% ethanol
      Biodiesel B5
   b. Provide upon University request:
      Premium Number 2 Ultra-low sulfur fuel (ULSD) Biodiesel B2, B5, and B20
      *Extreme changes in government rates and incentives or invoice price per gallon between Number 2 ULSD and Biodiesel may result in usage fluctuations.

2. Product Quality
   a. Fuel supplied under any resulting Agreement from this RFP, will be free of contamination. Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes. Any contaminated fuel will be rejected at the Selected Firm’s expense.
   b. The University reserves the right to test fuel quality before, during, and after unloading.
c. The Selected Firm will be responsible for the removal of the fuel from the University’s property within three working days after requested to do so should test results show that the fuel contains any contaminants. The Selected Firm will also be responsible for all cleanup required to property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the Selected Firm will be fully responsible for any and all costs incurred for any equipment sustaining damage which is attributed to a contaminated product which the Selected Firm has sold and delivered to the University’s Parking and Transportation.

d. The Selected Firm will supply the University’s Parking and Transportation diesel fuel with anti-gel additive during the winter months from November 15 through March 31 of each year. Firms will state the name of the proposed fuel additive and University Parking and Transportation reserves the right to accept or reject the offered product. The additive will comply with Environmental Protection Agency (EPA) regulations and will be compatible with the refiner’s product.

e. The University’s Department of Parking and Transportation reserves the right to periodically sample and analyze the delivered fuels. Inspection will be at the expense of the University’s Parking and Transportation unless the sample is non-compliant. Analysis will be made by a testing laboratory selected by the University.

3. Fuel Specifications:

a. Gasoline 87 Octane—will meet the performance requirements in the current edition of American Society for Testing and Materials (ASTM) designation for engine fuel. The delivered fuel must meet the requirements of federal reformulated gasoline as required by the Environmental Protection Agency (EPA).

b. Biodiesel - must be derived from virgin, soy, rape seed, corn, or other vegetable oils used in the production of biodiesel. Bio-diesel component must conform to the latest ASTM specifications and must meet the latest B-100 product specifications. Sulfur content in either component may not exceed 0.0015% (15ppm) maximum. The diesel fuel furnished must comply with all applicable Occupational Safety and Health Administration (OSHA) law and regulations, local, state, and federal regulations, specifications, codes, and requirements.

c. At any time, during the term of any Agreement resulting from this RFP, the University reserves the right to modify the Agreement to allow for any Federal and/or State changes to the specifications, requirements, and/or regulations as specified.

4. Fuel Tank Capacity and Historic Usage of the following University departments:

a. Historic Volume Average 87 octane unleaded gas: 185,724 gallons

   Facilities Management
   575 Alderman Road, Charlottesville VA 22904-4726
   Unleaded 10,000 gallon tank, below ground
   Historic Volume Average: Unleaded 103,462 gallons

b. Parking and Transportation

   1101 Millmont Street, Charlottesville, VA 22904-4000
   87 octane unleaded gas: 10,000 gallon tank, below ground
   Historic Volume Average Unleaded: 82,262 gallons.
   Biodiesel 10,000 gallon tank, below ground
   Historic Volume Average Bio Blend: 206,605.8 gallons.

c. All quantities are estimates only and actual annual purchases may be more or less than the historic estimated annual usage.

5. The University operates under a Spill Prevention Control and Countermeasures (SPCC) plan, during normal business hours spills should be reported to the
University’s Office of Environmental Health and Safety (OEHS) at 434-982-4911 for spill control and cleanup. The after-hours 24 hour number is (434) 924-2012. Any petroleum spill larger than five gallons or that enters a storm drain drop inlet must be reported to the phone numbers provided. The driver will stay with the spill until assistance arrives.

6. The Selected Firm is responsible for all clean-up and fees associated with fuel spills that occur during fuel deliveries where the Selected Firm/Carrier are deemed negligent. This will include any requirements, fines or fees assessed by the Department of Environmental Quality (DEQ), EPA, or any other regulatory agencies, during the term of any Agreement resulting from this RFP at the Selected Firm’s expense and to the satisfaction of the University.

7. Delivery Expectations
   a. Upon order placement, supply and deliver fuel to above and/or below ground tanks on the same or next business day.
   b. The Selected Firm’s transport and tank wagon vehicles used for delivery to designated locations will comply with all Virginia Department of Transportation (VDOT), local, state, and federal regulations.
   c. The transport load will be split between the two delivery locations in the City of Charlottesville, and invoiced by location as one shipment/delivery at transport load pricing.

8. Delivery Compliance
   a. The Selected Firm will have fewer than three Agreement/Contract breaches per calendar year.
   b. An Agreement/Contract breach is defined as: late delivery, non-delivery, non-response to emergency/after hours requests for delivery, and/or fuel that does not meet specifications.
   c. After the third Agreement/Contract breach the Selected Firm will be penalized $250.00 for each resulting breach of the Agreement.
   d. Ensure the Selected Firm’s capacity to perform work under any Agreement resulting from the RFP, regardless of other contractual responsibilities to public/private bodies.
   e. Normal Deliveries will be made between the hours of 6:00 a.m. to 5:00 p.m. Monday through Friday. The Selected Firm will notify the Contract Administrator (CA) or designated representative three hours prior to the arrival of the bulk fuel at the designated University delivery locations.
   f. Respond to emergency delivery requests 24/7 365 days per year.
   g. The Bill of Lading Ticket will reflect both gross and net gallons.
   h. A metered delivery ticket will accompany each delivery.
   i. A transfer sheet will be supplied that lists the name and percentage of all additives to comply with diesel specifications.
   j. The Selected Firm is responsible for inspecting the premises of each University Parking and Transportation fuel site.

9. Performance Requirements
   a. The Selected Firm’s key personnel (i.e. day-to day contact, dispatcher, driver/operator) will work with the University’s Parking and Transportation in providing a seamless fuel ordering/delivery/invoicing process.
   b. Enforce strict discipline and be responsible at all times, for all employees’ actions and work performance. The University reserves the right to require The Selected Firm to remove any employee whose behavior is deemed as unprofessional or objectionable.
c. Any firm who plans to subcontract delivery of any products will submit with its firm’s proposal the subcontractor’s company name, name of principal contact, address, telephone number, and e-mail address.
d. The Selected Firm will be responsible for supervising and directing the work under this Agreement and all subcontractors, that it may utilize, using its best skills and judgment. Subcontractors which perform work under this Agreement will be responsible to the prime contractor. The Selected Firm agrees that it is fully responsible for the acts and omissions of its subcontractors and of persons employed by the subcontractor’s, as it is for the acts and omissions of its own employees.
e. Subcontract: No portion of this work will be subcontracted without prior written consent of the University. In the event that The Selected Firm desires to subcontract any part of the work specified herein, The Selected Firm will furnish the University the names, qualifications, and experience of its proposed subcontractors. The Selected Firm will remain fully liable and responsible for the work to be performed by its subcontractor(s) and will assure compliance with all requirements of the Agreement.
f. The Selected Firm will be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage, and delivery services to the University.
g. After normal working hour’s delivery service, this may include weekends and holidays.

10. The Selected Firm will be responsible for any and all damages to the buildings or property caused by delivery vehicles and drivers and will be held responsible for damages or services caused by failure to deliver the product and/or delivery of a noncompliant product. Any repairs or cleanup services will be at the Selected Firm’s expense to the University’s satisfaction.

11. Invoicing Procedures
a. The Selected Firm will have the capability to provide accurate price per gallon electronic invoicing to the University’s designated Accounts Payable Department within two business days after each fuel shipment/delivery. The University prefers for the Selected Firm to provide electronic invoicing to the University’s designated Accounts Payable Department on the same day that the fuel shipment is delivered.
b. Fuel deliveries for each location will be invoiced separately.
c. The penalty fee for four or more unsuccessful timely invoice procedures/receipt will be $250.00 per occurrence.
d. The Selected Firm will submit certification as to the fuel terminal/source and base price with each invoice submitted for all fuel delivered to the University.

12. Substitution of a product, brand, or manufacturer after award is expressly prohibited, unless approved in writing by the University’s CA or designated representative. The University, at its discretion, may require The Selected Firm to provide a substitute item of equal or better quality, at the contracted price, if the product awarded is no longer available, subject to approval by the University’s CA or designated representative.

13. The Selected Firm’s key personnel (i.e. day-to day contact, dispatcher, driver/operator) will work with the University’s Parking and Transportation in providing a seamless fuel ordering/delivery/invoicing process.
C. BASIS OF SELECTION

Proposals will be evaluated based upon the overall merits/value of the proposal including, but not limited to, price. The University will evaluate proposals, and if a firm is to be selected, select the firm on the basis of:

1. The firm's plan to assist the University to meet its goals in establishing an Agreement with a firm having a proven track record in supplying and delivering bulk fuel on a scheduled or “as needed” basis on time as described in Section B, Scope of Goods and Services;
2. The firm's relevant experience, qualifications and success in providing the goods and services outlined in this RFP; to include the firm’s references from clients, which are comparable to the University;
3. The firm's financial proposal including but not limited to discounts, service charges, and other charges;
4. The quality of the proposal, specifically, responsiveness to requirements and adequacy of information provided;
5. Any other factors relevant to the firm's capacity and willingness to satisfy the University; and
6. The firm’s plan for the utilization of Small, Women-owned and Minority-owned (SWAM) businesses. (In evaluating the firm’s proposal, the University will assign a minimum of 10 percent of the total selection weight to this individual selection criterion.).

Note 1: A 10% minimum weight will be given to this criterion in evaluating proposals.

Note 2: Any questions related to SWAM business and SWAM subcontracting opportunities can be directed to Les Haughton, Director Supplier Diversity, at (434) 924-7174 or lh7sn@virginia.edu.

D. CONTENTS OF PROPOSAL

Proposals will be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis will be on completeness and clarity of content, and will be organized in the order in which the requirements are presented in the RFP.

Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the firms’ lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

The University invites proposals that present different options for provision of the Goods and Services, and/or alternate creative proposals from firms. The University will, in its sole judgment, consider such options and/or alternatives as long as the functionality and minimum requirements of the University are met.

1. Goods and Services
   a. Describe the firm's detailed plan for ordering, equipment, delivery, and invoicing of bulk fuel to include at a minimum:
      i. Size, fuel capacity, and number of trucks the firm has available to delivery on time on demand bulk fuel to the University’s designated delivery locations.
ii. How the Selected Firm will transport the bulk fuel to the University’s designated delivery locations.

iii. Any equipment needed by the University for its Firm to provide delivery of bulk fuel to the University’s designated delivery locations.

b. Provide any Government rates and incentives for bulk rate biodiesel fuel.

c. Provide a narrative on how the firm will work with the University’s Parking and Transportation to provide on time bulk fuel deliveries on a scheduled or “as needed” basis to include natural disasters, emergencies, and unforeseen events, such as vehicle breakdowns, delays due to accidents, etc.

d. Provide your firm’s provision for cancellation (i.e. advanced notice of cancellation hours preferred) in the event, due to unforeseen circumstances; an order(s) is cancelled.

e. Provide your firm’s normal and emergency delivery hours.

f. The estimated ship date of the bulk fuel from the time of the order placement (i.e., same day or next business day after order).

g. Provide a listing of any additional products/services the firm would be able to supply the University.

2. Firm Information, Personnel, References

a. Provide a brief history of the firm and its experience in providing on time on demand bulk fuel on a scheduled or an “as needed” basis.

b. Provide information on those individuals assigned to work with the University including a description of its experience in providing on time on demand bulk fuel deliveries. Specifically identify the name and contact information for the individual assigned to act as the coordinator for both the firm’s proposal and any subsequent responses required of the firm as a part of the RFP process.

c. The Selected firm will be licensed, insured, and certified to provide the Goods and Services to the University.

d. Provide a list of all of the firm's clients comparable to the University indicating the length of service of each account. The University may contact and/or visit any of these accounts.

e. Provide a list of institutions of higher education with which the firm has signed a term contract.

f. Provide a list of all clients lost within the last three years which includes:
   a. A contact name and telephone number
   b. Length of service at the account
   c. Reason for the loss

g. Provide the amount of annual sales the firm has with each VASCUPP Member Institution. A list of the VASCUPP Members can be found at https://vascupp.org.

h. Provide the name of the individual responsible for the firm’s supplier diversity program. This individual is responsible for implementing and reporting on the firm’s Small, Women-owned and Minority-owned (SWAM) program as it will relate to this procurement should the firm be selected.

i. Complete and return the information requested in Attachment 2, Firm Information.

3. Financial Proposal

a. Describe the fees that will be charged for the goods and services. Provide an example of how your firm determines the base price and the differential (e.g. margin, adder) for each fuel type. The University cannot accept any pricing based on a “Cost-Plus a Percentage of Cost basis”. Include any additional discounts available for early payment of invoices.
b. State the firm's willingness and ability to expand the number of delivery locations/areas in future years, and how fees are scaled based on increasing the delivery locations to the University.

c. Provide the following fee details:
i. When or how often do fee increases and/or escalation rates occur?
ii. What is the firm’s plan for dealing with fee increases and/or escalation rates?

d. Describe the firm’s plan for Customer service to include:
i. Capability of analyzing the University's current methodology in scheduling on demand bulk fuel services.
ii. Effective procedures for complaint resolution.
iii. Flexible procedures for the placement of purchase orders for scheduled and “as-needed” services.

e. The University may procure additional Products and Services (“Services”) from The Selected Firm throughout the term of the Agreement as a result of this RFP. The exact pricing of these Services will be determined at the time of purchase and be provided under Most Favored Nations Pricing, identified in Attachment 2, Preferred Contractual Provisions, Section M., Favored Nations.

f. Describe how the University will benefit from cost savings by accepting the firm's proposal to provide bulk fuel deliveries to the University’s Department of Transportation.

g. State the firm’s agreement to receive payments electronically via Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment. Prior to contract award, the Selected Firm will be required to contact University Procurement and Supplier Diversity Services’ Payment Processor Specialist group to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 and E-mail: uva-prs-boa@virginia.edu].

h. Complete and return the information requested in Attachment 5, Firm Information.

4. Contractual Arrangements

a. Provide the University with any form or contract the University may be requested to sign.

b. State the firm's acceptance of Attachment 1, Mandatory Contractual Provisions.

c. State the firm's acceptance, with any proposed modifications, of Attachment 2, Preferred Contractual Provisions.

d. Provide a written statement with the firm’s proposal that its principals or legal counsel have reviewed Attachment 1, Mandatory Contractual Provisions, and Attachment 2, Preferred Contractual Provisions, and agree that these provisions will become a part of any final agreement.

e. Provide a list of clients with which the firm has signed a term contract that allows for cooperative procurement and/or if the firm has a General Service Accounting (GSA) schedule contract.

E. TERMS AND CONDITIONS

This solicitation and any subsequent award are subject to:

- The Selected Firm registering as a Selected Firm with the University of Virginia. [https://www.procurement.virginia.edu/pageSelectedFirmregistrationform](https://www.procurement.virginia.edu/pageSelectedFirmregistrationform)
• Unless otherwise deemed appropriate by the University, The Selected Firm will enroll in one of the University approved methods for receipt of electronic payments. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

• The Selected Firm registering and accepting eVA Terms and Conditions prior to award. http://www.eva.virginia.gov/

F. OTHER INFORMATION

1. Oral Presentations and Negotiations
An oral presentation by two or more firms may be required after written proposals are received by the University. If the University requires such a presentation, the Issuing Office will schedule a time and place. Each firm should be prepared to discuss and substantiate any of the areas of the proposal it submitted, its own qualifications for the services required and any other area of interest relative to its proposal. Negotiations with two or more firms will be conducted by the University on the firms' financial proposals and proposed terms and conditions. Oral presentations and negotiations are tentatively scheduled for Wednesday, May 28, and Thursday, May 29, 2014, as needed.

2. Communications between the University and the firms regarding This RFP:

Informal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include but not be limited to:
a. Requests from the firms to any department at the University, with the exception of Procurement Services for information, comments, speculation, etc.; and
b. Requests from any department at the University, or any employee of the University, with the exception of Procurement Services for information, comments, speculation, etc.

Formal Communications
From the date of receipt of this Request for Proposal by each firm until a binding contractual agreement exists with the Selected Firm and all other firms have been notified, or when the University rejects all proposals, all communications between the University and the firms will be formal, or as provided for in this Request for Proposal, or as requested by Procurement Services. Formal communications will include but not be limited to:
a. Preproposal Conference
b. Oral presentations
c. Site visits, Interviews, etc.

Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any firm's proposal or cancellation of this RFP.

3. Formation of the Agreement with the Selected Firm
All proposals received will first be carefully evaluated by the University, and then the University intends to conduct negotiations with two or more firms. After negotiations have been conducted,
if the University chooses to make award, the University will select the firm which, in its opinion, best meets the needs of the University. Alternately, if the University determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award an agreement to that single firm. In either event, the University intends to execute a mutually satisfactory written agreement which will reflect and largely incorporate this RFP as reconciled with any pertinent documents, such as the proposal submitted and relevant negotiation correspondence.

Because the University may choose to negotiate and award to a single firm as discussed above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

Any firm(s) invited to negotiations should note that the University reserves the right to begin negotiations by combining the best aspects of submitted proposals from all responding firms as the basis for subsequent formation of any Agreement resulting from this RFP.

Firms should also note that, as described above, certain matters will automatically be deemed part of the proposal.

4. Provisions Deemed Included in the Proposal

The University will consider each proposal to include not only the matters expressly stated in the proposal as requested in Section D, Contents of the Proposal, but also other provisions which consist of two different types: those which are "mandatory" and cannot be changed by a firm in its proposal; and those which are "preferred" by the University, but which a firm may wish to alter by expressly and specifically so stating in its proposal.

The University includes mandatory provisions so that all proposals will be governed by the same basic contractual terms. The University encourages any firm which feels that a mandatory provision is unreasonable to contact the University before proposals are due so the University can consider amending the provision. The University includes preferred provisions so that any difference between the firm and the University's preferred contractual provisions can be considered during the University's evaluation of proposals.


Each proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to the provisions of (a) and (b) below. Although such provisions will govern the firm's proposals as submitted, the University and one or more firms may later mutually agree to amend such provisions, such as when additional time is needed to consider proposals, or when contractual negotiations or performance indicate that such amendments are appropriate.

i. The proposal constitutes an offer by the firm which will remain open and irrevocable for a period of 120 days from the deadline for submitting proposals as stated in Section A, Proposal Due Date.

ii. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 1, Mandatory Contractual Provisions.

b. Preferred Provisions

Unless a firm expressly and specifically provides otherwise in its written proposal, the proposal received by the University in response to this RFP will automatically be deemed to include the firm's agreement to these provisions:

i. The firm consents to the University contacting and obtaining any information relevant to this RFP from the references and others identified by the firm in its
proposal, as well as from any other persons, firms, or organizations which the University wishes to contact; and

ii. If selected by the University, the provisions governing the firm's performance will include all the provisions of Attachment 2, Preferred Contractual Provisions.

5. Rejection of Proposals
The University reserves the right to reject any or all proposals received. Nonacceptance of a firm's proposal will mean that one or more proposals were deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted will be notified after a binding contractual agreement between the University and the Selected Firm exists, or when the University rejects all proposals.

**NOTE:** *Virginia Freedom of Information Act*
Except as provided, once an award is announced, all proposals submitted in response to this RFP will be open to inspection by any citizen, or interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by a firm prior to or as part of its proposal will not be subject to public disclosure under the Virginia Freedom of Information Act only under the following circumstances: (1) the appropriate information is clearly identified by some distinct method such as highlighting or underlining; (2) only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information are identified; and (3) a summary page is supplied immediately following the proposal title page that includes (a) the information to be protected, (b) the section(s)/page number(s) where this information is found in the proposal, and (c) a statement why protection is necessary for each section listed. The firm must also provide a separate electronic copy of the proposal (CD, etc.) with the trade secrets and/or proprietary information redacted. *If all of these requirements are not met, then the firm’s entire proposal will be available for public inspection.*

**IMPORTANT:** A firm may not request that its entire proposal be treated as a trade secret or proprietary information, nor may a firm request that its pricing/fees be treated as a trade secret or proprietary information, or otherwise be deemed confidential.
A. Nondiscrimination
During the performance of this Agreement, the Selected Firm will comply with the contract provisions contained in Section 2.2-4311 (1) & (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests
The Selected Firm represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 et seq), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 et seq), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 et seq) or any other applicable law or regulation.

C. Assignment
Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments
No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement and Supplier Diversity Services and by the individual signing the Selected Firm's proposal or by other individuals named by either party as specified in Section E, Notices below. If the Selected Firm deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices
Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt: or (4) if sent by facsimile, when received (as verified by sender’s machine) if delivered no later than 4:00 p.m. (receiver’s time) on a business day or on the next business day if delivered (as verified by sender’s machine) after 4:00 p.m. (receiver’s time) on a business day or on a non-business day. All such notices will be addressed to a party at such party’s address or facsimile number as shown below.
If to the University:
Eric N. Denby
Director of Procurement and Supplier Diversity Services
Carruthers Hall
University of Virginia
1001 North Emmet Street
P.O. Box 400202
Charlottesville, Virginia 22904-4202
Fax: (434) 982-2690
If to the Selected Firm:
The person signing the Selected Firm's proposal in response to the University's RFP, at the
Selected Firm's address indicated in such proposal; or to such other person or address as either
may designate for itself in writing and provide to the other.

F. Independent Contractor
The Selected Firm is not an employee of the University, but is engaged as an independent
contractor. The Selected Firm will indemnify and hold harmless the Commonwealth of Virginia,
the University, and its employees and agents, with respect to all withholding, Social Security,
unemployment compensation and all other taxes or amounts of any kind relating to the Selected
Firm's performance of this Agreement. Nothing in this Agreement will be construed as authority
for the Selected Firm to make commitments which will bind the University or to otherwise act on
behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability
The Selected Firm will (i) maintain Employers Liability coverage of at least $500,000 and (ii)
comply with all federal or state laws and regulations pertaining to Workers' Compensation
Requirements for insured or self-insured programs.

H. Drug-Free Workplace
The Selected Firm, its agents and employees are prohibited, under the terms of this Agreement,
Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human
Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing,
possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, the Selected Firm agrees to 1) provide a drug-free
workplace for the Selected Firm's employees; 2) 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 Selected Firm's workplace and specifying the actions that will be
taken against employees for violations of such prohibition; 3) state in all solicitations or
advertisements for employees placed by or on behalf of the Selected Firm that it maintains a drug-
free workplace; and 4) 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
Selected Firm.

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

I. eVA Business to Government Registration
The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov, is the
Commonwealth of Virginia's comprehensive electronic procurement system. The portal is the
gateway for firms to conduct business with state agencies and public bodies. All agencies and
public bodies are expected to utilize eVA. All firms desiring to provide goods and/or services in
the Commonwealth are encouraged to participate in the eVA Internet e-procurement solution. The
Selected Firm is required to register in the eVA Internet e-procurement solution prior to an award
being made.
J. eVA Transaction Fee
The Selected Firm agrees, by accepting an award as a result of this RFP, that it is a registered eVA Selected Firm and will be subject to an eVA transaction fee, for which the Selected Firm will be invoiced by Commonwealth of Virginia, Department of General Services. Additional information is available at www.eva.virginia.gov.

K. Proper Licensing to operate any vehicles utilized by the Selected Firm.

L. Unauthorized Alien Use.
The Selected Firm warrants that it does not knowingly employ an “unauthorized alien,” as such term is defined in the federal Immigration Reform and Control Act of 1986. The Selected Firm furthermore agrees that, during the term of the Agreement, it will not knowingly employ an unauthorized alien.
A. Goods and Services
During the term of this Agreement, the Selected Firm will provide for the University the goods and services offered to the University by the firm in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

B. Term of Agreement
The term of this Agreement will be for three years, with the ability to renew on the same or similar terms and conditions, for two additional two-year periods if mutually agreeable to the University and the Selected Firm. The Selected Firm and the University will mutually agree at least 180 days prior to each renewal period whether to renew the terms of the Agreement.

C. Contract Administrator
The University will identify a Contract Administrator for any Agreement which results from this RFP. The individual will be the point of contact at the University for Day-to-day Operations but cannot approve amendments to the Agreement or price changes.

D. Waiver
No waiver of any right will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right will prevent a later exercise of such or any other right.

E. Indemnification
The Selected Firm will indemnify and hold harmless The Commonwealth of Virginia, The Rector and Visitors of the University of Virginia, and its agents, employees and officials from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non-performance of the Agreement by the Selected Firm or its agents or subcontractors, including the provision of any services or products. The Selected Firm warrants that the products, goods and services provided the University may be used by the University without being in violation of any copyright, patent or similar property right or claim by others and will defend, indemnify and save the University (its employees and agents) from and against any such claim.

F. Governing Law
This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

G. Termination
If the Selected Firm fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to the Selected Firm.

H. Non-Appropriation
Funding for any Agreement between the University and a Selected Firm is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then the Agreement may be terminated by the University effective the last day for which appropriated funding is available.
I. Right of Audit
The University reserves the right to audit or cause to be audited the Selected Firm's books and accounts regarding the University's account at any time during the term of this Agreement and for three years thereafter. The Selected Firm will make available to the University all books and records relating to performance of this Agreement as may be requested during said period. This specifically includes, but is not limited to, the right of the University to require that the Selected Firm perform self-audits within reasonable parameters established by the University.

J. Contractual Claims
This Agreement is subject to the University's policy on Contractual Claims which is provided as Attachment 3, Procedure for Resolution of Contractual Claims.

K. Insurance
Listed below is the insurance the Selected Firm must maintain under any Agreement resulting from this RFP. In no event should the Selected Firm construe these minimum required limits to be its limit of liability to the University. The Selected Firm will maintain insurance which meets or exceeds the requirements of the University with insurance companies that hold at least an A-financial rating with A.M. Best Company. No Agreement will be executed by the University until the Selected Firm satisfies the insurance requirements of the University. The Selected Firm may be required to provide the University with a valid Certificate of Insurance before providing any goods or services to the University. The University reserves the right to approve any insurance proposed by the Selected Firm.

Commercial General Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $1,000,000 per occurrence and a $2,000,000 aggregate limit with coverage for the following:
{X} Premises/Operations {X} Products/Completed Operations
{X} Contractual {X} Independent Contractors
{X} Personal Injury {X} Additional Insured*  

Automobile Insurance:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of $5,000,000 per occurrence with the following coverage for vehicles operated by its employees.
{X} Any Automobile {X} Owned and Non-Owned Automobiles
{X} Additional Insured* {X} Transportation of Hazardous Substances

Contractors Environmental Impairment Liability:
The Selected Firm and any Subcontractor will provide a minimum combined single Limit for bodily injury, property damage, cleanup costs, and defense costs of $1,000,000 per occurrence and a $3,000,000 aggregate with coverage for the following:
Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, and Additional Insured*

*Additional Insured:
The University will be named as an Additional Insured, and the proper name is: "The Commonwealth of Virginia, and the Rector and Visitors of the University of Virginia, its officers, employees, and agents."
L. Cooperative Purchasing/Use of Agreement by Third Parties
It is the intent of this solicitation and any resulting Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by The Selected Firm.

Participation in this cooperative procurement is strictly voluntary. If authorized by The Selected Firm, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with The Selected Firm and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of this Agreement or execution of a separate agreement is required to participate; however, the participating entity and The Selected Firm may modify the terms and conditions of this Agreement to accommodate specific governing laws, regulations, polices, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and The Selected Firm.

The Selected Firm will notify the University in writing of any such entities accessing this Agreement. The Selected Firm will provide semi-annual usage reports for all entities accessing this Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by The Selected Firm to extend this Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of this Agreement no matter the circumstances.

Use of this Agreement does not preclude any participating entity from using other agreements or competitive processes as the need may be.

M. Favored Nations
The Selected Firm represents that the prices, terms, warranties, and benefits specified in its proposal are comparable to or better than the equivalent terms being offered by the firm to any present customer.

N. The University's Authorized Representatives
The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to the Selected Firm by the University's Director of Procurement and Supplier Diversity Services.

O. Purchasing Manual
This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Selected Firms" and any subsequent revisions, which is available at this web site: https://vascupp.org/hem.pdf

P. Small, Women-owned and Minority-owned (SWAM) Business Reporting
The Selected Firm will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. The Selected Firm will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter,
specifically the months of April, July, October, and January. The Selected Firm will submit the quarterly SWAM business reports to:

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity Services  
E-mail: ljs8n@virginia.edu

The quarterly SWAM business reports will contain this information:

- SWAM firm’s name, address and phone number with which the Selected Firm has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University’s account.

The Selected Firm’s failure to provide SWAM reports on a quarterly basis which contains the information required by this section and/or the Selected Firm’s failure to comply with the plan for utilizing SWAM businesses submitted by the Selected Firm as part of its proposal and/or negotiation response may be grounds for debarment pursuant to Section 9. G. 4 of the “Purchasing Manual for Institutions of Higher Education and their Selected Firms.”

Q. Payment Terms

The Selected Firm may indicate payment terms of less than 45 days so long as those terms also contain a cash discount for early payment. For example: “1.25% 20/Net 30” would correspond to a 1.25% discount if paid in 20 days, otherwise net 30. The University will compute discounts from the date of delivery of goods at destination, after final inspection, and acceptance, from the date of completion of services, or from the date the correct invoice is received in the Accounts Payable Division, whichever is later. The University will take the cash discount if payment is made within the specified time frame.

Unless alternate payment terms, with cash discounts, are proposed by the Selected Firm, invoices submitted to the University by the Selected Firm for the Goods and Services described in this RFP will be paid on a Net 45 days after receipt of the Goods and Services and University receipt and approval of the corresponding invoice.

The Selected Firm agrees to receive payments electronically and provide any additional discounts that may result from paying electronically. The firm will contact the University’s Payment Processor Specialist group in Procurement and Supplier Diversity Services to set up its preferred method of receiving electronic payments [Phone: (434) 924-4212 or email: uva-prs-boa@virginia.edu]. Accordingly, the Selected Firm agrees to accept Bank of America’s (“BoA”) ePayables® method of electronic payment or BoA’s PayMode® method of electronic payment.

R. Marketing

The University encourages the Selected Firm to appropriately and specifically market itself to applicable end-using University departments that may be interested in the Selected Firm’s Goods and Services. However, the Selected Firm will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that the Selected Firm engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.
S. Future Goods and Services
The University reserves the right to have the Selected Firm provide additional goods and/or services under the same pricing, terms, and conditions to make modifications or enhancements. Such additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of this Agreement. Such newly introduced additional Goods and Services will be provided to the University at favored nations pricing, terms, and conditions.

T. Ordering Procedures
The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Selected Firm’s provision of the Goods and Services. Accordingly, at the University’s request, the Selected Firm will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by the Selected Firm unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize the Selected Firm to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If the Selected Firm provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.
Attachment 3
Procedure for Resolution of Contractual Claims

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires contractors with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of the contractors' intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based.

The University's procedure for deciding such contractual claims is:

A. The Selected Firm must provide the written claim to:
   Assistant Director of Procurement and Supplier Diversity Services
   University of Virginia
   1001 North Emmet Street
   P. O. Box 400202
   Charlottesville, Virginia  22904-4202

B. Although the Selected Firm may, if it chooses, attempt to resolve its claim by dealing with a University department other than the one stated in Section A above, the Selected Firm must submit any unresolved claim in writing no later than 60 days after final payment to the Assistant Director of Procurement and Supplier Diversity Services if it wishes to pursue its claim.

C. Upon receiving the written claim, the Assistant Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Assistant Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Assistant Director and the Selected Firm mutually agree.

D. The Assistant Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after receipt of the claim. The decision will state the reason for granting or denying the claim.

E. The Selected Firm may appeal the decision to:
   Director of Procurement and Supplier Diversity Services
   University of Virginia
   Carruthers Hall
   1001 North Emmet Street
   P.O. Box 400202
   Charlottesville, Virginia  22904-4202

   by providing a written statement explaining the basis of the appeal, within 15 days after the Selected Firm's receipt of the decision.

F. Upon receiving the written appeal, the Director of Procurement and Supplier Diversity Services will review the written materials relating to the claim and decide whether to discuss the merits of the claim with the Selected Firm. If such discussion is to be held, the Director of Procurement and Supplier Diversity Services will contact the Selected Firm and arrange such discussion. The manner of conducting such discussion will be as the Director of Procurement and Supplier Diversity Services and the Selected Firm mutually agree.
G. The Director of Procurement and Supplier Diversity Services will mail his or her decision to the Selected Firm within 60 days after the Director of Procurement and Supplier Diversity Services receipt of the appeal. The decision will state the reasons for granting or denying the appeal.

H. Nothing in this Attachment 3 will preclude either party from filing a claim in any court of the Commonwealth of Virginia to seek legal or equitable remedy if a dispute should arise, in addition to such other remedies as are expressly provided in this Agreement; provided, the Selected Firm may not file such claim unless and until it has complied fully with the procedure set forth in this Attachment 3.
Greetings:

The quality of service the University of Virginia is able to deliver to its customers is directly related to the excellent support we receive from you and many other outstanding suppliers of goods and services. Without you, we would not be able to fulfill our educational, health care and research missions. An important part of our procurement program involves our commitment to doing business with small, women- and minority-owned (SWaM) businesses. As one of our most important Selected Firms, we look to you to help us achieve this objective.

We conduct substantial business with small firms. We have a particular institutional focus on developing long-term business relationships with minority-and women-owned businesses. We count on our majority firms to help us achieve our goal.

I seek your assistance in two areas. First, to the extent practical, I ask that you involve small, women-and minority-owned businesses in the delivery of services you provide to UVa. The office of Procurement and Supplier Diversity Services is ready to assist you in identifying qualified diverse business partners. Second, I seek your help in reporting your results through our quarterly subcontracting reports. The terms and conditions previously provided to your organization outlined this process.

This effort is important to us. We depend on you in so many ways – this is another way that we can partner with your company to make things better.

Sincerely,

Colette Sheehy
Vice President for Management and Budget
### Firm Information

**Full Legal Name** *(Company name as it appears with its Federal Taxpayer Number):*

Address:

Telephone Number: FAX Number:  
Web Address:  
Email Address:  
DUNS Number:  

**SWAM Information:**  
Is the firm certified with the Commonwealth of Virginia’s Department of Small Business and Supplier Diversity, (SBSD):  

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<th>Yes</th>
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Is the firm registered as a Selected Firm in the Commonwealth of Virginia’s e-procurement system (eVA)?

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**Point of Contact for this Proposal:**  
Name:  
Address:  
Office No. Mobile No. FAX No.  
Email Address:  