

REQUEST FOR PROPOSALS



INFORMATION TECHNOLOGY MANAGED SERVICES

IT-RFP-2025-01
January 23, 2025

REQUEST FOR PROPOSALS (RFP)

HAMPTON ROADS TRANSPORTATION ACCOUNTABILITY COMMISSION
(Organization)

RFP No: IT-RFP-2025-01

ISSUE DATE: January 23, 2025

TITLE: Information Technology Managed Services

ISSUED BY: Hampton Road Transportation Accountability Commission, Procurement Officer
723 Woodlake Drive, Chesapeake, VA 23320
Phone: (757) 420-8300, Fax: (757) 523-4881

PURPOSE: The Organization is soliciting proposals from qualified firms and proprietors for the management of information technology services to sustain and enhance the operations and services of the Organization.

PERIOD OF CONTRACT: The original period of this contract will be for one year from the date of the signed contract. This contract may be renewed by the Organization upon written agreement of both parties for up to five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

SEALED PROPOSALS WILL BE RECEIVED UNTIL: February 25, 2025, 2:00 P.M. Eastern Daylight Time

All inquiries for information should be directed to the Organization's Procurement Office staff:

- Danetta M. Jankosky, Procurement Officer: djankosky@hrtac.org

All questions must be submitted **in writing** to Ms. Jankosky by the deadline noted in Section IV below. If necessary, the Organization will seek to post any addenda on or by February 5, 2025, on the following website:

- <https://hrtac.org/1273/Procurement>

It shall be the responsibility of the prospective offeror to monitor the websites, or request a copy to be sent to them, for published addenda and to have all addenda signed by an authorized representative of the prospective offeror. **All fully executed addenda must be returned to the Organization along with the signed proposal** (Appendix B, Form 3).

Deliver proposals by mail or hand delivery to or by email to djankosky@hrtac.org:

Danetta Jankosky, Procurement Officer
Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA 23320

NOTE: PLEASE REFERENCE "SECTION VI: PROPOSAL PREPARATION AND INSTRUCTIONS" FOR INSTRUCTIONS ON THE SEQUENCE OF SUBMITTAL DATA IN YOUR PROPOSAL.

The Organization fully complies with Title VI of the Civil Rights Act of 1964 and related statutes and regulations, as required. The Organization will strive to provide reasonable accommodations and services for persons who require special assistance to participate in any public involvement opportunity. For more information on meeting accessibility or to obtain a Title VI Complaint Form, email TitleVI@HRTAC.org or call the HRTAC Title VI Liaison at (757) 420-8300.

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- I. **PURPOSE:** The Organization is soliciting proposals from qualified firms and proprietors for the management of information technology services to sustain and enhance the operations and services of the Organization. The qualified vendor will enable the Organization to:

Significantly improve information technology (IT) effectiveness in all areas:

- Implement the approved recommendations of this evaluation;
- Minimize downtime and technical support costs;
- Ensure security of data and compliance with Virginia Records Retention requirements; and
- Maximize return on investment in IT hardware and software.

Vendors are encouraged to provide as much detail as possible in this proposal regarding their capability and expertise, scope of services, and approach to protecting and securing the technology used by Organization users. This RFP requests specific information and in responding, vendors are encouraged to provide any additional information they believe is relevant.

II. **BACKGROUND**

The Organization currently uses a hybrid in-house/outsourced approach to implement its IT-related functions. The Organization contracts one part-time IT Manager from the Hampton Roads Planning District Commission and contracts with an IT Managed Services Provider. The Organization's management team works with the IT Manager and the IT Managed Services Provider for the planning and implementation of technology-related projects as well as determining needs and potential solutions and implementing necessary software and hardware. The Organization intends to continue the hybrid approach.

The Organization desires an IT Managed Services Provider to work within the current hybrid model to provide a comprehensive team capable of enhancing the current IT infrastructure, cybersecurity and business systems and provide proactive maintenance, support and other IT-related functions and services, including a Cloud-based solution.

A. **USERS**

Full-time employees: 5

B. **CONNECTIVITY**

Network devices are commercial products. The Organization currently has a dedicated 1GB connection with Verizon for primary Internet access and wireless internet access with two SSIDs.

C. **DOMAINS**

The Organization currently has 1 domain. The domain controller is hosted in-house and the email addresses are managed through Office 365. There are approximately 7 – 10 email accounts, for both full-time and contracted employees.

D. **SERVERS**

The Organization has 1 server located in the Regional Building: domain controller and a file server and a backup storage device onsite. In addition, the Organization has offsite cloud backup maintained by current MSP.

E. **WORKSTATIONS**

The Organization currently has approximately 10 active laptop workstations. Employees with laptops have docking stations with connections to desktop monitors. Employees are configured with VPN access on each piece of Organization-owned equipment to accommodate remote work. Workstations and laptops are centrally managed for software updates, etc. by the current IT Managed Services Provider whereby the updates are pushed weekly.

F. PRINTERS

- a. The Organization has desktop printers in each employee's office (5) and three employees have printers at home.
- b. All printers are supported by staff. Any maintenance needs are supported by outside vendors.

G. SOFTWARE

- a. The software applications run/accessed by each employee vary significantly, but the major platforms include but are not limited to:
 - i. Microsoft Windows 10 and 11
 - ii. Microsoft Office 365 managed by current vendor
 - iii. BMS (limited access financial software package)
 - iv. Adobe Acrobat XX Pro

H. TELEPHONE

The Organization currently utilizes a VOIP system. The equipment is leased.

I. NETWORK INFRASTRUCTURE

The Organization has a working infrastructure. Our interest is for the vendor to address our existing network environment and make recommendations that would allow for tomorrow's IT-Today, connecting anyone, anywhere, anytime, and on any device - securely, reliably, and seamlessly. The network should provide a platform for collaboration, allowing existing and proposed voice, video, and web conferencing; messaging and mobile applications that will maintain connectivity and increase productivity. The network infrastructure should provide optimization, scale, and security for collaboration and virtualization and encompass: Routing and Switching, Wireless LAN and WAN, and RFID possibilities.

III. **SCOPE OF WORK**

The Scope of Work is included as Attachment 2.

IV. **SCHEDULE OF EVENTS**

The Organization shall make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. Known Offerors will be notified of significant schedule changes.

Please monitor the following website for updated information:

<https://hrtac.org/1273/Procurement>

<u>Action</u>	<u>Responsibility</u>		<u>Date</u>
Issuance of RFP	Procurement Office Staff		01/23/2025
Submission of Questions	Potential Offerors	2:00PM	01/30/2025
Addenda/Questions Published	Procurement Office Staff		02/05/2025
Submission of Proposals	Offerors	2:00PM	02/25/2025
Oral Presentations	Offerors		03/12/2025
Post Intent to Award	Procurement Office Staff		03/21/2025
Award Contract	Procurement Office Staff		03/31/2025

*There **WILL NOT** be a Pre-Proposal Conference.

V. **CONFLICTS AND QUESTIONS**

Should there be conflicts between the proposal documents and the final contract, the final contract shall take precedence.

Interpretations and Requests for Substitution: Any Offeror in doubt as to the true meaning of any part of this Request for Proposals may submit a written request to the Procurement Office for an interpretation. The Offeror submitting a request will be responsible for its prompt and actual delivery. Any interpretation or approval will be made by addendum duly issued. A copy of such addendum will be posted on the appropriate website listed above. The Organization will not be responsible for any other explanations or interpretations of such documents which anyone presumes to make. Only questions answered by formal written addenda will be binding; oral and other interpretations or clarifications will be without legal effect.

Offerors must submit every request for interpretation or clarification regarding the services to be provided in writing. Email requests must be sent to the Procurement Office staff listed on page 1 of this RFP. Requests transmitted by facsimile must be sent to the attention of "Procurement Office" at (757) 523-4881. To be given consideration, such questions/requests must be received on the date and time noted in Section IV. Any and all such interpretations, clarifications, and any supplemental instructions will be issued in the form of written addenda that will be posted on the designated website(s) prior to the proposal submission deadline. Failure to receive such addenda shall not relieve Offerors from any obligation under the proposal as submitted.

When inquiring, replying or forwarding, please list the RFP number in the subject line. This is used to direct the email or fax to the appropriate person so the Organization may provide prompt service to your request when staff is not available.

VI. **PROPOSAL PREPARATION AND INSTRUCTIONS**

In order to be considered for selection, Offerors must submit a complete response to this solicitation. **One (1) hard copy original** (marked ORIGINAL) and **one (1) electronic copy** of the proposal in PDF format must be submitted to the Procurement Officer by 2:00 PM EST on February 25, 2025. No other distribution of the proposal shall be made by the Offeror.

A. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in staff requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or such that they cannot be waived and are not subject to negotiation.

B. Offerors shall examine the RFP, shall exercise their own judgment as to the nature of the whole of the work to be done, and must assume all risk for any computations or statements made in completing the proposal.

C. Proposals should be prepared efficiently and economically, providing a straight-forward, concise description of capabilities to satisfy the requirement of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotion materials are not required or desired.

D. Proposals should be organized in the order in which the requirements are presented in Section VII of the RFP. All pages of the proposal should be numbered. Each paragraph should reference the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-number, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the RFP section, paragraph number and sub-number should be repeated at the top of the next page. The proposal should contain a

table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

E. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in this single volume, with the exception of proprietary information (see Form 8).

VII. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be submitted as one (1) bound volume and be as thorough and detailed as possible so that the Organization may properly evaluate the Offeror's capabilities to provide the required goods/services. **Please submit the information in the order indicated below.** Offerors are required to submit the following as a complete proposal:

Complete proposals will be organized into three sections and provide the following information:

- A. Section I - Required Forms (see Appendix B of RFP). All forms shall be signed and/or completed as required.
- B. Section II – Technical Proposal. The Offeror shall provide a concise description of work experiences, resources, and capabilities as they relate to the Scope of Work (see Attachment 2) including but not limited to:
 - 1. A brief history of the firm, including the number of years in business, the size of the firm, and the location of the office from which the work is to be done.
 - 2. A statement of financial stability. Submit a copy of the most recent annual audited financial statement only if this is a public document.
 - 3. Documentation showing a minimum of five years' demonstrated experience, preferably with public sector/government organizations, and any other specialized services.
 - 4. A brief description of your organizational structure.
 - 5. A description of staff and other resources that will be assigned to this contract. Include those individuals' years of experience with similar successful contracts comparable to the requirements contained in this solicitation and years with the Offeror.
 - 6. A description of Affirmative Action and DBE Participation. Offeror shall present documentation to describe its compliance with Federal and state nondiscrimination laws and regulations and its Small, Women-owned, and Minority-owned (SWaM) and Disadvantaged Business Enterprise (DBE) activities.
 - 7. Exceptions to the RFP. Please provide any exceptions to the terms of this RFP that you feel are necessary in order to fulfill this solicitation.
- C. Section III – Manufacturer's Price List or Vendor's Retail Price Sheet. Offerors are requested to include the Manufacturer's Price List or Vendor's Retail Price Sheet. Failure to provide the Manufacturer's Price List or Vendor's Retail Price Sheet may result in rejection of the proposal.

VIII. DISCLOSURE OF PROPOSAL CONTENTS

Offerors should be aware that the terms of the contract awarded pursuant to the RFP are public information. During the RFP submission and evaluation process, all proposals will be held in confidence and will not be revealed to or discussed with competitors, unless disclosure is required to be made by law or by court ruling. The Organization may use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this provision.

IX. SUBMITTAL PROCESS AND INFORMATION

One (1) hard copy original (marked ORIGINAL) and one **(1) electronic copy** of the proposal in PDF-format shall be submitted. Facsimile copies will not be accepted. The Organization will accept proposals until 2:00 p.m. on February 25, 2025, email to djankosky@hrtac.org or delivered to:

Danetta Jankosky
Procurement Officer
Hampton Roads Transportation Accountability Commission
723 Woodlake Drive
Chesapeake, VA 23320

Offerors that submit a response to this RFP may be required to make an oral presentation of their proposal with participation by key personnel. The Organization reserves the right to request clarification of information submitted. Failure to provide this additional information within a reasonable time period, as specified by the Organization, shall be reason for the Offeror's proposal to be considered non-responsive. These oral presentations usually take the form of a presentation by the Offeror, then a period of Q&A by the Evaluation Committee.

The Organization 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 are final and may not be withdrawn.

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

The right is reserved, as the interests of the Organization 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. 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 in the Regional Building by the designated date and time (see Section IV). Proposals received after the date and time designated will be disqualified and will not be considered. The Organization is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the Offeror to ensure that its proposal reaches the Organization 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 prior to the date and time specified for receipt of proposals** by requesting such withdrawal in writing before the time set for receiving proposals. Telephonic communications for withdrawal shall not be accepted.

Any Offeror may modify their proposal by email communication at any time, provided such communication is received by the Organization prior to the due date of proposals. The communication should not reveal the proposal price but should provide the addition or subtraction or other modification. If written confirmation is not received within two days after the fax, no consideration will be given to the facsimile modification.

Proposal Acceptance Period: Any proposal in response to this solicitation shall be valid for one hundred twenty (120) days. At the end of the 120 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.

Trade secrets or proprietary information must be submitted in a separate package by an Offeror in response to this Request for Proposal and 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). **NOTE: The entire proposal CANNOT be considered proprietary. Please reference Form 8 when replying to this section.**

X. SELECTION CRITERIA

An Evaluation Committee composed of representatives of the Organization will evaluate each proposal received and submit a recommendation to the Procurement Office. The Evaluation Committee will evaluate each proposal pursuant to the Organization's standard procedures for procurement through competitive negotiation. Selection will be made on the basis of the following factors and the results of any Oral Presentations, if presentations are scheduled (see Section IV). All factors will be scored solely on the Committee's evaluation.

- A. Evaluation of Proposals: The following evaluation criteria will be used to select the top proposal(s). If only one stands out, staff will begin negotiations with that Offeror. Should more than one stand out, the Offerors of the top proposals will be contacted for oral presentations. The Evaluation Committee will determine the final rankings following the Oral Presentations, and the top ranked firm will be contacted, and negotiations will begin. Should those negotiations fail, the second highest ranked firm will be contacted for negotiations to begin, and so forth until negotiations have been finalized.

<u>Factor</u>	<u>Point Value</u>
Technical Expertise/Qualification of Staff	25
Experience working with Local Governmental Entities	10
Experience with Help Desk Support	25
Service Approach and Methodology	15
Training Methods	5
Price	15
DBE/SWaM	5
Total	100%

- B. After the Evaluation Committee's initial evaluation of the proposals, the Committee may hold interviews with the top ranked Offerors. Offerors selected for an interview will be contacted at least two days before the Oral Presentation date noted in Section IV. Each Offeror's presentation shall be limited to not more than 20 minutes. Any area of specific concern will be identified before the interview. The Organization reserves the right to select a proposal based both on written proposals and the Oral Presentations, if scheduled (see Section IV).

XI. AWARD OF CONTRACT

- A. Selection shall be made of one or more reasonable and responsive Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated. The evaluation criteria and Oral Presentations could both factor into this selection. Negotiations shall then be conducted with the highest ranked Offeror first and proceed until finalized. After evaluations have been completed, the Evaluation Committee shall recommend for contract award the Offeror that, in the Committee's opinion, made the best proposal. Should the Committee determine, in writing, that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.
- B. The Organization reserves the right to reject any and all proposals and waive any and all informalities and the right to disregard all non-conforming or conditional proposals or counter proposals. The Organization reserves the right to reject any proposals if investigation of such Offerors fails to satisfy the Organization that such Offeror is properly qualified to carry out the obligations and to complete the work contemplated by the contract documents.
- C. The Organization may cancel this Request for Proposals at any time prior to an award and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.
- D. The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate "Exceptions to RFP" section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the contract shall prevail. Please identify any "Exceptions to RFP." In the case of any conflict between the proposal and any other contract documents, the contract shall take precedence.
- E. Any and all proposals will be rejected if there is reason to believe that collusion exists among the Offerors. The signature on the face of the proposal certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person also submitting a proposal for the same services and is in all respects fair and without collusion or fraud. Collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law and can result in fines, prison sentences, and civil damage awards. Offeror's signatory agrees to abide by all conditions of this proposal and certifies that he/she is authorized to sign the proposal.

XII. PRICING SCHEDULE:

Proposals shall provide pricing based on the requirements and terms set forth in the RFP. Pricing shall be all-inclusive covering every aspect of the contract. No additional fees shall be added unless authorized by the Organization.

**APPENDIX A
SECTION I**

**REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL 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 FORMS AND TERMS AND CONDITIONS FOR RFPs
- I. CLARIFICATION OF TERMS
- J. PAYMENT
- K. PRECEDENCE OF TERMS
- L. QUALIFICATIONS OF 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. DRUG-FREE WORKPLACE
- U. NONDISCRIMINATION OF CONTRACTORS
- V. TERMINATION OF CONTRACT
- W. COOPERATIVE PROCUREMENT
- X. LITIGATIONS WITH THE HRTAC
- Y. PRIOR DEFAULTED CONTRACTS
- Z. CRIMINAL CONVICTIONS
- AA. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA

- 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 the contract in their entirety. The procedure for filing contractual claims is in Section 7.19 of the *Vendors' Manual*. A copy of the manual is normally available for review in the Procurement Officer's office and is accessible on the Internet at: <https://dgs.virginia.gov/procurement/policy-consulting--review/policy/> under "Vendors Manual."
- 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 contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the HRTAC 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 Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same

rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, Section 2.2-4343.1E).

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

1. During the performance of the contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisement for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, offerors certify that they do not and will not during the performance of the 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 contractor conveys, sells, assigns, and transfers to the HRTAC 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 HRTAC under said contract.
- H. **MANDATORY USE OF FORMS AND TERMS AND CONDITIONS FOR RFPs**: Failure to submit a proposal on the official forms 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 HRTAC 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 designated HRTAC representative

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:**
Payment of all fees charged as a result of services involved will be made as prescribed by industry standards.
- 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 HRTAC 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 HRTAC all such information and data for this purpose as may be requested. The HRTAC reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The HRTAC further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the HRTAC 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 HRTAC 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 HRTAC.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Finance Committee Chair may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as a result of such order and shall give the HRTAC a credit for any resulting savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing, or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Procurement Officer's right to audit the contractor's records and/or to determine the correct number of units independently, or
 - c. If the parties fail to agree on an amount of an adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of the 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 the contract shall excuse the contractor from promptly complying with the changes ordered by the Finance Committee Chair 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 HRTAC, 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 the HRTAC may have.
- Q. **TAXES:** Sales to the HRTAC 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 the contract shall usually be free of Federal excise and transportation taxes. The HRTAC's excise tax exemption registration number is: 47-1742163.
- 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 the contract is canceled by the insurance company or lapses due to no fault of the Contractor, the Contractor shall provide the HRTAC with not less than thirty (30) calendar days prior written notice that said insurance policy is to lapse or will be canceled due to no fault of the Contractor and restore said insurance policy with the same insurance company or obtain a replacement insurance policy that satisfies the insurance obligations required by the contract within thirty (30) calendar days from the date of any notice to the Contractor that its insurance policy has been canceled or lapsed.

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability - \$100,000.
3. 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*).
4. Professional Liability Insurance: The Contractor shall maintain, during the life of the contract, such Professional Liability Insurance, *including Bodily Injury and Property Damage if excluded in Commercial General Liability coverage required above*, as to protect the Contractor, the Contractor staff, or by any subcontractor or anyone directly or indirectly employed by either of them against claims for damages, including protection of the owner (HRTAC). The minimum acceptable limits of liability to be provided by such Professional Liability Insurance shall be as follows:
 - (1). \$1,000,000 each incident
 - (2). \$2,000,000 aggregate

NOTE: If a contractor for professional services states there is property damage and bodily injury coverage equivalent to the 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 as a result of this solicitation, the Procurement Officer will publicly post such notice on the HRTAC website: <http://www.hrtac.org/> for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of the contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of the contract on the basis of race, religion, color, sex, national origin, age, disability, or being a faith-based organization. If the award of the contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to the 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 HRTAC 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.
- V. **TERMINATION OF CONTRACT:** The HRTAC 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 cause or convenience.

Termination for Cause: If the Contractor should breach the contract or fail to perform the services required by the contract, the HRTAC 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 HRTAC, the contract may be terminated by the HRTAC at any time thereafter upon written notice to the Contractor or, as an alternative, the HRTAC may give such extension of time to remedy the breach as the HRTAC determines to be in its best interest. The HRTAC's forbearance in not terminating the contract for a breach of contract shall not constitute a waiver of the claim by the HRTAC 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 HRTAC will use the address provided to the HRTAC in bids or proposals. It shall be the contractor's responsibility to notify the HRTAC in writing within 10 days of knowing a change of address. The written notice shall include the HRTAC'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 the contract for cause, the HRTAC reserves the right, in its sole discretion, to terminate for cause any other open contract the Contractor has with the HRTAC.

Termination for Convenience: The contract may be terminated by the HRTAC in whole or in part for the convenience of the HRTAC 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 and to the extent specified in the notice of termination.

If the contract is terminated in whole or in part for the convenience of the HRTAC, 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 that were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of the HRTAC for delivery to the HRTAC of all products or 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 HRTAC 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 HRTAC 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 HRTAC. Said fees which have been earned shall be billed to the HRTAC in accordance with the normal billing process, but in no case later than sixty (60) days after the last work is performed. Any termination by the HRTAC 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 HRTAC.

- W. **COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the HRTAC and upon mutual agreement of the Contractor. Such modification shall name the specific public body added or deleted and the effective date. The Contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification. The successful vendor/contractor shall deal directly with each public agency or body in regard to order placement, delivery, invoicing and payment.
- X. **LITIGATION WITH HRTAC:** The HRTAC in its sole discretion may choose not to make an award to an offeror who is in litigation with the HRTAC 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 HRTAC at the time of the proposal evaluation.
- Y. **PRIOR DEFAULTED CONTRACTS:** The HRTAC in its sole discretion may choose not to make an award to an offeror who has previously defaulted on a contract with the HRTAC. This provision also applies if any parent company, principal, officer, or wholly owned subsidiary of the offeror has previously defaulted on a contract with the HRTAC.
- Z. **CRIMINAL CONVICTIONS:** The HRTAC 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.

AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH OF VIRGINIA:** A contractor organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as limited liability partnership shall be authorized to transact business in the Commonwealth of Virginia 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 A
SECTION II

**SPECIAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES**

- A. ADVERTISING
- B. AUDIT
- C. AVAILABILITY OF FUNDS
- D. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION
- E. CONTINUITY OF SERVICES
- F. IDENTIFICATION OF BID/PROPOSAL ENVELOPE
- G. INDEFINITE DELIVERY/INDEFINITE QUANTITY
- H. DBE's SUBCONTRACTING AND REPORTING
- I. PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES
- J. PROPOSAL ACCEPTANCE PERIOD
- K. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

- A. **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 HRTAC 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 HRTAC or any of its departments has purchased or uses its services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by the HRTAC, whichever is sooner. The HRTAC shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the HRTAC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the contract.
- D. **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 the contract, and shall not be divulged without the individual's and the HRTAC's written consent and only in accordance with federal, state and city 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 HRTAC of any breach or suspected breach in the security of such information. Contractors shall allow the HRTAC 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.
- E. **CONTINUITY OF SERVICES:**
 - a. The contractor recognizes that the services under the contract are vital to the HRTAC and must be continued without interruption and that, upon contract expiration, a successor, either the HRTAC or another contractor, may continue them. The contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- ii. To make all HRTAC 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.
 - iii. That the Finance Committee Chair 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 the 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 rata portion of the fee (profit) under the contract. All phase-in/phase-out work fees must be approved by the HRTAC Chair in writing prior to commencement of said work.

F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP Number	
_____	_____	
City, State Zip Code	RFP Title	
_____	_____	

Name of Contact/Purchase Officer or Buyer: _____

The envelope should be addressed as directed on Page 1 of this solicitation.

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

G. **INDEFINITE DELIVERY/INDEFINITE QUANTITY:** This is an indefinite delivery/indefinite quantity contract for the services specified and effective for the period stated. The HRTAC shall order the services specified in the price schedule and the Contractor shall furnish them when ordered.

The Contractor shall complete any order issued during the effective period of the contract and not completed within the contract period within the time specified in the order. The contract shall govern the Contractor's and the HRTAC's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any delivery under the contract after 30 days of the expiration of the contract.

H. **DISADVANTAGED BUSINESS ENTERPRISES (DBEs) 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 Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* and in accordance

with *Title VI of the Civil Rights Act of 1964, 78 stat. 252, 42 U.S.C. 2000-2004d-4*. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the Procurement Officer the following information: Name of Firm, Certification Number, Phone Number, Total Dollar Amount subcontracted, and Type of product/service provided. A list of Virginia certified DBE firms can be located at: <http://www.dmbv.virginia.gov/> under the *DBE Directory of Certified Vendors*.

- I. **PROJECTED REQUIREMENTS/ESTIMATED QUANTITIES**: As requirements arise for specific staffing covered herein, the authorized individuals shall place orders. The position titles specified in this solicitation are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual staffing that will be ordered since the actual staffing will depend upon requirements that develop during the contract period.
- J. **PROPOSAL ACCEPTANCE PERIOD**: Any proposal in response to this solicitation shall be valid for 90 days. At the end of the ninety (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.
- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to *Code of Virginia* Section 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)

APPENDIX B

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:	State Corporation Commission Identification Number
Form 8:	Proprietary Information
Form 9:	References
Form 10:	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: _____
_____ Zip Code: _____	(Please Print)
	Title: _____
FEI/FINT No.: _____	Phone: _____ Fax: _____
Email: _____	Website: _____

CONTACT INFORMATION *(if differs from above)*:

Name: _____	Email: _____
Title: _____	Office Phone: _____
Address: _____	Mobile Phone: _____
_____	Fax: _____

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 Organization requires that any person or entity doing business with the Organization, including its boards and commissions, shall include a sworn certification by the Contractor or Vendor 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 Organization 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 Contractor or Vendor:

(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 Contractor/Vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the Contractor's/Vendor'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 Contractor/Vendor 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 Organization 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 Organization 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 Organization 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.

VENDOR CERTIFICATION VERIFICATION FORM

Vendor Name: _____

Vendor Address: _____

Contact Person: _____ Title: _____

E-mail Address: _____ Phone: _____

Vendor Fax: _____

CERTIFICATIONS

DBE CERTIFICATION ☐ CERTIFICATION #: _____

NAICS CODE: _____ CERTIFYING AGENCY: _____

DESCRIPTION: _____

SWaM CERTIFICATION ☐ CERTIFICATION #: _____ SWaM TYPE _____

SERVICE DISABLED VET ☐ CERTIFICATION #: _____ DATE _____

EXP DATE: _____ CERTIFYING AGENCY: _____

MINORITY INDICATOR

- | | | |
|---|--|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Asian Indian | <input type="checkbox"/> Asian Pacific |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Native American | |
| <input type="checkbox"/> Non-Minority Woman | | |

FORM 7

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 8

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 9

REFERENCES

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phon

e

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phon

e

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phon

e

Years in Relationship: _____

FORM 9 (continued)

REFERENCES (continued)

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Years in Relationship: _____

Name of Firm:

Address:

Contact:

Name:

Title:

Email:

Phone

Years in Relationship: _____

FORM 10
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 of 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 states, 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 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 be 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, 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 1A

Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix A

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.

Attachment 1B

Nondiscrimination Contractor/Contractor/Supplier Agreement: USDOT 1050.2A – Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et. seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et. seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et. seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (79 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

Attachment 2
SCOPE OF WORK

Request for Proposal No IT-RFP-2025-01
IT Managed Services

The successful vendor will provide the Organization with all the following services. The vendor shall not subcontract any portion of the services to be performed under the contract without the prior written agreement of the Organization.

Vendor shall perform the Scope of Work as outlined in the RFP, which will be integrated into the final contract. The Scope of Work shall not be deemed to be all-inclusive and may be changed from time to time to meet the needs of the Organization.

Assessment:

Compile/update inventory of all information technology related assets, assess system assets and make recommendations for improving the Organization-wide IT system performance.

- a. An IT Assessment needs to include a comprehensive inventory of assets.
- b. The Assessment needs to highlight deficiencies in the Organization's current IT infrastructure and management. Recommendations should be made as part of the assessment to include hardware, software, on-site assistance requirements, employee training and policy improvements.

Implementation:

Implement the approved recommendations of this Assessment, with an emphasis on identifying the most cost-effective approach which meets the technological needs of the Organization.

Provide IT managed services to the Organization before, during and after the development of the strategic plan.

Help Desk Support:

Manage, monitor, and track all support related issues and provide monthly updates to the Organization of significant support patterns or issues. Online ticket submission, commenting, and tracking must be provided as well as the ability for staff to call-in for support. The Vendor should maintain historical support data which should be available by user or issue type to efficiently address repeat or similar issues. Remote support and on-site support must be provided during business hours as requested or necessary. 24x7x365 support must be available for significant issues.

Desktop Support:

Work closely with the Organization's IT Manager to perform basic support functions including installing and maintaining the functionality of PCs, monitors, laptops, printers, and software; diagnosing and correcting desktop application problems, configuring laptops, tablets, and desktops (or equivalent) for standard applications and identifying and correcting hardware problems, performing advanced troubleshooting, and when requested by designated Organization personnel, provide assistance with software and hardware purchases.

Support, Management & Monitoring of Servers and Infrastructure:

Provide 24x7x365 monitoring and alerting, Software patching and updates (including Windows, BMS, etc.), remote and onsite remediation for all server/infrastructure related issues as necessary. Ensure scheduled preventative maintenance for equipment is promptly performed, develop and test back-up and disaster recovery plans and procedure

documentation. Set up new users and edit or remove existing users when requested, thus managing the computer network and associated hardware, software, communications, and operating system necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Install new servers, software and hardware and transfer data when acquired.

The successful vendor should demonstrate experience managing IT networks that support this type of environment.

Support Services Response:

Support personnel needs to be available to meet all the needs associated with the parameters outlined in this request. In the event a problem needs to be escalated, a prescribed escalation process must be in place along with a time frame for resolving issues. Any service issue that needs to be escalated to the Organization must be started promptly and must be completed within a time discussed between the vendor and the Organization in compliance with the service level agreement (SLA) to the satisfaction and approval of the Organization. Statistical measures and approaches for performance evaluation should be included. The proposal must include a detailed response time for each type of service issue.

After Hours and Emergency Services:

Provide technical, communication, and IT support services in the event of emergency situations or outside of normal business hours, 24x7x365. The proposal should clearly outline how various levels of support are defined, and how the vendor handles a situation in which multiple customers are affected by the same emergency, whether it is geographic, technical, or another challenge or issue.

Security:

Maintenance of virus detection programs on the Organization servers, email and all other Organization computers and laptops. Review and enhance the security of the Organization's network and wireless devices. Perform security audits, security and threat assessment as requested and notify Organization personnel immediately of suspected breaches of security or intrusion detection. Reduce the amount of spam and phishing emails received by Organization employees.

Develop and implement a method to track and identify IT assets by location or user, and the characteristics of each device. Devices should be physically tagged to match their electronic record. This should be updated whenever a new device is added or removed.

Software/Third-Party Applications Services:

Includes oversight, management and support of the Organization's software; oversight, management and supervision of third-party desktop, server, and web-based applications and act as the Organization's representative when dealing with third party application support, as directed. Vendor will review invoices as requested for verification of services.

Strategic Planning and Budgeting:

Provide technical and organizational leadership for technology issues. Make recommendations for future purchasing and technology needs for the Organization and specific departments as needed and during the annual budget preparation process. Provide recommendations and quotes for the replacement of organizational computers as requested. Provide recommendations for potential savings in IT related matters. Coordinate all IT and Communication related support.

Organization's IT Liaison/Representative:

The vendor should provide a primary point of contact within the company, recognizing that other vendor employees may work on specific issues or projects. The primary point of contact will act as the Organization's

liaison/representative for all IT related matters with other vendors and Organization departments under the scope of the Agreement. The vendor will be available for any meetings as directed by the Executive Director.

Additional information:

Assessment Summary

Domain	
Domain Controllers	1
Number of Organizational Units	1
Users	
# Enabled	8
Last Login within 30 days	8
Last Login older than 30 days	0
# Disabled	0
Last Login within 30 days	0
Last Login older than 30 days	0
Security Group	
Groups with Users	0
# Total Groups	0
Computers in Domain	
Total Computers	11
Last Login within 30 days	6
Last Login older than 30 days	5