



UNSEALED REQUEST FOR PROPOSALS (URFP)
(SET ASIDE FOR SMALL BUSINESSES)

URFP #: 21-01-CP-URFP

Issue Date: May 14, 2021
Title: Virginia Clean Water Financing and Assistance Program Comprehensive Marketing and Implementation Plan Development and Ongoing Support
Commodity Code: 91800; 91843; 91876; 96153;
Issuing Agency: Commonwealth of Virginia
Department of Environmental Quality
Attn: Carol Papazian, Procurement Manager
P. O. Box 1105
Richmond, VA 23218
Using Agency And/Or Location: Department of Environmental Quality
Where Work Will Be Performed: Statewide
Initial Period Of Contract: Through Completion of the Initial Project, with One (1), One (1) Year Renewal Option for Ongoing Support

Unsealed Proposals Will Be Received Until 2:00 P.M. Est. on June 3, 2021 For Furnishing The Goods/Services Described Herein it is the responsibility of the Offeror to ensure proposals are delivered by one (1) of the methods specified below, by the specified date and time. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED. (Note: There is no "Public Bid Opening"; the date referenced in the VBO refers to the due date/time for the unsealed proposals).

All Inquiries For Information Should Be Directed To: Carol Papazian, Procurement Manager, Phone: (804) 698-4335 or E-mail: carol.papazian@deq.virginia.gov

PROPOSALS MAY BE E-MAILED (PREFERRED), MAILED OR HAND DELIVERED: E-MAIL: carol.papazian@deq.virginia.gov; FAX: (804) 698-4178. IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE DELIVERED BY COURIER OR HAND DELIVERED, DELIVER TO: 14th Floor Receptionist Desk, Department of Environmental Quality, Attn: Carol Papazian, Procurement Manager, 1111 East Main Street, Suite 1400 (Area Number 1404), Richmond, VA, 23219

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

Name And Address Of Firm:
Date:
By: (Signature In Ink)
Name: (Please Print)
Title:
Telephone Number:
eVA Vendor ID or DUNS Number:
Fax Number:
E-mail Address:
Zip Code:

PREPROPOSAL CONFERENCE: An optional preproposal conference will be held at 10:00 AM on May 25, 2021 (Refer to Section VIII herein).

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph A.(5) in General Terms and Conditions 3. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

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**I. PURPOSE:**

The intent and purpose of this Unsealed Request for Proposals (URFP) is to solicit unsealed proposals to establish a contract through competitive negotiation with a qualified source that can complete the “Initial Project – Comprehensive Marketing and Implementation Plan” (“Initial Project”) and “Ongoing Support for Comprehensive Marketing Plan Implementation” (“Ongoing Support”), as specified herein, for the Department of Environmental Quality, an agency of the Commonwealth of Virginia, hereinafter referred to as “DEQ.”

The contract period for the Initial Project shall terminate upon project completion, .

**II. OPTIONAL USE CONTRACT (Ongoing Support for Comprehensive Marketing Plan Implementation):**

The resulting contract will be an optional use, requirements based contract. The DEQ is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by the DEQ.

**III. BACKGROUND:**

The mission statement of the Virginia DEQ’s Clean Water Financing and Assistance Program (“CWFAP” / “Program”) is to protect and enhance water quality by providing flexible funding solutions and assistance to localities, organizations, and citizens of the Commonwealth. The Virginia CWFAP provides low-interest loans and grants to local governments for the planning, design and construction of wastewater and stormwater treatment facilities and implementation of nonpoint source pollution control. Over the years, the scope of activities under the Virginia CWFAP has expanded to include programs that provide low interest loans related to agricultural and other nonpoint source water quality issues. The following loan and grant programs are now operating within the Virginia CWFAP:

- Clean Water Revolving Loan Fund (CWRLF)
  - Wastewater Loan Program
  - Agricultural BMP Loan Program
  - Brownfield Remediation Loan Program
  - Land Conservation Loan Program
  - Stormwater Loan Program
  - Living Shorelines Loan Program
  - On-site Loan Program (projected restart in 2022)
- Water Quality Improvement Fund (WQIF)
- Stormwater Local Assistance Fund (SLAF)

A Clean Water Revolving Loan Fund (CWRLF) survey was performed in 2019 and resulted in substantial insights into stakeholder views on CWRLF financing.

Recognizing that there exists a need and an opportunity to further protect and enhance water quality through growing participation in the CWFAP program; and, in accordance with its mission, the program seeks to develop and implement a comprehensive yet sustainable marketing plan.

**IV. STATEMENT OF NEEDS:**

**A. Definitions – for the purpose of this URFP, the following definitions should apply to Section IV:**

1. DEQ: Includes, as applicable, agency representatives and/or the DEQ Contract Administrator (or designee).
2. Initial Project Completion: DEQ’s acceptance of the Marketing Plan and Implementation Plan.

**B. Initial Project / Ongoing Support- at minimum, the Contractor should (“\*shall” as indicated below):**

**1. General Requirements:**

- a. Provide all (as applicable): personnel (i.e. labor and supervision), resources (e.g. subject matter experts, “SMEs”), materials, supplies and incidentals, etc., necessary to complete the “Initial Project – Comprehensive Marketing and Implementation Plan” and to perform the “Ongoing Support – Comprehensive Marketing Plan Implementation” as specified herein, and in response to, this URFP.
- b. Conduct and/or participate in meetings (via video or conference call) with DEQ and/or other entities, upon request by DEQ.
- c. Complete the Initial Project and obtain written DEQ approval by **December 31, 2021**.
- d. Provide “Ongoing Support” during the renewal period, upon request by DEQ.

**2. Initial Project / Comprehensive Marketing and Implementation Plan Requirements – the Contractor should:**

**a. Perception Research:**

- (1) Utilize existing data from the 2019 CWRLF survey to perform in-depth stakeholder discussions to gather views on CWRLF, WQIF, and SLAF funding and potential program improvements;
- (2) Utilize the findings from the Contractor’s discussions with the stakeholders to develop marketing efforts; and
- (3) Document the Contractor’s research results in the Perception Research Deliverable:

**Deliverable: Findings Summary Memo (“Memo”)**

**b. Virtual Marketing Team “Retreat:**

- (1) Facilitate a two (2) – three (3) day virtual marketing team “retreat” for the Contractor’s marketing team, CWFAP staff and management, other DEQ staff, and staff from the Virginia Resources Authority (VRA), as needed; the retreat should include the following components:
  - (a) Program goal identification;
  - (b) Action items to accomplish goals;
  - (c) Outreach needed to achieve goals;
  - (d) Goal prioritization; and
  - (e) Staff role identification in achieving goals; and
- (2) Document the results from the retreat in the Retreat Report Deliverable:

**Deliverable: Marketing Retreat Report (“Report”)**

**c. Comprehensive Marketing and Implementation Plan:**

- (1) Use the information gathered during the Perception Research and Virtual Marketing Team Retreat, as well as best practices from State Revolving Fund (SRF) programs and the financing and environmental industries, to create a CWFAP comprehensive marketing plan, which should include:
  - (a) A monthly/bimonthly template, customized for Virginia’s goals, for marketing activities and goals to be carried out for the next five (5) years;
  - (b) Staff roles and activities in carrying out the marketing activities; and
  - (c) A list of marketing activities and solutions to reach target stakeholders based on the findings from Perception Research and Virtual Marketing Team Retreat (e.g., videos, copy for newsletters, tracking systems, creative financing options); and
- (2) Create an implementation plan and priority list for implementing the recommended marketing activities.

**Deliverable: Detailed Comprehensive Marketing and Implementation Plan (“Plan”)**

**3. Ongoing Support for Comprehensive Marketing Plan Implementation (Upon s Request by DEQ):**

**a. Services:**

- (1) Assist DEQ in developing marketing materials, implementing key marketing activities, identifying and reaching out to key partners, and fulfilling other tasks in the marketing plan; and/or
- (2) Assist DEQ with implementing the marketing and outreach priorities; and provide coordination support to keep progress on track.

**b. Pricing:**

**a. Hourly Rate Requirements – the hourly rate(s):**

- (1) \*Shall be in accordance with the hourly rate identified on “**ATTACHMENT D,**” the “**PRICE SCHEDULE**”; and
- (2) Should be inclusive of ALL costs associated with performing “Ongoing Services”; extra charges will not be allowed.

**c. Quote Requirements:**

- (1) The Contractor should submit a written quote to the DEQ Contractor Administrator (or his / her designee) that identifies the specific “Ongoing Services” to be performed; and the:
  - (a) Applicable contract job classification(s);
  - (b) Applicable contract hourly rate per job classification (refer to “**ATTACHMENT D,**” the “**PRICE SCHEDULE**”);
  - (c) Total number of hours per job classification;
  - (d) Total fixed price for completing the work; and the
  - (e) Work “start” and “completion” dates / timeframes; and
- (2) The terms and conditions of **RFP #: 21-01-CP-URFP** should supersede any terms and conditions that may be included with, attached to, or incorporated by reference in, the Contractor’s quote for such services.

Note: If the DEQ determines that the quoted price is not fair and reasonable, the DEQ, in its sole discretion, may request the Contractor to reevaluate the price. If the revised price is determined, by the DEQ in its sole discretion, not to be fair and reasonable, the DEQ reserves the right to obtain additional quotes from other vendors.

**(3) Prior Authorization – the Contractor \*shall:**

- (a) Obtain written authorization to proceed from DEQ, **prior** to performing any “Ongoing Services”.

**(b) Not exceed the total fixed price without prior written approval from DEQ.**

**d. Invoicing Requirements:** In the event, at the time the Contractor is to provide / perform the quoted services, the Contractor is unable to furnish the job classification quoted for the service, the Contractor should invoice the DEQ based upon the contract hourly rate for the job classification identified in the Contractor’s quote (e.g. if the Contractor submitted the quote based upon a “Implementation Support” position and must use a “Project Manager” to perform the work because the Contractor did not have sufficient Implementation Support personnel available, the Contractor should invoice the DEQ at the contract hourly rate for the “Implementation Support” job classification), or invoice based upon the classification with the lowest hourly rate (e.g. if the Contractor submitted the quote based upon a “Project Manager” and must use a “Researcher” to perform the work because the “Project Manager” was not available, and the “Researcher” position has a lower contract hourly rate, the Contractor should invoice DEQ at the contract hourly rate for the “Researcher”).

**Deliverable: Ongoing Support and Marketing Products Report (“Report”)**

4. **Reporting** - Submit (electronically via E-mail):
- a. **Initial Project / Comprehensive Marketing and Implementation Plan:**
- (1) **Progress Reports:** In a format and on a frequency mutually established by the Contractor and DEQ.
- (2) **Perception Research Deliverable - Findings Summary Memo (“Memo”):** In a format mutually established by the Contractor and DEQ, within **three (3) months** of the effective date of the contract; the Memo should be a summary of the research methodology and perception research from **Section IV.B.2(a) (“Perception Research”)**, and should:
- (a) Assess (based upon the Contractor’s review of the marketing plan and ongoing implementation support strategies of other state revolving loan funds and the results of the interviews conducted with both the external constituents and key DEQ staff) the strengths, weaknesses, opportunities and challenges for the DEQ CWFAP program areas;
- (b) Summarize the challenges for each DEQ CWFAP program area, summarize the recommendations for the CWFAP Comprehensive Marketing and Implementation Plan and presents alternatives and a recommended path to successful development of a Comprehensive Marketing and Implementation Plan for the CWFAP, based upon the information obtained through the interview process and research; and
- (c) Summarize and present options, to include, but not limited to:
- (1) A detailed narrative that explains:
- a) The research conducted for the Comprehensive Marketing and Implementation Plan;
- b) How the research was conducted; and which
- c) Identifies the external constituents and CWFAP program areas included in the research (the names of the representatives interviewed should **not** be included); and
- (2) Recommendations for:
- a) Developing internal CWFAP guidance for the program areas; and for
- b) Improving/enhancing DEQ’s marketing and outreach efforts with stakeholders.
- (3) **Virtual Marketing Team “Retreat” Deliverable - Marketing Retreat Report (“Report”):** At least one (1) draft of the Report to DEQ for review and comment, within **three (3) months** of the effective date of the contract; the Report should:
- (a) Identify the Retreat attendees;
- (b) Explain the methodology; and
- (c) Document and summarize the results of the:
- (i) Program goal identification;
- (ii) Action items to accomplish goals;
- (iii) Outreach needed to achieve goals;
- (iv) Goal prioritization; and
- (v) Staff role identification in achieving goals.
- (4) **Comprehensive Marketing and Implementation Plan Deliverable – Detailed Comprehensive Marketing and Implementation Plan (“Plan”):**  
The Plan to DEQ **within 10 business days** of receiving DEQ’s comments about the draft **Marketing Retreat Report**; and submit the final Plan to DEQ by **December 31, 2021**. The Plan should use the information gathered during the retreat and the research; and include a:
- (a) Marketing Plan – to include:

- (i) A five (5) year monthly/bimonthly template for marketing activities and goals customized for the Virginia CWFAP;
  - (ii) Staff roles and activities in carrying out the marketing activities; and
  - (iii) A curated list of impactful and wide-ranging marketing activities and creative outreach solutions to reach target stakeholders.
- (b) Implementation Plan and priority list for implementing the recommended marketing activities; the Plan should identify the priority list, the staff roles and activities, and a milestone table for completing the implementation activities.
- b. Ongoing Support / Comprehensive Marketing Plan Implementation (As Applicable):**
- (1) Ongoing Support and Marketing Products Report:** In a format and on a frequency mutually established by the Contractor and DEQ; the Report should be a summary of the ongoing support services and marketing products developed.

**C. Ownership:**

- a. All documentation (to include, but not limited to: files, records, data, and related records) that is collected, stored, generated, maintained, or transmitted during the performance of this contract, are the property of DEQ. The Contractor shall immediately relinquish the documentation upon request by DEQ, or at the end of the contract term. The Contractor shall have no rights, unless specifically granted to the Contractor by DEQ in writing, to any such documentation collected, stored, generated, maintained, or transmitted as part of this contract.
- b. All logos, trademarks, papers, reports, creations, or inventions created or developed in the performance of this contract, to include all data, documents, forms, materials, etc., shall become the sole property of DEQ.

Upon request by DEQ, the Contractor should promptly provide an acknowledgment or assignment in a tangible form satisfactory to DEQ, to evidence DEQ's sole ownership of the specifically identified intellectual property created or developed in the performance of the contract.

- c. All copyright and patent rights to all existing DEQ logos, trademarks, papers, reports, forms, etc., and all data, documents, forms, materials, etc., originated and furnished by DEQ shall remain the sole property of DEQ.

**D. Contractor Personnel – at minimum, the Contractor should:**

- 1. Qualification Requirements – the Contractor should:
  - a. Have significant experience performing the marketing and implementation plan services, and the ongoing support services, as specified herein this URFP.
  - b. Perform all work associated with the marketing and implementation plan services and the ongoing support services, only with personnel who are thoroughly qualified, trained and experienced, to perform the work in this subject area.
- 2. Staffing: Ensure that sufficient personnel are available to perform the marketing and implementation plan services and the ongoing support services (e.g. research personnel, interview personnel; Plan development personnel).
- 3. Project Manager: Assign a Project Manager to the DEQ project; the Project Manager should:
  - a. Direct all tasks / work provided under this contract;
  - b. Be available via telephone and E-mail during normal business hours (defined as Monday through Friday, 8:00 AM to 5:00 PM EST (excluding Virginia State holidays);
  - c. Conduct and/or participate in project meetings (via video or conference call, as mutually determined by the Contractor and DEQ) with DEQ and/or other entities, upon request by DEQ;
  - d. Submit the deliverables to the DEQ Contract Administrator (or designee); and

- e. Assist the DEQ Contract Administrator (or designee) with facilitating contract issues, etc.

In the event there are any changes to the Project Manager's contact information, the Contractor should provide the DEQ Contract Administrator (or designee) with the updated information by the time the changes are effective.

4. Assigned Personnel: DEQ reserves the right to observe the Contractor's personnel at any time, while services are being performed. If, in the sole opinion of DEQ, an employee of the Contractor is determined not to be qualified, competent, or acceptable for any other reason, the Contractor should not assign that individual for further service for DEQ.

**E. DEQ Responsibilities** – DEQ will coordinate any stakeholder group (*excluding* the external constituents specified in **Section IV.B.2**) meetings and communication.

**V. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

**A. GENERAL INSTRUCTIONS:**

1. URFP Response: In order to be considered for selection, Offerors must submit a complete response to this URFP.
2. The version of the solicitation issued by DEQ, as amended by any addenda, is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by DEQ unless accepted in writing by DEQ. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, DEQ reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by DEQ.
3. Communications regarding this Unsealed Request for Proposals (URFP) shall be formal from the date of issue for this URFP, until either a Contractor has been selected or the DEQ rejects all proposals. Formal communications shall be directed to the DEQ Office of Procurement Services (OPS). Informal communications including but not limited to, request for information, comments or speculations, regarding this URFP to any DEQ employee other than an Office of Procurement Services representative may result in the offending Offeror's proposal being rejected.
4. Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All information requested by this Unsealed Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the issuing agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the URFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the URFP, ***to include the same "TAB" headings.*** All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of



the corresponding section of the URFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the URFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the URFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the URFP 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 URFP requirements are specifically addressed.

- d. As used in this URFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the URFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the URFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. **If applicable, the outside of the proposal must be marked to denote proprietary or trade secret information is contained in the document and written notice of proprietary or trade secret information must be submitted on "ATTACHMENT B." "Proprietary / Trade Secret Information Identification".** In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.**

**E-mail correspondence containing a 'boilerplate' notice stating that the correspondence and/or attached materials is proprietary and/or trade secret information will not be recognized by the Purchasing Agency; Offerors must specifically invoke the protections of § 2.2-4342F of the Code of Virginia and identify the specific proprietary or trade secret information associated with the E-mail and/or attached materials, as instructed above.**

5. **Oral Presentation:** Offerors who submit a proposal in response to this URFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

The DEQ expects Offerors who are invited to give an oral presentation will utilize the person or persons who will be working on the project to make the presentation so quality and experience of the Offeror's staff can be evaluated prior to making selection. Should presentations be required they will be scheduled for specific dates. These dates are critical and alternative dates may not be available.

- B. SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the DEQ may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Return the URFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
  2. A written narrative statement specifically addressing each point under **Section V.B, the "PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS," "TAB 2" through "TAB 5"**:
    - a. Any reference by the Offeror to a supplemental attachment submitted by the Offeror, should identify the title of the supplemental attachment, and the specific page number of a multipage supplemental attachment, on which the response to **"TAB 2" through "TAB 5"** (as applicable) is located (e.g. "refer to pages 1 through 2 of Attachment A - TAB 2.A, Overview").
    - b. Supplemental attachments should identify the title of the attachment, and the specific "TAB" / "TAB" subsection to which the supplemental attachment applies (e.g. "Attachment A - Capacity" / "TAB 2.B").

**TAB 1      Signed URFP coversheet and signed addenda (as applicable).**

**TAB 2      Company Information:**

- A. Overview: Submit a brief history and description of your company's operations, to include the following information:
  1. The scope and nature of your company;
  2. Years of operation;
  3. The organizational structure of your company, etc.; and
  4. The link to your company's website.
- B. Capacity:
  1. Describe the size of your company.
  2. Identify the number of full-time researchers, interviewers and plan developers typically employed.
  3. Identify:
    - a. Your company's typical annual "sales" (i.e. dollar volume of workload) volume for comprehensive marketing, and implementation plan services, and ongoing support projects.
    - b. What size business account the DEQ would represent in terms of your company's typical annual "sales" (i.e. dollar volume of workload) volume for comprehensive marketing and implementation plan services and ongoing support projects; for example: "*Out of x many ongoing account relationships, the DEQ would be in the top x %.*"
- C. Offeror Data Sheet (Complete "**ATTACHMENT A**").

**TAB 3      Comprehensive Marketing and Implementation Plan Development and Ongoing Support:**

- A. Overview: Submit a narrative statement in your own words, that:
  1. Describes the scope of the services requested in this URFP;
  2. Demonstrates an in-depth understanding of the:
    - a. Purpose;
    - b. Requirements; and

- c. Deliverables requested in this URFP.
  - 3. Describes your company's knowledge of comprehensive marketing and implementation plan development; and of ongoing implementation support.
  - 4. Identify the type of ongoing support services available to DEQ, for:
    - a. Developing marketing materials, implementing key marketing activities, identifying and reaching out to key partners, and fulfilling other tasks in the Marketing Plan.
    - b. Implementing marketing and outreach priorities and hands-on coordination.
- B. Plan: Describe your company's methodology for / Submit:
  - 1. Identifying and selecting each type of the external constituents to include in the development of the Plan.
  - 2. The proposed project schedule, to include the project deliverables and associated milestone payment (include a schedule document).
  - 3. The project phases - to include:
    - a. DEQ's obligations and associated required resources (to include DEQ personnel resources, information, data, etc.) and the recommended approach for DEQ;
    - b. Coordination with DEQ;
    - c. The number of on-site meetings (at DEQ and/or other entities) included in your company's proposed price;
    - d. The proposed external constituents to be interviewed;
    - e. The type of position classifications / roles of the external constituent representatives to be interviewed;
    - f. The number of interviews to be conducted with external constituents included in your company's proposed price;
    - g. The number of interviews to be conducted with key DEQ staff included in your company's proposed price; and
    - h. The milestones / deliverables per phase and associated timeline.
  - 4. Reporting - to include the:
    - a. Progress Reports - describe the type of content to be included in the Progress Reports your company submits; and the frequency of reporting.
    - b. Marketing Retreat Report - identify the number of drafts included your company's proposed price.
  - 5. Confidentiality - ensuring the confidentiality of the individuals interviewed and of DEQ data / information.
  - 6. Samples - submit the following:
    - a. Progress Report;
    - b. Perception Research Findings Summary Memo;
    - c. Marketing Retreat Report;
    - d. Comprehensive Marketing and Implementation Plan prepared for a governmental entity or private entity (a sample for a governmental entity, particularly for a state Revolving Loan Fund is preferred); and an
    - e. Ongoing Support and Marketing Products Report.

Note: The Offeror may submit a redacted sample, provided sufficient content is available for review.

- C. Sustainability - Provide information to demonstrate the overall environmental impact of your proposed approach; and specifically:
  - 1. Include information on your company's recommendations to reduce the environmental impact and create efficiencies.

2. How your company will utilize technology to facilitate the development, implementation and reporting for the Plan specified herein, **and** in response to, this URFP.

**TAB 4 Contractor Personnel:**

- A. Key Personnel (Research / Interview / Plan Development) - Describe your company's methodology for:
  1. Ensuring that all personnel are capable, qualified, trained and experienced in performing their assigned role(s) for the Plan marketing and implementation services, and ongoing support services, as specified herein this URFP.
- B. Project Manager:
  1. Identify: their name and title; tenure with your company; days / hours of availability; business address; and telephone (toll-free if available) / mobile number; and E-mail address.
  2. Describe their qualifications and their specific work experience in providing the Plan marketing and implementation services, and ongoing support services, as specified herein, **and** in response to, this URFP.
  3. Submit a resume.
  4. Identify the percentage of time this individual will be dedicated to any contract resulting from this URFP.

**TAB 5 Experience and Qualifications:**

Describe your company's specific experience in conducting the Comprehensive Marketing and Implementation Plan and Ongoing Support services specified herein, **and** in response to, this URFP, for governmental and/or private entities; and:

- A. Identify the number of continuous years your:
  1. Company has conducted Comprehensive Marketing and Implementation Plan and Ongoing Support services as specified herein, **and** in response to, this URFP for governmental and/or private entities.
  2. Proposed subcontractors have performed the applicable Comprehensive Marketing and Implementation Plan and Ongoing Support services as specified herein, **and** in response to, this URFP for governmental and/or private entities.
- B. Provide a list of governmental and private entities with which your company currently has a contract to conduct Comprehensive Marketing and Implementation Plan and Ongoing Support services.

**TAB 6 Small Business Subcontracting Plan (Only Applicable to Offerors Not Certified by the Virginia DSBSD as a "Small" Business; Non-Scored):** Summarize the planned utilization of DSBSD-certified small businesses, which include businesses owned by women and minorities, and service disabled veterans when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. (Refer to "**ATTACHMENT C**").

**TAB 7 Proposed Price:** Identify all costs / fees associated with conducting the Comprehensive Marketing and Implementation Plan and Ongoing Support services as specified herein, **and** in response to, this URFP, in accordance with **Section XII**, the "**PRICE SCHEDULE.**"

**TAB 8 Compliance:**

- A. Utilization of the words "**shall**" or "**must**" in the "**STATEMENT OF NEEDS,**" subsection "**IV-A**" through subsection "**IV-D,**" to include (as applicable) any attachment referenced therein, indicates a **mandatory** requirement:

Does / will your company comply with mandatory requirements as **presented** in the "**STATEMENT OF NEEDS,**" subsection "**IV-A**" through

subsection "IV-D," to include (as applicable) any attachment referenced therein?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

- B. Utilization of the word "should" in the "STATEMENT OF NEEDS," subsection "IV-A" through subsection "IV-D," to include (as applicable) any attachment referenced therein, indicates a non-mandatory requirement.

Does / will your company comply with the non-mandatory requirements as presented in the "STATEMENT OF NEEDS," subsection "IV-A" through subsection "IV-D," to include (as applicable) any attachment referenced therein, as a mandatory requirement (i.e. "should" becomes "shall")?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

- C. Does your company accept the terms and conditions as presented in Section VII, "REPORTING AND DELIVERY INSTRUCTIONS," Section IX, the "GENERAL TERMS AND CONDITIONS," in Section X, the "SPECIAL TERMS AND CONDITIONS," in Section XI, the "METHOD OF PAYMENT" and in Section XII, the "PRICE SCHEDULE"?

Yes \_\_\_\_ No \_\_\_\_

If "NO," identify the specific requirement and the reason for non-compliance.

VI. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by DEQ using the following criteria:

	<u>POINT VALUE</u>
1. Approach and ability to provide the services specified in Section IV, the "STATEMENT OF NEEDS" and in response to Section V, the "PROPOSAL PREPARATION and SUBMISSION INSTRUCTIONS," subsection "B," the "SPECIFIC PROPOSAL INSTRUCTIONS," of this URFP	30
2. Experience and qualifications of the Offeror (to include applicable personnel)	50
3. Price	<u>20</u>
TOTAL	100

**B. AWARD OF CONTRACT:** Selection shall be made of two or more DSBSD-certified micro business offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Unsealed Request for Proposals, including price, if so stated in the Unsealed Request for Proposals, provided that the price proposal is up to and including \$10,000. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Unsealed Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one DSBSD-certified micro business offeror is fully qualified, or that one such offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Any award to a DSBSD-certified micro business offeror pursuant to the above process may be made only if the price as negotiated remains under \$10,000. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. If the agency in its sole discretion determines that the above criteria for limiting the negotiation to micro businesses are not present, the agency shall follow the same process as specified above, but restricting the negotiation instead to DSBSD-certified small business offerors, provided that the price proposal is not more than \$100,000. If the agency determines that the above criteria for limiting the negotiation to small businesses are not present, the agency shall follow the same process as specified above, but without restricting the negotiation to small or micro business offerors.

**VII. REPORTING AND DELIVERY INSTRUCTIONS:**

A. Contract Deliverable Reporting: Refer to **Section IV.B.4** of this URFP.

B. **(Only Applicable to Offerors Not Certified by the Virginia DSBSD as a "Small" Business):** Utilization of Small Businesses and Businesses Owned by Women and Minorities: Unless the Contractor is a Department of Small Business and Supplier Diversity (DSBSD) certified small business, the Contractor shall submit **monthly** reports on the involvement of DSBSD certified Small Businesses. (Refer to **Section X.16**, the "**SPECIAL TERMS AND CONDITIONS,**" "**SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING**").

**VIII. OPTIONAL PREPROPOSAL CONFERENCE:**

An optional virtual preproposal conference will be held at **10:00 AM** on **May 25, 2021**. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/488855933>

After registering, you will receive a confirmation email containing detailed information about joining the webinar.

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

Note: Offerors should **RSVP (and identify the name(s) of the representative(s) who will be participating)** and submit questions (via email) to [carol.papazian@deq.virginia.gov](mailto:carol.papazian@deq.virginia.gov) at least **three (3) business days** prior to the date of the conference.

**IX. GENERAL TERMS AND CONDITIONS:**

1. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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.
- (2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(4) If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

(5) The requirements of these provisions A. and B. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

(6) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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

4. **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.
5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

6. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

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

7. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR URFPs:**



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

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

10. **PAYMENT:**

A. **To Prime Contractor:**

- (1) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- (2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- (3) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- (4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- (5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. **To Subcontractors:**

- (1) Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
  - (a) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - (b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- (2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- C. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- D. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- 11. PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 12. QUALIFICATIONS OF OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 13. TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 14. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 15. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the

notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- (1) By mutual agreement between the parties in writing; or
  - (2) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - (3) By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- 16. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- 17. TAXES (NOT APPLICABLE):** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.
- 18. USE OF BRAND NAMES (NOT APPLICABLE):** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and

specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- 19. TRANSPORTATION AND PACKAGING (NOT APPLICABLE):** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- 20. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- D. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- 21. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.
- 22. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

**24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

A. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

(1) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.

(2) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

B. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

25. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
26. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.
27. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
28. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
29. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other

communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**X. SPECIAL TERMS AND CONDITIONS:**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD OF CONTRACT:** Refer to **Section VI.B.**
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **CERTIFICATION OF INTERNAL CONTROLS:** The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

5. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. 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 agency of any breach or suspected breach

in the security of such information. Contractors shall allow the agency 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.

6. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order(s) with the applicable eVA transaction fee assessed for each order.

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

7. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
8. **EXTRA CHARGES:** The proposal prices shall be inclusive of all costs associated with providing the "Initial Project – Comprehensive Marketing and Implementation Plan" ("Initial Project") and "Ongoing Support for Comprehensive Marketing Plan Implementation" ("Ongoing Support"), as specified herein, and in response to, this URFP; extra charges will not be allowed.
9. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower



cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

-During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

10. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
11. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offer. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
12. **PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.
13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at the contract prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
14. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for one (1) successive one (1) year period under the terms and conditions of the original contract except as stated in "a." below. Price increases may be negotiated only at the time of renewal. Written notice

of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period:

- a. If the Commonwealth elects to exercise the option to renew the contract for an additional one (1)- year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the previous contract period increased/decreased by more than the percentage increase/decrease of the "Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**15. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**16. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the

purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

**XI. METHOD OF PAYMENT:**

- A. Invoices shall:
  - 1. Be submitted in accordance with the contract milestone payment schedule.
  - 2. Reference the contract number and fully detail the services performed.
  - 3. Be E-mailed to: karen.doran@deq.virginia.gov.
- B. The Contractor will receive payment within thirty days of receipt of an invoice acceptable to the Department of Environmental Quality.

**XII. PRICE SCHEDULE:**

Offerors shall identify the "**Total Fixed Price**" for completing the "Initial Project / Comprehensive Marketing and Implementation Plan" and "Ongoing Support for Comprehensive Marketing Plan Implementation" as specified herein, **and** in response to, this URFP, in "**Attachment D**", the "**Price Schedule**".

**XIII. ATTACHMENTS:**

ATTACHMENT A:	OFFEROR DATA SHEET
ATTACHMENT B:	PROPRIETARY / TRADE SECRET INFORMATION IDENTIFICATION
ATTACHMENT C:	SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT D:	PRICE SCHEDULE

**ATTACHMENT A**

**OFFEROR DATA SHEET**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

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

2. **Vendor's Primary Contact:** Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_ Years    \_\_\_\_\_ Months

4. eVA Vendor ID \_\_\_\_\_ DUNS Number: \_\_\_\_\_

5. **References:** Provide at least four (4) current or recent accounts, either commercial or governmental, for which your company is / has provided similar services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone:(\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT B**

**PROPRIETARY/TRADE SECRET INFORMATION IDENTIFICATION**

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: \_\_\_\_\_, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on \_\_\_\_\_.

Date

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

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

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

## **ATTACHMENT C**

### **Small Business Subcontracting Plan**

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit the subcontractor plan by one of the following methods with their response:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the “paper response” form, complete the subcontractor plan section, and submit as an attachment with the bid response.

**Small Business:** “Small business (including micro)” means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**1. INITIAL PROJECT / COMPREHENSIVE MARKETING AND IMPLEMENTATION PLAN ("INITIAL PROJECT"):**

Offerors shall submit pricing in the following format:

- a. Offerors shall identify / complete the **"Total Fixed Price"** ("ATTACHMENT D," subsection "1.c.") to include decimal points. Any Offeror who enters a "\$0.00" in the price field, or leaves the price field blank, may be considered nonresponsive; "NO CHARGE" is acceptable.
- b. The **"Total Fixed Price"** shall include all (as applicable) personnel (i.e. labor and supervision), resources (e.g. subject matter experts, "SMEs"), materials, supplies and incidentals, etc., necessary to complete the "Initial Project – Comprehensive Marketing and Implementation Plan" as specified herein, and in response to, this URFP; **EXTRA CHARGES SHALL NOT APPLY.**

c. **Total Fixed Price:** \$0.00

**2. ONGOING SUPPORT FOR COMPREHENSIVE MARKETING PLAN IMPLEMENTATION ("ONGOING SUPPORT") AND HYPOTHETICAL PRICING (ONGOING SUPPORT):**

Offerors shall submit pricing in the following format:

- a. Offerors shall identify / complete each **"Hourly Rate"** ("ATTACHMENT D," subsections "2.d"), to include decimal points. Any Offeror who enters a "\$0.00" in the price field, or leaves the price field blank, may be considered nonresponsive; "NO CHARGE" is acceptable.
- b. The **"Hourly Rate"** shall reflect the **total fixed hourly price per job classification / person**, to include all (as applicable) personnel (i.e. labor and supervision), resources (e.g. subject matter experts, "SMEs"), materials, supplies and incidentals, etc., necessary to perform the "Ongoing Support" services as specified herein, and in response to, this URFP; **EXTRA CHARGES SHALL NOT APPLY.**
- c. The quantities identified in "ATTACHMENT D," subsections "2.d.(1)" through "2.d.(5)" are only **hypothetical**; the Contractor should provide "Ongoing Support" services (if requested by DEQ) for the actual hours required, at the contract price(s), regardless of whether such total quantities are more or less than those shown (also refer to **Section X**, the **"SPECIAL TERMS AND CONDITIONS,"** subsection "13").

**d. Total Fixed Hourly Rate Per Person:**

Item #:	DEQ Job Classification	Offeror Equivalent Job Classification (Identify the Name Below)	Hourly Rate	X	Qty.	=	Total Extended Price	
(1)	Implementation Support		\$0.00	X	12	=	\$0.00	
(2)	Interviewer		\$0.00	X	12		\$0.00	
(3)	Plan Developer		\$0.00	X	12		\$0.00	
(4)	Project Manager		\$0.00	X	12		\$0.00	
(5)	Researcher		\$0.00	X	12		\$0.00	
(6)	<b>Grand Total Price (subsection "2.d.(1)" through "2.d.(5)")</b>							\$0.00

**3. GRAND TOTAL (SCORED PRICE): "INITIAL PROJECT" ("ATTACHMENT D," subsection "1.c.") + "ONGOING SUPPORT" ("ATTACHMENT D," subsection "2.d.(6)):**

\$0.00

**4. Other Offeror Job Classifications (Non-Scored):**

Offerors shall identify the job classification and **"Hourly Rate"** rate required to perform the "Ongoing Support" services specified herein, and in response to, this URFP, in the format below:

Item #:	Other Offeror Job Classifications (Identify the Name Below)	Hourly Rate
(1)		\$0.00
(2)		\$0.00
(3)		\$0.00
(4)		\$0.00
(5)		\$0.00