



# Jamestown-Yorktown Educational Trust

P.O. Box 3605, Williamsburg, Virginia 23187-3605

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## Request for Proposal RFP#22-JYET-001

**Issue Date:** September 27, 2021  
**Title:** *Merchandise and Point-of-Sale Management Systems Replacement*  
**Commodity Code:** 20490, 20865, 20966, 72641  
**Issuing Trust:** Jamestown-Yorktown Educational Trust  
Attn: Myra Borchardt  
P. O. Box 3605  
Williamsburg, VA 23187-3605

Direct all inquiries to Myra Borchardt, Procurement Officer at [procurement@jyf.virginia.gov](mailto:procurement@jyf.virginia.gov) in writing by **October 21, 2021** at 12:00PM. **Questions received after this deadline will not be considered.**

Sealed proposals will be received until 5:00 PM EST, **November 2, 2021** for furnishing the goods/services described herein. It is the responsibility of the offeror to ensure proposals arrive prior to the closing date and time. The offeror shall identify on the OUTSIDE OF THE PACKAGE the RFP Number, Closing Date and Time. It is the responsibility of the offeror to mail proposals in time to arrive prior to the closing date and time. The Trust will NOT accept emailed, faxed or late proposals.

### HAND DELIVER OR MAIL PROPOSALS TO:

Jamestown-Yorktown Educational Trust  
Attn: Myra Borchardt  
200 Hawks Nest Drive  
Williamsburg, VA 23185  
*Merchandise and Point-of-Sale Management Systems Replacement*  
RFP#22-JYET-001

A non-mandatory pre-proposal conference will be held at 10:00 AM on **October 7, 2021** at the PGE Central Support Complex located at 200 Hawks Nest Drive Williamsburg, VA 23185 in Conference Room A&B. A virtual attendance option will be available for the non-mandatory pre-proposal meeting through Zoom. Virtual attendance will be recorded at the start of the conference. If you plan to attend you shall request a Zoom link by emailing [procurement@jyf.virginia.gov](mailto:procurement@jyf.virginia.gov) by 8:00 AM on **October 7th**. No one will be admitted after 10:05 AM.

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned hereby offers and agrees to furnish all requested services in accordance with the attached signed proposal and the mandatory requirements outlined herein at the prices indicated, or as mutually agreed upon through subsequent negotiation

Name:	Date:
Address:	Signed:
	Print Name:
SCC ID #:	Title:
eVA Vendor ID or DUNS#:	Telephone
E-mail:	Fax:
SWaM Certified: <input type="checkbox"/> S <input type="checkbox"/> W <input type="checkbox"/> M <input type="checkbox"/> O	

Note: This organization 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 organization not include subparagraph 1.e in General Terms and Condition C. 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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## 1. PURPOSE

The purpose and intent of this formal Request for Proposals is to establish a contract with one qualified Offeror, herein referred to as “Contractor”, through competitive negotiation for the upgrade and installation of a new retail system for the Jamestown-Yorktown Educational Trust.

### 1.1 Definitions

- A. Trust shall mean the Jamestown-Yorktown Educational Trust, which administers enterprise operations at the Jamestown Settlement and the American Revolution Museum at Yorktown.
- B. Designated representative shall mean the Jamestown-Yorktown Educational Trust Project Manager.
- C. Contractor shall mean the person; firm or corporation named as such in the agreement and includes the plural number and the feminine gender when such are named in the agreement as the Contractor.
- D. Subcontractor shall mean only those having a direct contact with the Contractor and it includes one who furnishes material worked to a special design but does not include one who merely furnishes material so not worked.
- E. The term Notice shall mean all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with the contract requirement. Any written notice by either party of the contract shall be sufficiently given if delivered to, or at the last known business address of, the person, firm or corporation constituting the party to the contract, or to his, their or its authorized agent, representative, or officer, or when enclosed in a postage prepaid envelope addressed to such last known business and deposited in a United States mailbox.

## 2. BACKGROUND

The Jamestown-Yorktown Foundation is an educational institution of the Commonwealth of Virginia, operating two museums – Jamestown Settlement and American Revolution Museum at Yorktown. The museums foster an awareness and understanding of the early history, settlement, and development of the United States through the convergence of American Indian, European, and African cultures and the enduring legacies bequeathed to the nation. The museums attract over 400,000 visitors annually, with approximately 75% of individual visitors coming from out of state.

The Jamestown-Yorktown Educational Trust, hereinafter referred to as Trust, is an instrumentality of the government of the Commonwealth of Virginia and supports the educational mission of the Jamestown-Yorktown Foundation.

The Jamestown-Yorktown Educational Trust operates Museum Gift Shops at the two museum locations – three at Jamestown Settlement, and one at the American Revolution Museum at Yorktown, as well as the e-commerce site, [www.shopjyf.com](http://www.shopjyf.com).

The Jamestown-Yorktown Educational Trust is committed to providing high quality, value-oriented, products and superior service to our customers. As part of this service commitment, the Trust is seeking to upgrade its merchandise and point-of-sale management systems for this multi-channel enterprise.

### 3. STATEMENT OF WORK

#### 3.1 Scope of services

##### **Required Specifications include:**

Jamestown Yorktown Educational Trust is seeking a retail sales management system that provides the following features or acceptable alternatives:

- Point of sale:
  - An easy-to-use point-of-sale interface for sales transactions, returns processing, reporting
    - Gift card / Gift certificate capability
    - Offline operations capability if network or power outage occurs
    - Simple guest-facing payment instructions
    - Swift transaction processing
    - Multiple tender payments in one transaction option
    - Discount options.
    - Ability to scan a barcode of a previous receipt for returns
    - Ability to void a line or lines
    - Authorization options for modifying the sales receipt or item price
    - Receipt options for Open, Close, Edit Drawer Balance, Print Register Balance, No Sale, Gift Card Balance
    - Customizable receipt information (logo, barcode, return policy, etc.
    - Secure login with automated password change feature (selectable prompt after 42, 60 or 90 days).
    - Employee Security module for creating/maintaining security and system access profiles and levels of access. Group access as well as individual settings capabilities (Security Groups & Security Profiles).
  - E-commerce is fully-integrated with point-of-sale and inventory management system
  - Multi-channel, real time, inventory management
    - Ability to view and process merchandise transfers between stores
    - Ability to process phone or online orders for in-store pick up or ship-to customer
    - Ability to process ship-to customer orders in-store
  - Simple and efficient customer relationship management, with guest-facing information option
  - Standard and custom reporting, business intelligence, score cards
    - Register Summary Reports
    - Monthly Activity Reports
    - House Charges
    - Last receipts and Load receipt function
  - Calibration of touchscreen
  - POS client to reside on managed-network PCs
  - Mobile Registers – Full-function mobile app POS system to run on mobile devices such as iPads and/or MS Surface Pro.
  - Wireless POS and EMV devices for after-hours events
  - Must be PCI and DSS compliant, with fully integrated and encrypted credit card processing software and EMV terminals (chip and PIN).
    - No malfunction or error when guest inserts or removes credit card into EMV device prior to transaction completion
  - Detailed multi-store reporting availability (POS, Inventory Management, PCI compliant credit card transaction/batch review)
  - Time clock and time clock reporting compatible with Cardinal payroll system
  - Multi-store tax table for tax rate creation/setup.
    - Multiple tax rate capability
    - Non-taxable capability
  - Credit card processing with integrated Apple Pay, Google Pay (Proximity/Contactless payment capability).

- Database to be built on Microsoft MSSQL.
- Inventory Management
  - Multi-store Purchasing & Receiving (single-site order origination, single-site warehouse delivery, multi-store designation)
  - Multi store reporting
    - Location, department
    - Promotion
    - Vendor
    - Receiving
    - Forecasting
    - Open-to-buy
    - Financial planning, forecasting
  - Fast and efficient product and vendor set up, purchasing, re-buying, auto replenishment
  - Barcode generator and barcode label management
  - Physical Inventory data import capability from 3rd party provider required
  - Portable Data Terminal (PDT) integrated for transfer, purchasing and receiving functions.
  - 24/7 support service plan (weekends, holidays)
  - Must have product inquiry by store option
  - Creates variants of products – composites with bulk discount or colors at SKU level
  - Create pre-packs and kits
- Must Meet Commonwealth Security & Risk Management SEC 501 Information Security Standard and SEC 525 Hosted Environment Information Security Standard
- Server-side either hosted by Contractor (cloud-based) or hosted on a VITA data center virtual server(s) per Governor of Virginia’s Executive Order 19, dated September 17, 2018.
  - If Contractor-hosted, meet Commonwealth of Virginia annual Enterprise Cloud Oversight Services (ECOS) security standards
- Optional Specifications:
  - Age verification/driver’s license scan feature for restricted items
  - Ability to remove Tender tiles that are not currently used
  - Product photo option for POS touch screen
  - Receipts for returns with 2 specified lines for staff and customer signatures
  - Manual entry on EMV device for phone orders
  - Customer-facing display
  - Space planning/fixture planning

#### 4. NON-MANDATORY PRE-PROPOSAL CONFERENCE

A **non-mandatory** pre-proposal conference will be held at 10:00 AM on **October 7, 2021** at the PGE Central Support Complex located at 200 Hawks Nest Drive Williamsburg, VA 23185 in Conference Room A&B.

A virtual attendance option will be available for the non-mandatory pre-proposal meeting through Zoom. Virtual attendance will be recorded at the start of the conference. If you plan to attend you shall request a Zoom link by emailing [procurement@jyf.virginia.gov](mailto:procurement@jyf.virginia.gov) by 8:00 AM on **October 7th**. No one will be admitted after 10:05 AM.

The purpose of this pre-proposal conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. **Bring a copy of the solicitation to the conference.**

Any changes resulting from this conference will be issued in a written addendum to the solicitation.

We will greet offerors in the Lobby starting at 10:00 AM. Offerors will not be permitted into the pre-proposal conference after 10:05 AM.

## 5. RFP PROCUREMENT TIMELINE

Event	Date
RFP Issued	September 27, 2021
Non-mandatory Pre-Proposal Conference/Site Visit	October 7, 2021 at 10AM
Question Deadline	October 21, 2021 at 2PM
Addendum Issued	October 27, 2021
RFP Proposals Due	November 2, 2021 at 5PM

## 6. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### A. GENERAL

Proposals must be submitted with one (1) proposal containing an original longhand signature on the Proposal Cover Page. The proposal containing the original long hand signature shall be marked "ORIGINAL."

One (1) electronic copy (flash drive) shall accompany the original proposal and the five (5) additional proposal copies. Proposal copies shall not deviate in any way from the original. A total of five (5) proposals and an electronic copy shall be submitted by hand or mailed in a sealed envelope no later than the time and date deadline specified in this solicitation. One redacted copy may be submitted by the Contractor.

Contractors shall submit their proposals with the required information in the order listed below. Additional instructions are in the "Instructions to Contractors" section of this solicitation.

### B. PROPOSAL STANDARDS

Proposal submitted in response to this solicitation shall meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, and shall be submitted in a format outlined herein. Proposals should be prepared economically providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be as thorough and detailed as possible so that the Trust may properly evaluate your capabilities to provide the required services.

Whenever possible, proposals submitted in response to this solicitation shall comply with the following guidelines:

1. Proposal Page Count shall not exceed 100 pages (50 double-sided sheets or 100 single-sided sheets, 8.5x11); cover page, any addenda, required attachments are included in the page count. All pages of the proposal should be numbered.
2. Proposals shall be signed by an authorized representative of the Contractor. All information requested should be submitted. Failure to submit all information requested may result in the Trust requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. **Proposals that are substantially incomplete or lack key information may be rejected by the Trust at its discretion.** Each proposal will be independently evaluated by members of a committee, thus any attachments or sample portfolios must be submitted with each copy.
3. As used in this RFP, 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 RFP, 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 Contractor to satisfy a "must" or "shall" requirement does not automatically remove that Contractor from consideration; however, it may seriously affect the overall rating of the Contractor's proposal.

4. Proposals shall include: the completed and signed RFP cover page 1, the completed and signed Attachments A- D; and the completed "Small Businesses and Businesses Owned by Women & Minorities" Data
5. Any addenda that may be issued to clarify this project must be signed and included with the proposal.
6. Any information thought to be relevant, but not specifically applicable to the enumerated Statement of Needs, may be provided as an appendix to the proposal. If publications are supplied by the proposer to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.

### **C. PROPOSAL SUBMISSION**

1. Numbered tabs and dividers are required for each of the sections listed and in the order below:
  - TAB I: Required Attachments**
  - TAB II: Introduction of Contractor**
  - TAB III: Project Approach and Methodology**
  - TAB IV: Contractor Qualifications and Portfolio**
  - TAB V: Pricing Proposal**
2. Information the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material or appendices.
3. Contractors shall respond to this RFP with the written proposals in the format outlined below. Proposals that are not organized in this manner risk elimination from consideration or receiving a lower score if the evaluators are unable to find where the RFP requirements are specifically addressed. Each proposal shall include the following sections and address all of the requested information, each under separate tabs:

#### **TAB I: Required Attachments**

- The order of documents should be organized as listed below:
- Completed and Signed RFP Cover Page
- Signed Addenda
- Attachment B – Completed Contractor Data Form
- Attachment C – Completed State Corporation Commission Form
- Attachment D – Completed Small Business Subcontracting Plan Forms
- "Small Businesses and Businesses Owned by Women & Minorities"
- Certificate(s) of Insurance

#### **TAB II: Introduction of Contractor**

- The Contractor's proposal shall contain an executive summary that summarizes its overall capabilities and approaches for accomplishing the services specified herein. This summary shall also identify anticipated challenges and/or barriers to completion, cost saving opportunities and other creative approaches. The Contractor shall provide a brief history of the firm's history, growth, length of time in business, and number and location of employees.
- Any current or outstanding cases brought against the company by clients within the past five years. If NOT applicable, then please state in your proposal. If applicable,

failure to supply this information will result in rejection of your proposal upon verification.

**TAB III: Project Approach and Methodology**

- The Contractor shall detail its understanding of the Statement of Needs of the project, its technical requirements, and the proposed methodology for delivery of services. Describe in narrative form, the approach/philosophy for providing services to the Trust. Clearly explain all the steps involved in performing the work in the length of time provided. Any information and data that the Contractor will require from the Trust be identified in this section.
- An estimated itemized budget for the project
- A comprehensive project schedule with a proposed project meeting and production schedule to meet Trust deadline.

**TAB IV: Contractor Qualifications and Portfolio**

Contractors must demonstrate that they have the expertise, experience, personnel, and resources necessary to meet the requirements of the work. The Contractor is advised to submit any information, which documents successful and reliable experience. Contractor must demonstrate that its staff size and current workload will not interfere with its capabilities to meet the requirements of the work.

A concise, but thorough, description of relevant experience for each individual of the proposed project team is desired. Not doing so may result in rejection or a lower score on your proposal. Such information must include, but is not limited to:

- Full professional resumes.
- For **THIS project only** provide credentials/resumes of key personnel who will be designated for this project.
- Provide examples of work on similar projects implemented in the last three-five years.
- Preference is for firms who are physically located within a 3 hour drive of the Williamsburg area.
- Provide favorable and relevant Reference Letters from at least three current clients dated within last five years. The Trust will verify the reference letters of the top Contractor prior to award. Please provide an email address for person listed on Reference Letter for verification purposes.
- Awards/accolades and special certifications.

**TAB V: Pricing Proposal**

Contractor shall submit itemized pricing in the pricing schedule provided in **Attachment A**. Any deviations in format of the pricing schedule may result in the Contractor’s rejection of its proposal.

**D. EVALUATION AND AWARD CRITERIA**

Evaluation of proposals will be under the complete jurisdiction of the Trust. Upon receipt of the proposals, the Trust will evaluate all materials submitted by responding firms and rank the proposals using the following 100-point scale:

Criterion	Points
Project Approach and Methodology	35
Contractor Qualification and Portfolio	35
Small Business Sub Contracting Plan	20
Price	10
TOTAL	100



## E. REJECTION OF PROPOSALS

The Trust reserves the right to reject any or all proposals received. Non-acceptance of a proposal means that one or more others were deemed more advantageous to the Trust or that all proposals were rejected.

### GENERAL TERMS AND CONDITIONS

- a. **Vendor's Manual.** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is 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 "Vendors Manual" on the vendors tab.
- b. **Applicable Laws and Courts.** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The trust 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.
- c. **Anti-Discrimination.** By submitting their proposals, Contractors 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 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 1 and 1 below apply:

- i. 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, 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 these requirements.

- ii. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
  
- d. **Ethics in Public Contracting.** By submitting their proposals, Contractors certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
  
- e. **Immigration Reform and Control Act of 1986.** By entering into a written contract with the 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.
  
- f. **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.
  
- g. **Antitrust.** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
  
- h. **Mandatory Use of State Form and Terms and Conditions.** 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.
  
- i. **Clarification of Terms.** If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor 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.
  
- j. **Payment:**
  - i. 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 trust 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a trust of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- ii. To Subcontractors:
1. A primary contractor awarded a contract under this solicitation is hereby obligated:
    - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
    - b. To notify the trust 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.
- iii. 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 trust 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 trust or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- iv. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
  
- k. **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.
  
- l. **Qualifications of Contractors.** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Contractor's physical facilities prior to award to satisfy questions regarding the Contractor's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
  
- m. **Testing and Inspection.** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
  
- n. **Assignment of Contract.** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  
- o. **Changes to the Contract.** Changes can be made to the contract in any of the following ways:
  - i. 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.
  
  - ii. The Purchasing Trust 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 Trust of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Trust's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Trust 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 Trust 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 Procurement Officer'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 Procurement Officer with all vouchers and records of expenses incurred and savings realized. The Procurement Officer shall have the right to audit the records of the contractor as 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 Procurement Officer within thirty (30) days from the date of receipt of the written order from the Procurement Officer. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving 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 Trust or with the performance of the contract generally.

p. **Default.** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the 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.

q. **Insurance.** By signing and submitting a proposal under this solicitation, the Contractor 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 Contractor further certifies that the contractor and any subcontractors will maintain this 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 REQUIRED:

- i. 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 B-7 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.
- ii. Employer's Liability - \$100,000.
- iii. Commercial General Liability - 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 must be named as an additional insured and so endorsed on the policy.

iv. 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.)

v. Architecture, Professional Engineer - \$2,000,000 per occurrence, \$6,000,000 aggregate

r. **Announcement of Award.** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing trust 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.

s. **Drug- Free Workplace.** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful B-8 manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

t. **Nondiscrimination of Contractors.** A bidder, Contractor, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Contractor employs ex-offenders unless the state trust, 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.

u. **Availability of Funds.** It is understood and agreed between the parties herein that the trust shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

v. **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.

### **SPECIAL TERMS AND CONDITIONS**

- A. **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 trust, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **Award.** Selection shall be made of two or more Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Contractor so selected, the trust shall select the Contractor which, in its opinion, has made the best proposal, and shall award the contract to that Contractor. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2- 4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Contractor is fully qualified, or that one Contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Contractor. 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.
- C. **Cancellation of Contract.** The purchasing trust 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 be terminated by either party, 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.
- D. **Conflict of Interest.** The contractor and sub-contractor(s) must confirm that personnel assigned to work on this project are free from any conflict of interest with the Trust prior to assignment to this project. Contractor shall identify any actual or perceived conflict of interest of Contractor or any subcontractor of Contractor with regard to the Project as defined by the State and Local Conflict of Interests Act (2.2-3100 et seq.) and the Ethics in Public Contracting provisions of the VPPA (2.2- 4367 et seq.). Prior to starting work on the project, all assigned personnel must sign a Non- Disclosure form and submit to the Procurement Officer.
- E. **Termination for Convenience.** The contract may be terminated for the convenience of the Commonwealth by delivering to the contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the contractor must stop all work or deliveries under the purchase order or contract on the date and to the extent specified. There shall be no penalty to the Commonwealth when a contract is terminated for convenience.
- F. **Best and Final Offer (BAFO).** At the conclusion of negotiations, the Contractor(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no

further negotiations shall be conducted with PIM 98-033 B-16 the Contractor(s). The Contractor's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

- G. **Small Business Subcontracting and Evidence of Compliance.** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/Contractors are required to submit a Small Business Subcontracting Plan. Unless the bidder/Contractor is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, 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 when they have received DSBSD small business certification. No bidder/Contractor 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. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
- H. **Copyright.** No vendor may copyright any work contracted for by the Commonwealth and produced for the Commonwealth.
- I. **Ownership of Intellectual Property.** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Trust.
- J. **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.
- K. **Subcontracts.** No portion of the work shall be subcontracted without prior written consent of the purchasing trust. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing trust 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.
- L. **State Corporation Commission Identification Number.** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or Contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Contractor that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Contractor is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or Contractor was not legally required to be authorized to transact business B-30 in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.



- M. **E-Verify Program.** 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 trust 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 trust 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.
- N. **Safety.** Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract. Further, Contractor expressly undertakes to take every precaution at all times for the protection of persons and property, including the Commonwealth's employees and property and its own as well as visitors to the Foundation. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every precaution at all times for the protection of person and property which may come on the building site or be affected by the Contractor's operation in connection with the work.
- O. Online interactive and any other computer interactive solutions must comply with all current COV ITRM Enterprise Architecture Policies and Standards, as applicable, found here: <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>
- P. **Disputes.** The Contractor shall refer to the Vendor's Manual for information regarding the dispute and claims process. The Vendor's Manual is located at <https://eva.virginia.gov/pages/eva-vendors-manual.htm> .
- Q. **Method of Payment.** All proper invoices shall be submitted after all work has been completed as outlined in the deliverables and accepted as completed by the Trust and receipt is granted through eVA. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to acceptance of any work under this contract. All proper invoices shall be processed for payment to the Contractor, in accordance with the Commonwealth of Virginia Prompt Payment Act. Invoices shall be sent to:

**JAMESTOWN-YORKTOWN EDUCATIONAL TRUST**  
**Accounts Payable**  
**PO BOX 1607**  
**Williamsburg, VA 23187-1607**

## ATTACHMENT A - PRICING SCHEDULE

**Instructions to Submit Pricing:** Contractors must submit the Total Price for Services listed in this RFP. Pricing should be inclusive of all transportation, travel and reimbursable costs.

The Total Price for Service is for evaluation and negotiation purposes. Therefore, a firm-fixed dollar amount must be provided in the space below. **Any proposals, which provide a range of total prices rather than a firm-fixed dollar amount, risk rejection of that Contractor's submitted proposal.**

**Required Specifications:** \$ \_\_\_\_\_

**Optional Specifications:**

- Age verification/driver's license scan feature for restricted items \$ \_\_\_\_\_
- Ability to remove Tender tiles that are not currently used \$ \_\_\_\_\_
- Product photo option for POS touch screen \$ \_\_\_\_\_
- Receipts with 2 blank lines for returns for staff and customer to sign instead of writing all over the receipt \$ \_\_\_\_\_
- Manual entry on EMV device for phone orders \$ \_\_\_\_\_
- Customer-facing display \$ \_\_\_\_\_
- Space planning/fixture planning \$ \_\_\_\_\_
- Age verification/driver's license scan feature for restricted items \$ \_\_\_\_\_
- Ability to remove Tender tiles that are not currently used \$ \_\_\_\_\_
- Product photo option for POS touch screen \$ \_\_\_\_\_
- Receipts with 2 blank lines for returns for staff and customer to sign instead of writing all over the receipt \$ \_\_\_\_\_
- Manual entry on EMV device for phone orders \$ \_\_\_\_\_

**PROJECT TOTAL** \$ \_\_\_\_\_

Name and Address of Firm:

Name:	Date:
Address:	Signed:
	Print Name:
SCC ID #:	Title:
Tax ID #:	Telephone:
E-mail:	Fax:
SWaM Certified: ___S___W___M___O	

Note: This organization 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 organization not include subparagraph 1.e in General Terms and Condition C. 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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## ATTACHMENT B – CONTRACTOR DATA SHEET

TO BE COMPLETED BY CONTRACTOR IN IT'S ENTIRETY

NAME: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

TRUST: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

1. Indicate the length of time you have been in business providing this type of service:

\_\_\_\_\_ years \_\_\_\_\_ months

2. Provide a list of at least four (4) current accounts for whom you have furnished similar services, either private or governmental, include the following information: (JYF reserves the right to contact those persons listed below).

Dates of Service	Client	Contact Person	Address	Email	Phone No.

3. Indicate below all museums for which you have provided similar services for in the past three (3) years include the following information: (JYF reserves the right to contact those persons listed below ).

Dates of Service	Client	Contact Person	Address	Email	Phone No.

4. Personnel, indicate the size of your present staff and designate those assigned to this contract.

5. The following information is only for the purpose of statistical reporting.

Is your firm a minority owned company? Yes \_\_\_\_\_ No \_\_\_\_\_

Is your firm a female owned company? Yes \_\_\_\_\_ No \_\_\_\_\_

Is your firm SWaM-certified with DSBSD? Yes \_\_\_\_\_ No \_\_\_\_\_

**RETURN OF THIS PAGE IS REQUIRED**

**ATTACHMENT B – STATE CORPORATION COMMISSION FORM**

**Virginia State Corporation Commission (SCC) registration information. The Offeror:**

- is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ **-OR-**
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**
- is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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

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## ATTACHMENT C – SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

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- and minority-owned businesses 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 under the definitions below.

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

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

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

### Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

**B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement**

<b>Micro/Small Business Name &amp; Address</b>  <b>DSBSD Certificate #</b>	<b>Status if Micro (O)/Small Business (S) is also: Women (W), Minority (M)</b>	<b>Contact Person, Telephone &amp; Email</b>	<b>Type of Goods and/or Services</b>	<b>Planned Involvement During Initial Period of the Contract</b>	<b>Planned Contract Dollars During Initial Period of the Contract (\$)</b>
<b>Totals \$</b>					

**RETURN OF THIS PAGE IS REQUIRED**

## ATTACHMENT D - PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

RFP# 22-JYET-001

Name of Firm/Offeror: \_\_\_\_\_ The Offeror shall complete and provide the "Proprietary/Confidential Information Identification" sheet in RFP# 22-JYET-001. 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 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 and page numbers of the proposal in which it is contained 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.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE RETURN OF THIS PAGE IS REQUIRED

**RETURN OF THIS PAGE IS REQUIRED**