



BVU AUTHORITY
P.O. Box 8100
15022 Lee Highway
Bristol, Virginia 24202

REQUEST FOR PROPOSALS FOR NON-PROFESSIONAL SERVICES

RFP Number: 20180518

Title: Utility Pole Attachment Audit

Acceptance Date: Proposals must be received prior to 4:00 p.m. EST on Friday, May 18, 2018.

Any questions related to this Request for Proposal should be directed to:

Kimberly Robinette, Purchasing Agent
(276) 645-8793
krobinette@bvua.com

This document can be downloaded from www.eva.virginia.gov and www.bvu-optinet.com.

If you need any accommodation for any type of disability in order to participate in this procurement, please contact the purchasing agent.

Utility Pole Attachment Audit

1.0 SUMMARY OF RFP (REQUEST FOR PROPOSALS)

BVU Authority (“BVU”), a political subdivision of Virginia, is accepting proposals from qualified Offerors to conduct a system-wide inventory of distribution poles and an audit of pole attachments.

2.0 RFP SECTIONS

The RFP is divided into sections and each section should be read and completed. The entire package to be returned to the BVU Purchasing Agent and should include the following attachments:

- Signature Sheet
- References
- Sample Non-Professional Services Agreement
- Scope of Services
- Price Schedule
- General Contract Terms & Conditions
- Special Terms & Conditions
- Exceptions to RFP
- Proprietary/Confidential Information
- Additional Contractor Data
- Authority to Transact Business in Virginia (with your SCC number recorded)
- Anti-collusion/Nondiscrimination/Drug Free Workplace

3.0 COMPETITION INTENDED

The Request for Proposal (RFP) is designed to solicit competitive responses. It shall be the offeror’s responsibility to advise the Purchasing Agent in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than five (5) days prior to the date set for acceptance of proposals.

4.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

4.1 Submission of Proposals

Read the entire solicitation before submitting a proposal. Failure to read any part of this RFP shall not relieve any offeror from his or her contractual obligations. The face of the envelope shall indicate the RFP number, acceptance date and time, and the title of the RFP. The offeror should initial each page of this proposal.

Proposals may either be mailed or hand delivered to:

U.S. Mail:

BVU Authority
 Attn: Kimberly Robinette
 Purchasing Agent
 P.O. Box 8100
 Bristol, Virginia 24203-8100

Parcel Delivery:

BVU Authority
 Attn: Kimberly Robinette
 Purchasing Agent
 15022 Lee Highway
 Bristol, Virginia 24202

Hand Delivery:

BVU Authority
 Attn: Kimberly Robinette
 Purchasing Agent
 15022 Lee Highway
 Bristol, Virginia 24202

4.2 Questions and Inquiries

Questions and inquiries related to the RFP, both verbal and written, will be accepted from any and all firms. Inquiries pertaining to Request for Proposals must give RFP number, title and acceptance date. Material questions will be answered in writing and will be posted to at www.eva.virginia.gov. All questions must be received five (5) days prior to acceptance date.

4.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addenda prior to submitting a proposal. The addendum will be posted to www.eva.virginia.gov and if necessary the acceptance date will be modified.

4.4 Proposal Pricing

Proposal pricing must be firm and allow BVU acceptance for sixty (60) days from proposal acceptance date to allow BVU to negotiate a contract.

4.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature. Any propriety information must be listed on the attachment "Proprietary/Confidential Information Identification" and submitted with the proposal.

4.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided where applicable.

4.7 Preparation and Submission of Proposals

A. All proposals shall be signed in ink by the individual or authorized principals of the firm.

B. All attachments to the Request for Proposal requiring executing by the firm are to be returned with the proposals.

C. It is the Offeror's responsibility that the proposals are received by the Purchasing Agent BEFORE the hour specified on the opening date. Requests for extensions of this time and date will not be granted.

Firms mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Purchasing Agent prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by BVU after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified on the cover sheet of this Request for Proposal.

D. Each firm shall submit one (1) original and four (4) copies of their proposal. The original proposal shall be clearly marked.

4.8 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

4.9 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container. It is the offeror's responsibility to insure arrival prior to the acceptance time for the RFP.

4.10 Rights of BVU

BVU reserves the right to accept or reject all or any part of any proposal, waive informalities and award the contract to best serve the interest of BVU.

4.11 Deviations from Scope of Services

If there is a proposed deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. BVU reserves the right to determine the responsiveness of an offer containing any deviation.

BVU reserves the right to reject any changes by offeror of proposals received or to negotiate separately in any manner necessary to serve the best interests of BVU.

4.12 Proposal Expenses

BVU will not be responsible for any expenses incurred by a firm in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

4.13 Proposal Presentation

Offerors who submit a proposal in response to this RFP may be required to make a presentation of their proposal. The Purchasing Agent will schedule the time and location for this presentation.

4.14 Proposal Integration with Contract

The contents of the proposal submitted by the successful offeror and this RFP are intended to become part of any contract awarded.

4.15 Announcement of Award

A Notice of Award may be posted in the BVU lobby, on the BVU website (www.bvu-optinet.com) and on the eVA website (www.eva.virginia.gov).

4.16 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

4.17 Inclement Weather/Closure of BVU Facilities

If BVU is closed for business at the time scheduled for bid opening, for whatever reason, sealed bids will be accepted and opened on the next scheduled business day, at the originally scheduled time.

5.0 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be as thorough and detailed as necessary to allow BVU to properly evaluate the offeror's capabilities to provide the required services. Offerors are required to submit the following items in addition to the RFP in the format provided as a complete proposal. Please ensure the original RFP pages are submitted in order, with any additional documentation attached to the end of the RFP document.

5.1 Signature Sheet and Cover Letter

The offeror shall complete and submit the Signature Sheet (included in the proposal) and submit the proposal with a brief cover letter. The cover letter should summarize key elements of the proposal. An individual authorized to bind the Contractor must sign the letter and

Signature Sheet, as well. Indicate the address, email address and telephone number of the Contractor's office.

5.2 Required Contractor Information

Offerors must provide the following information about the Contractor and any company that is proposing partnering or sub-contracting with or fulfilling this contract so that BVU can evaluate the Contractor's stability and ability to support the commitments set forth in response to this Request for Proposal.

BVU, at its option, may require the Contractor to furnish additional information or clarification.

A. State your organization's ability to complete the work for the period stipulated. If you are unable to meet the deadlines, please indicate the specific reasons that the deadlines cannot be met.

B. Describe in concise terms the methodology you will use to complete the requirements described in the RFP.

C. Describe any other services you will provide for the fee submitted for each location to either ensure successful completion of this project and/or to enhance the efficiency of this project.

D. Describe your organization's quality control/assurance program as it relates to this project.

5.3 Company Statement of Qualifications

Provide a brief background including years in business and office location. Provide an organizational charter of all staff located at the office location provided with this proposal. Please list by classification (e.g. Equipment operator, arborist, laborer, office employee, supervisor, manager, etc.)

5.4 Resume of Responsible Individuals

Provide a resume for each individual assigned to this project as a manager and or supervisor that includes a minimum of the following:

- Name
- Role in project
- Years with this firm
- Any previous similar experience, including other firms and years of service

The Contractor must notify BVU in writing of any changes to responsible individuals prior to contract award.

5.5 Client References

List your firms' experience with similar type projects during the last five (5) years. Include any work with state and/or local governments. Provide client's name, contact person, phone and/or email address along with project description and project date.

5.6 Equipment Listing

List your firm's equipment and age or condition of each. Provide a statement that the offeror's equipment is suitable for completing the scope of work.

5.7 Exceptions to the RFP

All requested information in this RFP must be supplied. Contractors may take exception to certain requirements in the RFP. All exceptions shall be clearly identified on the attachment "Exceptions to RFP."

6.0 EVALUATION OF PROPOSALS

6.1 Experience

The successful offeror shall demonstrate adequate knowledge regarding utility pole attachment auditing.

6.2 Proposal Review

BVU's Evaluation Committee shall review each proposal and verify the claims and credentials of each offeror. BVU will select the top two offerors in accordance with Virginia Code Section 2.2-4302.2. The best offerors deemed to be fully qualified and best suited among those submitting proposals will be selected for interview based on the criteria listed below:

- Price schedule for proposed work plan
- Management and technical experience
- Qualifications
- Understanding of the tasks and requirements
- Overall quality and completeness of proposal

BVU has chosen not to use a weighted numerical ranking system. The price schedule is an important component of the proposed review; however, the price schedule need not be the sole determining factor.

7.0 NEGOTIATIONS WITH SELECTED OFFERORS

Negotiations shall then be conducted with each of the top two offerors. During negotiations, BVU retains the right to request best and final pricing (offer). After negotiations have been conducted with each offeror, BVU shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should BVU determine that several offerors meet our criteria, more than one contract may be awarded

from this Request for Proposal. BVU is not required to furnish a statement of the reason(s) why a proposal was not deemed to be the most advantageous.

8.0 CONTRACT AWARD

The Contractor will be expected to sign a non-professional services agreement with BVU. BVU will prepare and transmit the contract to the Contractor. The Contractor shall execute and return the contract documents to BVU within ten (10) days of receipt.

The proposal submittal shall be integrated into the contract between BVU and the Contractor. A sample non-professional services agreement is included in the attachments. All contract provisions that have not been stated herein will be drafted and included as necessary.

8.1 Availability of Funds

Work under the contract is dependent on funds being available.

9.0 TENTATIVE TIMELINE & KEY DATES (subject to change)

Request for Proposals Posted on www.eva.virginia.gov	May 8, 2018
RFP Newspaper Advertisement Posted	May 8, 2018
Technical Questions Due by 4:00 p.m.	May 13, 2018
Proposals Due in Purchasing Office by 4:00 p.m.	May 18, 2018
Evaluation of Proposals	Week of May 21, 2018
Interviews with Top Ranked Offeror(s)	Week of May 28, 2018
Post Intent to Award	Week of June 4, 2018
Final Award Notice	10 Days after Intent to Award
Contract Effective Date	July 1, 2018

SIGNATURE SHEET
(Submit with Proposal)

My signature certifies that I have carefully examined the request for proposal and if selected will furnish all labor, materials and equipment necessary to complete the work covered by the proposal.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950, as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to BVU and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to BVU, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with BVU.

By signature and title, I hereby certify that I am authorized to sign as a Representative for the Firm and can bind the firm into a contract:

Complete Legal Name of Firm: _____

Address: _____

Federal ID No.: _____

Telephone No.: _____ Fax No.: _____

E-mail address (for purchase orders): _____

Name (type/print): _____ Title: _____

Signature: _____

EXHIBIT A
Bristol, Virginia



BVU Authority Electric Service Area - 114.2 square miles

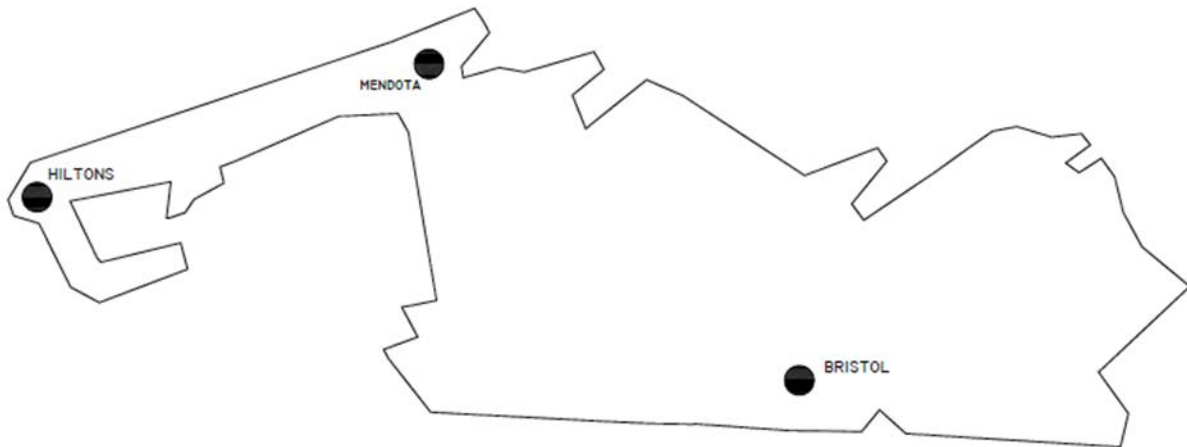


EXHIBIT B
Offeror Shall Provide References on this Form

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

Firm Name _____
Contact _____
Title _____
Email _____
Mailing Address _____
Phone _____
Fax _____

ATTACHMENT A
SAMPLE CONTRACT

Non-Professional Services Agreement

This Non-Professional Services Agreement ("Agreement") made and entered on _____
between BVU Authority ("BVUA"), located at 15022 Lee Highway, Bristol Virginia 24202 and _____
_____ ("Contractor") located at _____

RECITAL

BVUA and Contractor desire to enter into this Agreement to provide which provides for each party's responsibilities with respect to the services ("Services") as described in the Utility Pole Attachment Audit Request for Proposal (RFP).

AGREEMENTS

In consideration of the recital and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Contractor Responsibilities. Contractor will perform the Services as set forth in the Scope of Services of the RFP to the reasonable satisfaction of BVUA.
2. Fees. Upon satisfactory performance of the Services, BVUA shall pay Contractor the amount set forth in the Price Schedule as set forth in the RFP.
3. Term. The term of this Agreement shall be from the date of this Agreement for a period of one (1) year renewed annually up to four (4) additional years pending annual review and approval by BVU. This Agreement may be terminated or extended by either party as set forth in the RFP.
4. Attachments. All attachments identified in the RFP are incorporated by reference into this Agreement.

The parties acknowledge their acceptance of the all the terms and conditions of this Agreement by the signatures below of their authorized representatives.

CONTRACTOR

BVU AUTHORITY

By: _____

By: _____

Name: _____

Name: Donald L. Bowman, P.E

Title: _____

Title: President and CEO

ATTACHMENT B
SCOPE OF SERVICES

B.1 Overview

Utility poles are divided into three sections: the power supply space the neutral space and the communications space. The power supply space contains electrical conductors and is generally not accessible to third parties. The communications space contains attachments for telephone, cable TV and fiber optic services. The successful Offeror will demonstrate the capability to measure attachment heights and survey attachments without entering the power supply space, keeping liability to a minimum.

B.2 General Services

The Contractor shall provide all labor, equipment, tools, materials, supplies, supervision, and other items or services necessary to survey utility poles for identification, calculation, design and reporting according to the following:

1. Pole Identification
 - a. Record the pole's number
 - b. Record ownership of pole
 - c. Record GPS location of pole
2. Attachment Audit
 - a. Identify and record all attachments to poles (electric, cable, fiber, telephone, etc.)
 - b. Include number of individual attachments per attaching party
 - c. Identify any damage, improper attachments or obvious NESC violations and/or hazards
3. Photograph each pole
 - a. Digital photograph shall be a minimum of five (5) megapixels
4. Report Findings to BVU
 - a. Accessible online database containing all inspection records
 - b. Soft copy reports that will include all inspection criteria and results for each pole
 - c. Violation location and description
 - d. Grouped attachment and audit totals
 - e. Provide a final report covering each of the audited poles and related attachment inventory for all poles (approximately 17,000 poles) to BVU upon completion

B.3 Contractor Qualifications

BVU has attachments with various phone, data and cable companies. Current known attachers include:

- OptiNet
- Comcast
- Charter

- CenturyLink
- Windstream
- Lumos
- Scott County Telephone

Contractor must be able to identify & record the above attachers as well as inspect and discover unknown attachers.

Contractor must be able to export data into files compatible with ESRI. Contractor's proposal should discuss the use of automation tools such as cameras and software for recording pole attachments.

B.4 Safety

The Contractor must certify that they meet all OSHA and Virginia safety laws & regulations.

B.5 Capabilities

The Contractor must demonstrate they have considerable experience and the ability to plan, execute and generate reports for a comprehensive survey & audit process. The Contractor must have access to software and equipment needed for the data collection required.

B.6 Financial Strength

The Contractor must provide documentation demonstrating adequate financial strength and bonding capabilities to perform the services outlined in this request for proposal and any other work that may be performed for BVU.

B.7 Subcontractors

Any subcontracted services must be clearly identified in the proposal and subcontractors must be listed.

B.8 Site Knowledge

Contractor is encouraged to visit all sites and be aware of conditions prior to submitting proposal for services outlined. The contractor shall not be relieved from assuming all responsibility for properly estimating the difficulties and the costs of performing the services required within this specification. No exclusions or modifications due to site conditions or scope of work will be accepted. Site visits may be coordinated with the BVU Contract Administrator listed:

Richard Adkins
Manager of Electric Operations, BVU
276-696-1652

B.9 Employee Background Certifications

The Contractor will be required to perform background checks on employees. Prior to any work being performed, contractor must supply BVU with a letter certifying that the background checks have been performed and that there are no irregularities.

B.10 Personnel Qualifications

The personnel used by the Contractor for the performance of this work shall be experienced and shall be capable and qualified in performing the work.

Use of personnel without these qualifications may be considered on a case-by-case basis and must be approved in writing by the Contract Administrator.

B.11 Personnel Changes

Any changes that may occur in personnel during the term of this contract shall be submitted in writing by the Contractor to the Contract Administrator five (5) working days prior to such change. BVU will notify the Contractor of approval or disapproval of the Contractor's request within five (5) working days after receipt of notice of the personnel change. BVU reserves the right to refuse assignment of any personnel deemed by BVU to have inadequate training or credentials.

B.12 Not to Exceed Estimates of Work Not Specified Under Contract

Upon request by BVU and for work with adequate plans and specifications or written directions, the Contractor should prepare and submit to BVU a written not to exceed estimate required to perform the work not specified under this contract.

B.13 Invoice & Method of Payment

Contractor shall invoice BVU after approved work is completed. Invoices and reports shall be sent to BVU and shall show detail of work completed. No payment will be issued prior to the receipt of the report(s).

B.14 Miscellaneous Charges

All costs associated with the work performed under this agreement are to be covered in the proposal pricing. BVU Authority will not accept any charges associated with travel, environmental compliance, material disposal or any other miscellaneous fees.

B.15 Performance Evaluation

During the term of the contract, BVU, in its sole discretion, will review the Contractor's performance approximately every three (3) months beginning on the effective date of the executed contract. BVU will determine the performance goals and factors. The performance evaluation is a component of future contract term extensions.

ATTACHMENT C
PRICE SCHEDULE

Pricing to complete pole attachment survey by June 30, 2018:

Resource	Price/Quantity
Inventory Fee	\$_____ per pole
Bucket/Lift Fee	\$_____ per occurrence
Assigned Crew	#_____ members
Flagging Crew/Traffic Control	\$_____ per occurrence or hour
Other	_____

Pricing to complete pole attachment survey by August 30, 2018:

Resource	Price/Quantity
Inventory Fee	\$_____ per pole
Bucket/Lift Fee	\$_____ per occurrence
Assigned Crew	#_____ members
Flagging Crew/Traffic Control	\$_____ per occurrence or hour
Other	_____

Pricing to complete pole attachment survey by October 31, 2018:

Resource	Price/Quantity
Inventory Fee	\$_____ per pole
Bucket/Lift Fee	\$_____ per occurrence
Assigned Crew	#_____ members
Flagging Crew/Traffic Control	\$_____ per occurrence or hour
Other	_____

Pricing to complete pole attachment survey by December 31, 2018:

Resource	Price/Quantity
Inventory Fee	\$_____ per pole
Bucket/Lift Fee	\$_____ per occurrence
Assigned Crew	#_____ members
Flagging Crew/Traffic Control	\$_____ per occurrence or hour
Other	_____

Note: Contractor may propose alternate price structure or billing measurement methods

ATTACHMENT E
GENERAL CONTRACT TERMS AND CONDITIONS

A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is accessible on the Internet at 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the general district or circuit courts of Washington County, Virginia. BVU 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, offerors certify 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 2. Below apply:

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, BVU 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.

e. 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.

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

D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any BVU 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**: Applicable for all contracts over \$10,000: By entering into a written contract with the BVU, 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 Contractor 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. Contractor 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.

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 FOR IFBs AND RFPs**:

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

I. **CLARIFICATION OF TERMS**: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror 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**:

1. **To Prime Contractor**:

a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, BVU 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).

2. To Subcontractors:

a. Within seven (7) days of the Contractor’s receipt of payment from BVU, a Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the Contractor’s intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from BVU, 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 BVU.

3. 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.

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 OFFERORS**: BVU 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 BVU all such information and data for this purpose as may be requested. BVU reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. BVU further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy BVU that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION**: BVU 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 BVU.

O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the 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.

2. BVU 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 BVU of the adjustment to be sought, and before proceeding to comply with the notice, shall await the BVU'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 BVU a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to BVU's right to audit the Contractor's records and/or to determine the correct number of units independently; or

c. 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 BVU with all vouchers and records of expenses incurred and savings realized. BVU 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 BVU within thirty (30) days from the date of receipt of the written order from BVU. 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 BVU 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, BVU, 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 BVU may have.

Q. **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:

1. 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 BVU 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.

2. Employer's Liability - \$100,000.

3. 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. BVU must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by BVU 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.)

R. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, BVU will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

S. **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.

T. **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, 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.

U. **AVAILABILITY OF FUNDS**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that BVU has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

V. **BID PRICE CURRENCY**: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

W. **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.

ATTACHMENT F
SPECIAL TERMS & CONDITIONS

1. **TIME & MATERIALS CONTRACT**: The agreement for supplies or services is on the basis of billable hours, which include overhead, profit, and materials at cost.
2. **ENTIRE AGREEMENT**: This agreement and the attachments represent the entire agreement between the parties and supersedes any prior oral or written understandings with respect to the services.
3. **INDEPENDENT CONTRACTOR**: The Contractor acknowledges he is an independent Contractor of BVU.
4. **NOT TO EXCEED AMOUNT**: The total fee paid under this contract is not to exceed the agreed upon price, plus any agreed upon and approved written price adjustments.
5. **INVOICES**: The Contractor will submit an invoice to the BVU representative for work actually performed. Invoices should be submitted on a weekly basis.
6. **AUDIT**: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment. BVU shall have full access to and the right to examine any of said materials during said period.
7. **WAIVER OF JURY TRIAL**: In any dispute, the parties agree to waive their right to a jury trial.
8. **LIMITED TERM TO BRING SUIT**: Either party filing a legal action must file such action within two (2) years of the event giving rise to such claim. The parties specifically agree to reduce the Commonwealth of Virginia's default five (5) year statute of limitations for a written contract.
9. **LEGAL FEES & EXPENSES**: In the event of a dispute each party shall be responsible for their own legal and other related fees and expenses.
10. **EXPENSES**: Unless agreed to in writing by BVU, all expenses incurred by the Contractor not included the price schedule shall be the sole responsibility of the Contractor.
11. **TAXES**: The Contractor is responsible for any and all taxes related to this agreement.
12. **SAFETY & EMPLOYMENT LAWS**: The Contractor acknowledges that they are responsible for complying with all safety and employment laws.
13. **EMPLOYEE & EQUIPMENT CHANGES**: The Contractor must notify BVU in writing of any supervisor, employee or equipment changes during the term of the contract.

14. **RESPONSIBILITY:** The Contractor accepts total responsibility for the replacement of materials, whether owned by BVU or others, which BVU judges, in its sole discretion, to have been damaged or killed as a result of negligence by the Contractor.
15. **ETHICS/SAFETY HOTLINE REPORTING:** Contractors can report any ethical or safety concerns with BVU employees, board members or others by calling the ethics hotline (855-678-6749) or online (www.bvua.ethicspoint.com).
16. **OPTINET-SUNSET TRANSACTION:** BVU is under contract with Sunset Fiber, LLC to sell the OptiNet & CPC OptiNet assets.
17. **TRAVEL/PER DIEM:** Any travel in support of this contract must be approved in advance by BVU. BVU reimbursement limits are subject to Virginia travel regulations.
18. **EXCLUSIVE RIGHTS:** BVU retains the exclusive right to cancel, stop or reschedule and or all services associated with the contract.
19. **SEVERABILITY:** Should any part of this contract be declared unenforced by a court of competent jurisdiction, all remaining parts remain in force.
20. **BVU CONFIDENTIAL INFORMATION:** The Recipient will not disclose to any third party, or make any use of the Discloser's Confidential Information except as required by the Virginia Freedom of Information Act. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information, but in no event less than reasonable care. The obligations hereunder will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, BVU's obligations to maintain software as confidential will survive in perpetuity. "Discloser" means the party providing Confidential Information to the Recipient. "Recipient" means the party receiving Confidential Information from the Discloser. "Confidential Information" means non-public information of a party to this Agreement that is identified as or would be reasonably understood to be confidential and/or proprietary and is marked "confidential" and meets the requirements of Virginia Freedom of Information Act 2.2-3700 et al.

Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iv) is independently developed by the Recipient without access to Confidential Information.

Pursuant to the Virginia Freedom of Information Act, trade secrets or confidential information as defined by the Virginia Freedom of Information Act that are identified as such prior to disclosure to the Recipient is not public information and will not be released to the public by

the Recipient except as set out below. Recipient will notify Discloser of any public records request, and if Discloser objects to Recipient disclosing any of the records responsive to the request, Discloser will notify the Recipient in writing within forty-eight (48) hours. If so notified, Recipient will not disclose the records until ordered to do so by a court of competent jurisdiction, and Discloser will enter an appearance as a party in-interest and defend Recipient in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Discloser objected. Discloser will indemnify, save harmless, and pay any and all attorney's fees incurred by Recipient, and any attorney's fees Recipient is ordered to pay to any person(s) or organization(s) as a result of Discloser's objection to the release of the public records. Discloser will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees Recipient incurs as a result of Discloser's objection to the release of the records requested pursuant to the Virginia Freedom of Information Act.

ATTACHMENT H
PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION
RFP # 20180000

Name of Firm/Offeror: _____

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, as well as the page number(s), 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 a trade secret or proprietary information. In addition, a summary of proprietary information provided shall be submitted on this form. The designation 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

ATTACHMENT I
ADDITIONAL CONTRACTOR DATA
RFP # 20180000

Name of Firm/Offeror: _____

List years in business supplying like services as outlined in these specifications:

_____ Years _____ Months

List of working equipment, specified materials and qualified personnel:

Describe your company's size and organization:

Alternative Contacts for Firm:

Name: _____

Email Address: _____

Mobile Phone: _____

Fax Number: _____

Please list below all current permits and licenses that shall be valid for the duration of the contract period along with copies of permits and licenses along with your completed fee schedule.

Manpower: The Contractor has _____ (number) of employees available to his/her company to perform services as needed for this contract.

Offeror has included Anti-collusion Statement with proposal	Yes/No (circle one)
Offeror has included Certificate of Insurance with proposal	Yes/No (circle one)
Offeror has acknowledged any addenda	Yes/No (circle one)

ATTACHMENT J

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL, FAILURE TO INCLUDE THIS FORM
MAY RESULT IN REJECTION OF YOUR PROPOSAL

Pursuant to Virginia Code §2.2-4311.2 an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder 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 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the President & CEO, as applicable. If this quote for goods or services is accepted by BVU the undersigned agrees that the requirements of the Code of Virginia Section §2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ___ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such Vendor's Identification Number issued to it by the SCC is _____.

B. ___ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such Vendor's Identification number issued to it by the SCC is _____.

C. ___ Offeror/Bidder does not have an Identification Number issued to it by the SCC such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s): _____

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) _____
Legal name of Offeror/Bidder _____
Date _____
Authorized Signature _____
Print or Type Name and Title _____

RETURN THIS PAGE WITH COPIES OF DOCUMENTATION

ATTACHMENT K
ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID OFFEROR DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED OFFEROR HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, NNPS HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR'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 SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR 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 SUSUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, 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.

EMPLOYMENT DISCRIMINATION BY THE SUCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL OFFEROR AGREES AS FOLLOWS:

a. THE OFFEROR, SHALL 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 SUCCESSFUL OFFEROR. THE SUCCESSFUL OFFEROR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.

b. THE SUCCESSFUL OFFEROR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR, SHALL STATE THAT SUCH SUCCESSFUL OFFEROR IS AN EQUAL OPPORTUNITY EMPLOYER.

c. 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.

2. THE SUCCESSFUL OFFEROR WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of OFFEROR: _____
Date: _____
Authorized Signature: _____
Printed Name: _____ Title: _____
Phone Number: _____ Fax Number: _____
Email Address: _____
Federal TAX Identification Number/Social Security Number: _____

Is Offeror a "minority" business? Yes No

If yes, please indicate the "minority" classification below:

- African American
- Hispanic American
- American Indian
- Eskimo
- Asian American
- Aleut
- Other: Please Explain: _____

Is Offeror Woman Owned? Yes No

Is Offeror a Small Business? Yes No

Is Offeror a Faith-Based Organization? Yes No

	<u>Proposal Packet Checklist</u>
	Cover Letter
	All pages of proposal initialed, in order and returned
	1 original and 4 copies of proposal with original clearly marked
	Required Contractor Information (Section 5.2)
	Company Statement of Qualifications (Section 5.3)
	Resume of Responsible Individuals (Section 5.4)
	Equipment Listing (Section 5.6)
	Signature Sheet complete & signed
	Exhibit B - References form complete
	Attachment C - Price Schedule form complete
	Attachment G - Exceptions to RFP form complete
	Attachment H - Proprietary/Confidential Information Identification form complete
	Attachment I - Additional Contractor Data form complete
	Attachment J - Proof of Authority to Transact Business in VA form complete & signed with copies of documentation
	Attachment K - Anti-collusion/Non-Discrimination/Drug-Free Workplace form complete & signed

Disclaimer:

The Contractor is responsible for fully complying with the requirements of the RFP. BVU has provided the checklist above to assist the Contractor in preparing their response.