REQUEST FOR PROPOSAL (RFP)

Issue Date: August 18, 2006  RFP # 214-06-Fitness
Title: Exercise Equipment for New Health and Fitness Center
Issuing Agency: Commonwealth of Virginia
Longwood University
Farmville, Virginia 23909

Using Agency And/Or Longwood University
Farmville, Virginia 23909

Project Completion date on or before March 1, 2007.
Sealed Proposals Will Be Received Until 2:00 p.m. local time September 29, 2006 For Furnishing the Services Described Herein.

All Inquiries For Information Should Be Directed To: Mr. James E. Simpson, VCO, CPPB, Director, Materiel Management Office Phone (434) 395-2093.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: MATERIEL MANAGEMENT, BRISTOW BUILDING, ROOM 218, CORNER OF MAIN STREET AND REDFORD STREET.

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

Name and Address of Firm: _____________________________ Date:_______________________
______________________________ By:______________________________
______________________________ Signature in Ink
______________________________ Name:__________________________
______________________________ (Please Print or Type)
______________________________ Zip Code________________________
FEI/FIN No. __________________________
Phone(____)__________________
E-Mail ___________________
Fax (____)_____________________
eVA member yes____ no____

Please check one: Small Business Women Owned Business Minority Owned Other______ (Vendors are highly encouraged to register with the Department of Minority Enterprises at http://www.dmbe.state.va.us.

PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held on September 13, 2006 at 2:00 p.m. at the Bristow Building Conference Room. Reference Paragraph VI Herein. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. If special ADA accommodations are needed, please contact James Simpson at 434.395.2093 by 5:00 pm September 11, 2006. No vendor shall have more than three(3) representatives at the Pre-Proposal Conference.

Addendums: Any changes resulting from the University’s requirements will be issued in an addendum and will
be posted to the eVA (http://www.dgs.state.va.us) and Longwood University Materiel Management website, http://www.longwood.edu. Click on offices, Purchasing, Solicitations/Awards, Open Invitation for Bids/Addenda/Awards. Click on the solicitation 214-06-Fitness. It is the sole responsibility of the bidder to check these web pages for all changes to the RFP prior to submission. Failure to do so may cause your bid to be determined non-responsive. Longwood University will not mail or fax these documents.

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**NOTE TO BIDDERS:** PARKING IS DIFFICULT, PLEASE PLAN TO ARRIVE EARLY. IF YOU REQUIRE ADA ACCOMODATIONS TO DELIVER PROPOSAL, CONTACT THE MATERIEL MANAGEMENT OFFICE AT (434) 395.2093 TWENTY-FOUR (24) HOURS PRIOR TO SOLICITATION CLOSING.
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CALENDAR OF EVENTS

Listed below are specific and estimated dates and times of action related to the RFP. The action with specific dates must be completed as indicated unless otherwise changed by the University. In the event that the University finds it is necessary to change any of the specific dates and times in the Calendar of Events listed below, it will do so by issuing an addendum to the RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

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<td>September 11, 2006</td>
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I. PURPOSE: The purpose of this Request for Proposal (RFP) is to solicit sealed proposals from qualified sources for the furnishing of Exercise Equipment through the competitive negotiation process for New Health and Fitness Center at Longwood University (herein referred to as the University or the Agency) an agency of the Commonwealth of Virginia.

II. BACKGROUND: Longwood University is a residential, state funded University with approximately 4,000 full-time students. The new Health and Fitness Center is a state-of-the-art facility that will include: 7,300 square foot fitness center, an 1/8\textsuperscript{th} mile track, a multi-activity Gym, 35 foot Climbing Wall, three (3) Group fitness studios, two (2) basketball/volleyball courts, two (2) racquetball courts along with Support areas; offices, locker rooms, juice bar, and equipment storage.

The Health and Fitness Center is scheduled to open spring semester 2007.

III. STATEMENT OF NEEDS: Proposals for the exercise equipment in the Health and Fitness Center at Longwood University should include, but not limited to:

1. Completely outfit a 7,300 square foot fitness center including delivery and installation with the following equipment categories. Quantity and model of equipment should be specified.
   a. Cardiovascular Fitness Equipment to include: treadmills, elipticals, stationary bicycles, stairclimbers, etc.
   b. Selectorized Strength Equipment
   c. Free Weight and Plate Loaded Equipment including dumbbells, plates, bars and grips
   d. Entertainment package to create a silent weight room that can accommodate at least eight (8) video and/or audio options.
   e. Provide a design of the equipment layout (CAD file available upon request).
2. Provide Service Plan to include:
   a. Warranty information
   b. Equipment buy back/replacement program
   c. Replacement parts and service agreements
   d. Longwood University staff maintenance training
3. Provide demo equipment from January 2, 2007 through March 1, 2007 to the current facility.
4. Provide promotional materials to be used as give-away items to students at our grand opening event.
5. Must provide all goods and services on or before March 1, 2007.
6. The attached drawing is to represent space only. Please disregard placement of equipment on the drawing. Proposal is intended to obtain suggested placements and quantities of equipment for the space provided.
IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors shall submit a complete response to this RFP. One (1) original and (5) copies of each proposal shall be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror. **MARK the original copy with a label and label each of the copies.**

2. Proposal Preparation:
   
a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

b. Proposals should be prepared simply and 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.

c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents that cross references the RFP requirements. Information which 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

d. 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 Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors’ proposal.

e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume. **Label the ORIGINAL and copies on the documents.**
Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror shall invoke the protections of 11-52D of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted shall be identified by some distinct method such as highlighting or underlining and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. **Oral Presentation:**

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

4. **Site Visits:**

At the option of Longwood University, site visits may be conducted with some or all of the Vendors responding to this RFP.

B. **SPECIFIC PROPOSAL INSTRUCTIONS:**

Proposals should be as thorough and detailed as possible so that Longwood University may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP in its entirety and all addenda acknowledgments, if any, signed and filled out as required.

2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.

3. A written narrative statement to include:
   a. Experience in providing the goods/services described herein.
   b. Names, qualifications and experience of personnel to be assigned to the project.

4. Specific plans for providing the proposed goods/services including:
   a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
   b. What, when and how the service will be performed.
   c. Time frame for completion (Must be completed on or before March 1, 2007.)

5. Proposed Price. Indicate in the pricing schedule, Section XII of the RFP.
6. SWAM Utilization – Summarize the planned utilization of DMBE certified small businesses and businesses owned by women and minorities under the contract to be awarded as a result of the solicitation. (See attachment I)

COMMUNICATIONS:

Informal Communications:

Between the University and the Vendor regarding this Request for Proposal from the date of receipt of this RFP by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified, informal communications regarding this procurement will cease. Informal communications will include, but not limited to:

1. Requests from the Vendor to any department at the University, with the exception of Materiel Management, for information, comment, speculation, etc.

2. Request from any department at the University or any employee of the University, with the exception of Materiel Management, for information, comment, speculation, etc.

Formal Communications:

1. From the date of receipt of this RFP by each Vendor until a binding contractual agreement exists with the Selected Vendor and all other Vendors have been notified or when the University rejects all proposals, all communications between the University will be formal or as provided for in this RFP, or as requested by Materiel Management. Formal Communications will include, but not limited to:

   a. Proposal Conference

   b. Oral Presentation

   c. Site visits, interviews, etc.

Any failure to adhere to these provisions set force in Informal communication and the Formal Communications sections above may result in the rejection of any Vendor’s proposal or cancellation of this RFP.

2. Longwood University will not reimburse any that responds to the RFP any expenses incurred in preparing responses to this RFP.
V. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated by Longwood University using the following criteria.

B. EVALUATION CRITERIA:

<table>
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<th>FOR SERVICES</th>
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<td>3. Qualifications and experience of offerors staff to be Assigned to perform the services</td>
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<td>4. References from other clients.</td>
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TOTAL 100

C. AWARD OF CONTRACT:

Selection shall be made of two or more offerors 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 offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror, which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this 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, 11-65D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. 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.

VI. OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held on September 13, 2006 at 2:00 pm at the Bristow Building Conference Room. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

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

Bring your copy of the solicitation with you to the conference. Any changes resulting from this conference will be issued in a written addendum to the
solicitation. If special ADA accommodations are needed, please contact James Simpson at 434.395.2093 by 5:00 pm September 11, 2006.
VII. GENERAL 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 normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”

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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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 these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) 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 (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the 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:** (Insert wording below appropriate to the solicitation type as indicated):

1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

2. **(For Request For Proposals):** 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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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 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).

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, regardless of which public agency is being billed.

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 the date of offset 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 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 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. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) 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

      (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 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.

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 (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder’s/offeror’s) physical facilities prior to award to satisfy questions regarding the (bidder’s/offeror’s) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The 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:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency’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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equal product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. (NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)
S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. *(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)*

T. **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 COVERAGE AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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 the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. 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.

   *(Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the foregoing sentence should be changed to read: These coverage should include Garage Owner’s Liability. Contracts with movers or truck transporters should also require motor carrier’s liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.)*

4. Automobile Liability - $1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

**NOTE:** In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

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<th>Limits</th>
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<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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Asbestos Design, Inspection or Abatement Contractors $1,000,000 per occurrence, $3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) $1,800,000 per occurrence, $3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:
July 1, 2007 - $1,925,000,
July 1, 2008 - $2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management $1,000,000 per occurrence, $3,000,000 aggregate

Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate

Legal $1,000,000 per occurrence, $5,000,000 aggregate

Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate

Surveying $1,000,000 per occurrence, $1,000,000 aggregate

* When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

* When Used: Include in all solicitations over $50,000.

V. 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 manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. 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.

X. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter
become available for the purpose of this agreement.
VIII. **SPECIAL TERMS AND CONDITIONS**

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

2. **AWARD:** Selection shall be made of two or more offerors 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 offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror that, in its opinion, has made the best proposal, and shall award the contract to that offeror. 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, §11-65D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. 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.

3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may 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.

4. **MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

5. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special label is not furnished, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From: __________________________
Name of Offeror __________________________

Due Date: __________________________
Time: __________________________

Street or Box Number: __________________________
IFB No./RFP. No. __________________________
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7. **METHOD OF PAYMENT:** The amount owed the Vendor for services provided shall be computed as the total monthly cost of services less the earnings credits offered by the Vendor based on balances in each account. In most cases, it is expected that the earnings credits will exceed the charges for services. Therefore, no direct payment will be made to the Vendor. Instead, the Vendor will credit to the University accounts the net difference between the earnings credit and the net difference between the earnings credit and the charges. In the event that the cost of services exceeds earnings, the University will pay the Vendor by check.

The Vendor shall prepare a monthly account analysis for each account and a consolidated account analysis for all accounts. The consolidated account analysis shall be viewed as the Vendor’s invoice for services. Approximately 30 days should be allowed for processing payments to the Vendor.

Contractor shall reference contract number 214-06-Fitness on all invoices.

8. **LATE PROPOSALS:** To be considered for selection proposals shall be received in the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intraUniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

10. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for Longwood University pursuant to the RFP shall belong exclusively to Longwood University and be subject to public inspection in accordance with the Virginia Freedom of Information Act; however, the Offeror shall invoke the protection of this section prior to or upon submission of the data or other materials, and shall identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

11. **MODIFICATION OF CONTRACT:** No contract may be renewed or extended unless provided for in the original contract. No additional consideration may be paid to the contractor because of renewal or extension unless specifically authorized under the original contract. No fixed-priced contract may be increased by more than 25% of the original amount of the contract or $10,000, whichever is greater, without the advance written approval of the Governor or his designee.
12. **CONTRACT COORDINATOR:** After award, all coordination for services required shall be with a designated Longwood University contract administrator. The successful vendor shall designate, in writing, a contact person, preferable on of the vendor’s principals, and all coordination between Longwood University and the successful vendor shall be the responsibility of the two respective coordinators.

13. Proposals will be available for public inspection after the award announcement, except to the extent that a proposer designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the nonconfidential portion of the proposal. A proposer’s designation of material as confidential will not necessarily be conclusive, and the proposer may be required to provide justification why such material should not be disclosed on request.

14. **RELEASE OF INFORMATION (CONFIDENTIALITY):** The Vendor, during the performance of this contract, will not disseminate any information concerning this specific work without prior written approval of Longwood University.
IX. OFFEROR DATA SHEET

TO BE COMPLETED BY VENDOR:

1. QUALIFICATION OF OFFERORS: The Offeror shall have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service:

   ____________ Years

3. REFERENCES: Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and telephone number of the person the Agency has your permission to contact.

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Address</th>
<th>Phone Number</th>
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<th>Date of Service</th>
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X. **INSTRUCTIONS TO OFFERORS:**

In order to validate a proposal, the following Sections of this Request for Proposal shall be completed by the offeror and returned to Longwood University.

A. The complete number of copies of the Request For Proposals requested, completed and signed.

B. Offeror Data Sheet shall be completed.

C. If there are any questions or clarifications of any aspect of this RFP, please fax the request to Materiel Management Office; fax number 434-395-2246 on the form attached. **Phone calls will not be accepted.**

Proposals shall be clearly marked on the outside of the packaging according to the instructions in the Special Terms and Conditions, #6.
XI. PRE-PROPOSAL QUESTION FORM

Project: Fitness Equipment  
Longwood University  
Farmville, Virginia 23909

Attn: Jane Crawley, CPPB, VCO  
Buyer Senior  
217 Bristow Building  
Longwood University  
Ph. (434) 395-2094  Fax (434) 395-2246

The following questions are against RFP #214-06-Fitness.

<table>
<thead>
<tr>
<th>Section, Page, Line(s)</th>
<th>Question</th>
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All questions shall be received by September 11, 2006  5:00 pm. All responses to questions will be made by an Addendum.

Question(s) submitted by: ________________________________

Name                      Company

Phone# ______________________ Fax# ______________________
XII. Pricing Schedule:

Proposed cost for Outfitting the New Health and Fitness Center with exercise equipment and related items according to the Statement of Needs:

LUMP SUM COST $______________________________
PROPOSAL CHECKLIST

Before returning your proposal, please insure the following are included:

_______ Entire proposal package
_______ Envelope labeled as required
_______ Cover page signed and dated
_______ Reference Data Sheet completed
_______ Any additional or special requirements included
_______ Signature and return of any applicable addenda, if issued

Carefully read the Request for Proposals for requirements in submitting the proposal. Be sure to address all of the narrative statements asked for in the proposal requirements. Any questions may be directed to Mr. James E. Simpson, Director Materiel Management, 434.395.2093 or at the pre-proposal conference.

Materiel Management  434.395.2093  Fax  434.395.2246
Attachment I: SWAM (Small, Women and Minority-owned Businesses) Utilization Plan

Offeror Name: ____________________________________  Preparer Name: ____________________________________  Date: _________

Is your firm a Small Business Enterprise certified by the Department of Minority Business Enterprise?   Yes_____  No_____
   If yes, certification number: ____________  Certification date: ________________

Is your firm a Woman-owned Business Enterprise certified by the Department of Minority Business Enterprise?    Yes_____     No_____
   If yes, certification number: ____________  Certification date: ________________

Is your firm a Minority-Owned Business Enterprise certified by the Department of Minority Business Enterprise?  Yes____     No_____
   If yes, certification number: ____________  Certification date: ________________

Instructions: Populate the table below to show your firm's plans for utilization of small, women-owned and minority-owned business enterprises in the performance of the Collection Services contract. Describe plans to utilize SWAMs businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business Enterprise: "Small business enterprise" shall mean an independently owned and operated business which, together with affiliates, has 250 or fewer employees or average annual gross receipts of $10 million or less averaged over the previous three years. Nothing in this provision prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or a federal guideline to be in compliance with a federal grant or program. For purposes of the SWAM Program, the definition of small business enterprise shall be interpreted to include all certified women-owned and minority-owned businesses.

Woman-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM

Program, all certified women-owned businesses are also a small business enterprise. Minority-Owned Business Enterprise: A business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals. For purposes of the SWAM Program, all certified minority-owned businesses are also a small business enterprise.

All small, women, and minority owned businesses must be certified by the
Commonwealth of Virginia Department of Minority Business Enterprise (DMBE) to be counted in the SWAM program. Certification applications are available through DMBE at 800-223-0671 in Virginia, 804-786-6585 outside Virginia, or online at www.dmbe.virginia.gov (Customer Service).

1. Plans for utilization of SWAM Businesses

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<tr>
<th>SWAM Business Name &amp; Address</th>
<th>SWAM Status: Small (S), Women (W), Minority (M) &amp; DMBE Certif. # &amp; Date</th>
<th>Contact Person, Tele. &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Contract Involvement</th>
<th>Planned Annual Contract Dollar Expenditure Amount</th>
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Totals $