REQUEST FOR COMPETING PROPOSALS (RFP)

Issue Date: June 29, 2003

Title: Residence Life Capital Improvement Program

Issuing Agency & Address: Commonwealth of Virginia
Longwood University
Materiel Management
Bristow Building #218
Farmville, Virginia 23909

Location of Work: Longwood University
201 High Street
Farmville, VA 23909

All inquiries for information should be directed to: James E. Simpson, CPPB, VCO, Director Materiel Management Phone #: (434) 395 - 2093

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:
Longwood University, Materiel Management, Bristow Building #218, corner of Main Street and Redford Street, receptionist’s desk at the front entrance.

Sealed proposals for furnishing the services will be received 2:00 p.m. September 5th 2003. Proposals shall reach the above address by the deadline stated.

In compliance with the Public-Private Education Facilities and Infrastructure Act of 2002 (the ”PPEA") and with this REQUEST FOR COMPETING PROPOSALS, which includes the attached Table of Contents and all provisions and appendices attached and referenced therein, and subject to all the terms and conditions set forth herein, the undersigned offers a competing proposal for consideration.

Name And Address Of Proposer:
_________________________________ Date: ____________________________
_________________________________ By ______________________________ (Signature in Ink)
_________________________________ Typed Name: _______________________
_________________________________ Zip:____
Title: ____________________________

Telephone No. ()______________ Fax No. (___)____________________

Longwood University shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, X 11-44). Longwood College shall also not discriminate against faith-based organizations. (Code of Virginia § 11-41/02.)
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I. **APPLICABILITY OF THE PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002**

The Public-Private Education Facilities and Infrastructure Act of 2002 (the “PPEA”) allows responsible public entities to create public-private partnerships for development of a wide range of projects for public if the public entities determine there is a need for the project and that private involvement may provide the project to the public in a timely and cost-effective fashion.

For purposes of clarity and uniformity in this RFP, only the term "University" will be used herein.

II. **PURPOSE**

The purpose of this RFP is to solicit proposals to provide a complete capital improvement program that includes new or renovated dormitories for all of the beds at Longwood University.

III. **BACKGROUND**

Longwood University was founded in 1839 as the Farmville Female Seminary Association. Since its founding, the University has expanded and changed significantly. In 1949, the institution became Longwood College and in 1976 the institution became co-educational. The institution gained university status in 2002. Currently, Longwood University is a residential 60-acre campus with approximately 2,500 undergraduate students living in the residence halls. Its 4,100 students come from over 25 states and foreign countries.

The current capital program will implement major changes to the campus. The program includes a new Science Building, Brock Commons (a pedestrian mall), and the rebuilding of Grainger and Ruffner Halls destroyed by fire in 2001. These projects will drastically transform the campus’s character and appearance.

IV. **INFORMATION AVAILABLE**

Longwood University has available upon request a copy of an unsolicited proposal, subject to the provisions of FOIA and 56-575.4 G of the PPEA. Contact Materiel Management at 434.395.2093 or email jsimpson@longwood.edu for copies. Due to the volume of information that is being provided, the information will only be available on a CD.

V. **PROPOSAL REVIEW FEE**

No fee will be charged by the University to process, review or evaluate any solicited proposal submitted under the PPEA, other than what are considered reasonable and incidental permit, utility, and related fees during the construction state of the project.

VI. **FREEDOM OF INFORMATION ACT**
Generally, proposal documents submitted by private entities are subject to the Virginia Freedom of Information Act (“FOIA”). In accordance with 2.2-3705 A 56 of the Code, such documents may be released if requested, except to the extent that they are relate to (i) confidential proprietary information submitted to the University under a promise of confidentiality or (ii) memoranda, working papers or other records related to proposals if making public such records would adversely affect the financial interest of the University or the private entity or the bargaining position of either party.

a. Subsection 56-575.4 G of the PPEA imposes an obligation on the University to protect confidential proprietary information submitted by a private entity or operator. When the private entity requests that the University not disclose information, the private entity must (i) invoke the exclusion when the data or materials are submitted to the University or before such submission, (ii) identify the data and materials for which protection from disclosure is sought, and (iii) state why the exclusion from disclosure is necessary. A private entity may request and receive a determination from the University as to the anticipated scope of protection prior to submitting the proposal. The University is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal form disclosure if the entire proposal has been designated confidential by the propose without reasonable differentiating between the proprietary and non-proprietary information contained therein.

b. Upon receipt of a request that designated portions of a proposal be protected from disclosure as confidential and proprietary the University shall determine whether such protection is appropriate under applicable law and, if appropriate, the scope of such appropriate protection and shall communicate its determination to the proposer. If the determination regarding protection or the scope thereof differs from the proposal’s request, then the University will accord the propose a reasonable opportunity to clarify and justify its request. Upon a final determination by the University to accord less protection than requested by the proposer, the proposer will be accord an opportunity to withdraw its proposal.

VII. GENERAL REQUIREMENTS:

A. PROPOSAL SUBMISSION

Proposers will be required to follow a two-part proposal submission process consisting of an initial conceptual phase (Part 1) and detailed phase (Part 2). The initial phase of the proposal should contain specified information on proposer qualifications and experience, project characteristics, project financing, anticipated public support or opposition, or both, and project benefit and compatibility. The Part 2 detailed proposal must contain specified deliverables.

VIII. Proposal Preparation and Submission
A. General Requirements:

1. **RFP Responses:** Offerors shall submit only a complete response to the conceptual phase (Part 1). Incomplete proposals may be considered as non-responsive. One (1) original and eight (8) copies of each proposal must be submitted to Longwood University. The Offeror shall make no other distribution of the proposal.

2. **Proposal Preparation:**

   A. **Proposals shall be signed by an authorized representative of the Offeror.** All information requested must be submitted. Failure to submit all information requested may result in Longwood University requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information will be rejected by Longwood University. 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 concise description of the proposer’s capabilities to complete the proposed qualifying project and the benefits to be derived from the project by the public. Projects benefits to be considered are those occurring during the construction, renovation, and expansion or improvement phase and during the life cycle. Each proposal shall provide a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis shall 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 for the conceptual phase (Part 1). All the pages of the proposal should be numbered. Each paragraph in the proposal shall reference the paragraph number or letter in the corresponding section of the RFP. It is also helpful to cite the paragraph number, letter and subnumber or subletters and repeat the text of the requirement as it appears in the RFP. If the response covers more than one page, the paragraph number, letter, subnumbers and/or subletters must be repeated at the top of the next page. The proposal shall contain a Table of Contents which cross references the RFP requirement. The specific requirements to be addressed should be tabbed separately. 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 attached at the end of the proposal 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. **Each copy of the submitted proposal shall be bound and contained in a**
single volume. All documentation submitted with the proposal shall be contained in that single volume.

E. Oral Presentation: Offerors who submit a proposal to the RFP, may be required to give an oral presentation of their proposal to Longwood University. 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. Longwood University will schedule the time and the location of these presentations. Oral presentations are an option of Longwood University and may or may not be conducted.

3. Specific Proposal Requirements

A. Format for Submissions at Conceptual Stage (Part 1)

The University requires that proposals at the conceptual stage contain information in the following areas: (i) qualifications and experience, (ii) project characteristics, (iii) project financing, (iv) anticipated public support or opposition, or both, (v) project benefit and compatibility and (vi) such additional information as may seem prudent which is not inconsistent with the requirements of the PPEA. Suggestions for formatting information to be included in proposals at the Conceptual Stage include:

1. Qualifications and Experience

   a. Identify the legal structure of the firm or consortium of firms making the proposal. Identify the organizational structure for the project, the management approach and how each partner and major subcontractor ($1 million or more) in the structure fits into the overall team. All members of the operator/offeror’s team, including major subcontractors known to the proposer must be identified at the time a proposal is submitted for the Conceptual Stage. Identified team members, including major subcontractors (over $5 million), may not be substituted or replaced once a project is approved and comprehensive agreement entered into, without the written approval of the University. Include the status of the Virginia license of each partner, proposer, contractor, and major subcontractor.

   b. Describe the experience of the firm or consortium including experience with projects of comparable size and complexity. Describe the length of time in business, business experience, public sector experience and other engagements of the firm or consortium of firms. Describe the past safety performance record and current safety capabilities of the firm or consortium of firms. Describe the past technical performance history on recent projects of comparable size and complexity, including disclosure of any legal claims, of the firm or consortium of firms. Include the identity of any firms that will provide design, construction and completion guarantees and warranties and a description of such guarantees and warranties.
c. For each firm or major subcontractor ($1 million or more) that will be utilized in the project, provide a statement listing all of the firm’s prior projects and clients for the past 3 years and contact information for same (names/addresses/telephone numbers). If a firm has worked on more than ten (10) projects during this period, it may limit its prior project list to ten (10), but shall first include all projects similar in scope and size to the proposed project and, second, it shall include as many of its most recent projects as possible. Each firm or major subcontractor shall be required to submit all performance evaluation reports or other documents, which are in its possession evaluating the firm’s performance during the preceding three years in terms of cost, quality, schedule maintenance, safety and other matters relevant to the successful project development, operation, and completion.

d. Provide the names, addresses, and telephone numbers of persons within the firm or consortium of firms who may be contacted for further information.

e. Provide a current or most recently audited financial statement of the firm or firms and each partner with an equity interest of twenty percent or greater.

f. Identify any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.

g. Identify proposed plan for obtaining sufficient numbers of qualified workers in all trades or crafts required for the project.

h. Provide information on any training programs, including but not limited to apprenticeship programs registered with the U.S. Department of Labor or a State Apprenticeship Council, in place for employees of the firm and employees of any member of a consortium of firms.

i. Provide information on the level of commitment by the firm or consortium of firms to use Department of Minority Business Enterprise firms in developing and implementing the project.

j. For each firm or major subcontractor that will perform construction and/or design activities, provide the following information:

   (1) A sworn certification by an authorized representative of the firm attesting to the fact that the firm is not currently debarred or suspended by any federal, state or local government entity.

   (2) A completed qualification statement on a form developed by the University that reviews all relevant information regarding technical qualifications and capabilities, firm resources and business integrity of the firm, including but not limited to, bonding capacities, insurance coverage and firm equipment. This statement shall also include a mandatory disclosure by the firm for the past three years any of the following conduct:

      (A) bankruptcy filings
(B) liquidated damages
(C) fines, assessments or penalties
(D) judgments or awards in contract disputes
(E) contract defaults, contract terminations
(F) license revocations, suspensions, other disciplinary actions
(G) prior debarments or suspensions by a governmental entity
(H) denials of prequalification, findings of non-responsibility
(I) safety past performance data, including fatality incidents, “Experience Modification Rating,” “Total Recordable Injury Rate” and “Total Lost Workday Incidence Rate”
(J) violations of any federal, state or local criminal or civil law

(K) criminal indictments or investigations
(L) legal claims filed by or against the firm

k. Worker Safety Programs: Describe worker safety training programs, job-site safety programs, accident prevention programs, written safety and health plans, including incident investigation and reporting procedures.

2. Project Characteristics

a. Provide a description of the project, including the conceptual design. Describe the proposed project in sufficient detail so that type and intent of the project, the location, and the communities that may be affected are clearly identified.

b. Identify and fully describe any work to be performed by the University.

c. Include a list of all federal, state and local permits and approvals required for the project and a schedule for obtaining such permits and approvals.

d. Identify any anticipated adverse social, economic and environmental impacts of the project. Specify the strategies or actions to mitigate known impacts of the project. Indicate if an environmental and archaeological assessment have been completed.

e. Identify the projected positive social, economic and environmental impacts of the project.

f. Identify the proposed schedule for the work on the project, including the estimated time for completion.

g. Identify contingency plans for addressing public needs in the event that all or some of the project is not completed according to projected schedule.

h. Propose allocation of risk and liability for work completed beyond the agreement's completion date, and assurances for timely completion of the project.
i. State assumptions related to ownership, legal liability, law enforcement and operation of the project and the existence of any restrictions on the University's use of the project.

j. Provide information relative to phased or partial openings of the proposed project prior to completion of the entire work.

3. Project Financing

a. Provide a preliminary estimate and estimating methodology of the cost of the work by phase, segment, or both.

b. Submit a plan for the development, financing and operation of the project showing the anticipated schedule on which funds will be required. Describe the anticipated costs of and proposed sources and uses for such funds. Include any supporting due diligence studies, analyses or reports.

c. Include a list and discussion of assumptions underlying all major elements of the plan.

d. Identify the proposed risk factors and methods for dealing with these factors.

e. Identify any local, state or federal resources that the proposer contemplates requesting for the project. Describe the total commitment, if any, expected from governmental sources and the timing of any anticipated commitment.

4. Project Benefit and Compatibility

a. Identify community benefits, including the economic impact the project will have on the University and local community in terms of amount of tax revenue to be generated for the University and political subdivisions, the number jobs generated for Virginia residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs generated by the project and the number and value of subcontracts generated for Virginia subcontractors.

b. Identify any anticipated public support or opposition, as well as any anticipated government support or opposition, for the project;

c. Explain the strategy and plan that will be carried out to involve and inform the general public, business community, local governments, and governmental agencies in areas affected by the project;

d. Describe the compatibility of the project with local, regional, and state economic development efforts.

e. Describe the compatibility with the local comprehensive plan, local infrastructure development plans, and any capital improvements budget or other government-spending plan.
IX. Proposal Evaluation and Selection Criteria

The following items shall be considered in the evaluation and selection of the Conceptual Stage of the PPEA proposals and the selection of a proposal or proposals to be continued to the Detailed (part 2) stage.

A. Qualifications and Experience  30 POINTS

Factors to be considered in either phase of an agency or institution’s review to determine whether the proposer possesses the requisite qualifications and experience should include:

1. Experience, training and preparation with similar projects;
2. Demonstration of ability to perform work;
3. Demonstrated record of successful past performance, including timeliness of project delivery, compliance with plans and specifications, quality of workmanship, cost-control and project safety;
4. Demonstrated conformance with applicable laws, codes, standards, regulations, and agreements on past projects;
5. Leadership structure;
6. Project manager's experience;
7. Management approach;
8. Project staffing plans, the skill levels of the proposed workforce, apprenticeship and other training programs offered for the project, and the proposed safety plans for the project;
9. Financial condition; and
10. Project ownership.

B. Project Characteristics  30 POINTS

Factors to be considered in determining the project characteristics include:

1. Project definition;
2. Proposed project schedule;
3. Operation of the project;
4. Technology, technical feasibility;
5. Conformity to laws, regulations, and standards;
6. Environmental impacts;
7. Condemnation impacts;
8. State and local permits; and
9. Maintenance of the project.

C. Project Financing 30 POINTS

Factors to be considered in determining whether the proposed project financing allows adequate access to the necessary capital to finance the project include:

1. Cost and cost benefit to the responsible University;
2. Financing and the impact on the debt or debt burden of the responsible University;
3. Financial plan, including overall feasibility and reliability of plan; operator’s past performance with similar plans and similar projects; degree to which operator has conducted due diligence investigation and analysis of proposed financial plan and results of any such inquiries or studies.
4. Estimated cost; and
5. Life-cycle cost analysis.

D. Project Benefit and Compatibility 10 POINTS

Factors to be considered in determining the proposed project's compatibility with the appropriate local or regional comprehensive or development plans include:

1. Community benefits, including the economic impact the project will have on the University and local community in terms of amount of tax revenue to be generated for the University and political subdivisions, the number jobs generated for Virginia residents and level of pay and fringe benefits of such jobs, the training opportunities for apprenticeships and other training programs generated by the project and the number and value of subcontracts generated for Virginia subcontractors.
2. Community support or opposition, or both;
3. Public involvement strategy;
4. Compatibility with existing and planned facilities; and

5. Compatibility with local, regional, and state economic development efforts.

X. **Initial Review by the University at the Conceptual Stage (Part 1)**

Only proposals complying with the requirements of the PPEA that contain sufficient information for a meaningful evaluation and that are provided in an appropriate format will be considered by the University for further review at the conceptual state. After reviewing proposals submitted during the notice period, the University may recommend to the Secretary of Education:

(i) not to proceed further with any proposal,

(ii) to proceed to the detailed (Part 2) phase of review with the original proposal,

(iii) to proceed to the detailed (Part 2) phase with a competing proposal, or

(iv) to proceed to the detailed (Part 2) phase with multiple proposals.

The Secretary of Education shall approve, in writing, in advance, the course of action to be implemented by the University, after considering the comments of Secretaries of Finance and Administration.

XI. **Format for Submissions at Detailed Stage (Part 2)**

After receiving approval by the Secretary of Education to proceed to the detailed phase of review with one or more proposals, the following information, where applicable, shall be provided by the private entity unless a waiver of the requirement or requirements is agreed to by the University:

1. A topographical map (1:2,000 or other appropriate scale) depicting the location of the proposed project;

2. Conceptual site plan indicating proposed location and configuration of the project on the proposed site;

3. Conceptual (single line) plans and elevations depicting the general scope, appearance and configuration of the proposed project;

4. Detailed description of the proposed participation, use and financial involvement of the State, agency and/or locality in the project. Include the proposed terms and conditions for the project if they differ from the standard state General Conditions;

5. A list of public utility facilities, if any, that will be crossed by the qualifying project and a statement of the plans of the proposer to accommodate such crossings;

6. A statement and strategy setting out the plans for securing all necessary property. The statement must include the names and addresses, if known, of the current owners of the subject property as
well as a list of any property the proposer intends to request the University to condemn;

6. A detailed listing of all firms that will provide specific design, construction and completion guarantees and warranties, and a brief description of such guarantees and warranties;

7. A total life-cycle cost specifying methodology and assumptions of the project or projects and the proposed project start date. Include anticipated commitment of all parties; equity, debt, and other financing mechanisms; and a schedule of project revenues and project costs. The life-cycle cost analysis should include, but not be limited to, a detailed analysis of the projected return, rate of return, or both, expected useful life of facility and estimated annual operating expenses.

8. A detailed discussion of assumptions about user fees or rates, and usage of the projects.

9. Identification of any known government support or opposition, or general public support or opposition for the project. Government or public support should be demonstrated through resolution of official bodies, minutes of meetings, letters, or other official communications.

10. Demonstration of consistency with appropriate local comprehensive or infrastructure development plans or indication of the steps required for acceptance into such plans.

11. Explanation of how the proposed project would impact local development plans of each affected local jurisdiction.

12. Description of an ongoing performance evaluation system or database to track key performance criteria, including but not limited to, schedule, cash management, quality, worker safety, change orders, and legal compliance.

13. Identification of any known conflicts of interest or other disabilities that may impact the University's consideration of the proposal, including the identification of any persons known to the proposer who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to the project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 etseq.) of Title 2.2.

14. Acknowledge conformance with Sections 2.2 – 4367 thru 2.2-4377 of the Code of Virginia, the Ethics in Public Contracting Act;

15. Additional material and information as the public entity may reasonably request.

XII. Proposal Evaluation and Selection Criteria for Submissions at Detailed Stage (Part 2).

The same items that were considered in the evaluation and selection of the Conceptual Stage (Section VII) of the PPEA proposals will be utilized.
XIII. Award:

University shall use the procedures developed that are consistent with procurement of other than professional services through “competitive negotiation” as the term is defined in 2.2-4301 of the Code of Virginia (competitive negotiation). Selection shall be made of 2 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. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. Negotiation allows modification of proposals, including price. Offers and counter-offers may be made as many times with each offeror as is necessary to secure a reasonable contract. After negotiations have been conducted with each offeror so selected, the University shall select the offer which in its opinion has made the best proposal. The University 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 reasons why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia) Should the University 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 comprehensive agreement shall be drawn up incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor’s proposal as negotiated. This comprehensive agreement shall be submitted to the Secretary of Education for approval. The Secretary of Education shall forward the comprehensive agreement to the Governor for approval.

XIV. Comprehensive Agreement

The Governor, upon advice from interested and affected members of the Governor’s cabinet, shall approve any comprehensive agreement entered into pursuant to the PPEA between the Commonwealth and a private provider. The Commonwealth shall accept no liability for acquiring, designing, constructing, improving, renovating, expanding, equipping, maintaining, or operating the qualifying project prior to entering into a properly executed comprehensive agreement. Each comprehensive agreement shall define the rights and obligations of the responsible public entity and the selected proposer with regard to the project.

The terms of the comprehensive agreement shall include but not be limited to:

1. The delivery of maintenance, performance and payment bonds or letters of credit in connection with any acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the qualifying project;

2. The review of plans and specifications for the qualifying project by the Commonwealth, its agencies or instrumentalities;

3. The rights of the Commonwealth to inspect the qualifying project to ensure compliance with the comprehensive agreement;

4. The maintenance of a policy or policies of liability insurance or self-insurance reasonably
sufficient to insure coverage of the project and the tort liability to the public and employees
and to enable the continued operation of the qualifying project;

5. The monitoring of the practices of the operator by the Commonwealth, its agencies or
instrumentalities to ensure proper maintenance;

6. The terms under which the operator will reimburse the Commonwealth for services provided;

7. The policy and procedures that will govern the rights and responsibilities of the
Commonwealth and the operator in the event that the comprehensive agreement is terminated
or there is a material default by the operator including the conditions governing assumption of
the duties and responsibilities of the operator by the state agency or institution and the transfer
or purchase of property or other interests of the operator by the responsible public entity;

8. The terms under which the operator will file appropriate financial statements on a periodic
basis

9. The mechanism by which user fees, lease payments, or service payments, if any, may be
established from time to time upon agreement of the parties. Any payments or fees shall be set
at a level that is the same for persons using the facility under like conditions and that will not
materially discourage use for the qualifying project;

   a. A copy of any service contract shall be filed with the Commonwealth.

   b. A schedule of the current user fees or lease payments shall be made available by the
operator to any member of the public upon request.

   c. Classifications according to reasonable categories for assessment of user fees may be
made.

10. The terms and conditions under which the responsible public entity may contribute financial
resources, if any, for the qualifying project;

11. A periodic reporting procedure that incorporates a description of the impact of the project on
the Commonwealth; and

12. Such other terms as the Commonwealth may find necessary and convenient, that are agreed to
by the private partner(s).

Any changes in the terms of the comprehensive agreement as may be agreed upon by the parties from
time to time shall be added to the comprehensive agreement by written amendment.

Parties submitting proposals understand that representations, information and data supplied in support
of, or in connection with proposals plays a critical role in the competitive evaluation process and in the
ultimate selection of a proposal by the Commonwealth. Accordingly, as part of the Comprehensive
Agreement, the prospective operator and its team members shall certify that all material representations,
information and data provided in support of, or in connection with, a proposal is true and correct.
Such certifications shall be made by authorized individuals who have knowledge of the information provided in the proposal. In the event that material changes occur with respect to any representations, information or data provided for a proposal, the prospective operator shall immediately notify the Commonwealth of same. Any violation of this section of the Comprehensive Agreement shall give the Commonwealth the right to terminate the Agreement, withhold payment or other consideration due, and seek any other remedy available under the law.

XI. ATTACHMENTS:

Attachments are found on the CD in the following order:

ATTACHMENT A: PUBLIC-PRIVATE EDUCATION FACILITIES AND INFRASTRUCTURE ACT OF 2002
ATTACHMENT B: RESIDENCE HALLS ASSESSMENT REPORT (3DI)
ATTACHMENT C: COMPREHENSIVE PLAN FOR HOUSING AND RESIDENTIAL LIFE (ANDERSON STRICKLER, AUG. 21, 2003)
ATTACHMENT D: PART 1 CONCEPTUAL PHASE PROPOSAL EXECUTIVE SUMMARY (FIRST CHOICE PUBLIC-PRIVATE PARTNERS)
ATTACHMENT E: PART 1 CONCEPTUAL PHASE PROPOSAL QUALIFICATIONS & EXPERIENCE (FIRST CHOICE PUBLIC-PRIVATE)
ATTACHMENT F: PART 1 CONCEPTUAL PHASE PROJECT CHARACTERISTICS (FIRST CHOICE PUBLIC-PRIVATE PARTNERS)
ATTACHMENT G: PART 1 CONCEPTUAL PHASE PROJECT BENEFIT & COMPATIBILITY (FIRST CHOICE PUBLIC-PRIVATE PARTNERS)
ATTACHMENT H: PART 1 CONCEPTUAL PHASE PROPOSED SCOPE (FIRST CHOICE PUBLIC-PRIVATE PARTNERS)
ATTACHMENT I: PART 1 CONCEPTUAL PHASE
The following are the standard General Terms and Conditions which apply to all written solicitations issued by state agencies for procurements that are subject to the APSPM unless changed, deleted, or revised by the legal advisor to the agency or institution. Typically the clauses Q., R., & S., are normally not applicable to service contracts and clause T., is typically not applicable to goods contracts.

**REQUIRED GENERAL TERMS AND CONDITIONS**

**GOODS AND NONPROFESSIONAL SERVICES**

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These General Terms and Conditions are required for use in written solicitations issued by state agencies for procurements that are subject to this manual unless changed, deleted or revised by the legal advisor to your agency. You should edit the wording to fit the type of solicitation (IFB or RFP) by either deleting or lining out the inappropriate words in all parenthesis. For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T.

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842. Manual is also accessible via the DGS/DPS website-http://www.dgs.state.va.us.

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 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. 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 recipients 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, § 2.2-4343.1 E).*

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

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
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

Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, 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, 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:

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.

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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, § 2.2-43 63).

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.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall 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.

0. 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.

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.

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.

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 coverages 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 coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

1. Worker’s Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor’s Liability or Owner’s and Contractor’s Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage. (Note to Agency/Institution: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverages are to include Products, Completed Operations Coverage and Garagekeeper’s Liability.)

4. Automobile Liability - $500,000 - Combined single limit. (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>Profession/Service</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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<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<td>Health Care Practitioner (to include Dentists, Optometrists, Nurses, Pharmacists, Doctors, etc.)</td>
<td>$1,600,000 per occurrence, $3,000,000 aggregate (Increased limit effective August 1, 1999)</td>
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<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Landscape/Architecture</td>
<td>$500,000 per occurrence, $1,000,000 aggregate</td>
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<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
</tr>
<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $300,000 aggregate</td>
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U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on Longwood University Public Posting Board, Bristow Building for a minimum of 10 days. Upon the award or the announcement of the decision to award a contract over $30,000, 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](http://www.eva.state.va.us)) for a minimum of 10 days.

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 in accordance with this chapter, 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, or disability or against faith-based organizations. 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, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The 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, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. **eVA Basic Vendor Registration Service**: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. **eVA Premium Vendor Registration Service**: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. 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, and ability to research historical procurement data, as they become available.

Effective until July 1, 2003, the Commonwealth will direct AMS not to invoice for the 1% transaction fee for orders issued during the period July 1, 2002, through June 30, 2003, to allow additional time for vendors to become electronically enabled. AMS will continue to invoice for transaction fees accrued prior to July 1, 2002. To enable vendors to analyze the future impact of transaction fees, AMS will issue “no pay” invoices for transaction fees that would normally accrue during the period of July 1, 2002, through June 30, 2003. For contracts that extend beyond June 30, 2003, contractors may request price adjustments to incorporate the eVA transaction fee, as provided in the Price Escalation/De-escalation clause in the Special Terms and Conditions of the contract.

c. **Ariba Commerce Services Network Registration**: The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.