REQUEST FOR PROPOSALS
RFP

Issue Date: July 8, 2003
Title: Signage for Civil Rights in Education Heritage Trail
Issuing Agency: Commonwealth of Virginia
Longwood University
Materiel Management Department
Bristow Building, Room #218
201 High Street
Farmville, Virginia 23909

Using Agency and/or Location where work will be performed:
Longwood University
Farmville, Virginia 23909

Period of Contract: From award to one year.

Sealed Proposals Will Be Received no later than August 5, 2003 at 2:00 pm.

All Inquiries for Information should be directed To: Jim Simpson, Materiel Management Office, (434) 395-2093.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: MATERIEL MANAGEMENT OFFICE, BRISTOW BUILDING, CORNER MAIN (U.S. BUSINESS 15) AND REDFORD STREETS, ROOM #218, FARMVILLE, VIRGINIA 23909.

In Compliance With This Request for Proposals 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
___________________________________  ______________________________
FEI/FIN No. __________________________  Name Typed or Printed
Telephone No. (_____)________________
Fax No. (_____)________________

Check All that Apply:
Registered with eVA ___  Minority ___  Small Business ___  Women Owned ___
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I. **PURPOSE:** The intent and purpose of this Request for Proposals is to establish a contract with one qualified person through competitive negotiations for furnishing and installing signage for the Civil Rights in Education Heritage Trail.

II. **STATEMENT OF NEEDS:** Longwood University in cooperation with the Virginia Department of Transportation and Old Dominion Resource Conservation and Development Council, Inc. through the Civil Rights in Education Heritage Trail Enhancement Project is soliciting a vendor to convert finished, digital sign artwork into 41 Panel Images (36” x 24”; screen printed, fiberglass embedded; 4-color) for outdoor exhibits for 41 historical sites located in the jurisdictions of the City of Petersburg, and the counties of Dinwiddie, Chesterfield, Nottoway, Prince Edward, Cumberland, Buckingham, Appomattox, Halifax, Lunenburg, Mecklenburg, Brunswick, Amelia, and Charlotte. The project requires that a website address (to be provided to the successful vendor) be digitally added to the existing sign artwork on each sign prior to fabrication. This project requires 41 Base Fabrications (36”x24”, Cantilevered Traditional Low Profile Base; aluminum, color to be determined). Installation of the 41 Panel Images into the 41 Base Fabrications and the 41 Base Fabrications secured in the ground at designated locations is the final requirement. Successful vendor will be provided a local contact for each jurisdiction, site maps, and background material previously collected. **Vendor shall include a sample of proposed sign design with the proposal.**

III. The Proposed sites for the Heritage Trail Signs are as follows:

**PRINCE EDWARD COUNTY**

The National Center for the Study of Civil Rights In Education/Robert Russa Moton Museum
First Baptist Church
Beulah AME Church
Prince Edward County Public Schools
Longwood University
Hampden-Sydney College

**CHARLOTTE COUNTY**

Charlotte County Library
Salem School
Southside VA Community College/Daniel Campus

**HALIFAX COUNTY**

Mizpah Presbyterian Church
Mary Bethune Office Complex
Washington-Coleman Elementary School.

The Meadville Center
MECKLENBURG COUNTY

Thyne Institute
Boynton Academic and Bible Institute

LUNENBURG COUNTY

St. Matthew’s Lutheran Church Christian Day School
The People’s Community Center

BRUNSWICK COUNTY

Southside Virginia Community College/Alberta Campus
St. Paul’s College
Fort Christanna
Hospital and School of the Good Shepherd (Three Angels Inn)

DINWIDDIE COUNTY

Rocky Branch School
Southside Virginia Training Center
Dinwiddie Court House

CITY OF PETERSBURG

Peabody-Williams School
Earliest Known Public High School for African Americans in Virginia (Peabody School)
McKenney Library

CHESTERFIELD COUNTY

Virginia State University

NOTTOWAY COUNTY

Ingleside Training School
Blackstone Female Institute (United Methodist Center)
Mt. Nebo Church

AMELIA COUNTY

Mrs. Samantha J. Neil (Amelia Courthouse)

Russell Grove School
BUCKINGHAM COUNTY

Carter G. Woodson Birthplace.
One Room Schoolhouse (Buckingham Historical Village)

APPOMATTOX COUNTY

Camp Winonah/Mozella Price Home
Carver-Price School
Education in 1800’s Rural Virginia (Appomattox Courthouse National Historical Park)

CUMBERLAND COUNTY

Jackson Davis (Cumberland Court House)
Rosenwald School at Cartersville.
Hamilton High School

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. 1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (4) copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror. Also to be included with the proposal is the completion of the C104 and C105 forms which are attached.

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

   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 which 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.

f. 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 must 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 must specifically identify the data or
materials to be protected and state the reasons why protection is necessary. The
proprietary or trade secret material submitted must be identified by some distinct
method such as highlighting or underlining and must indicate only the specific
words, figures, or paragraphs that constitutes 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.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

“Proposals should be as thorough and detailed as possible so that the (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 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.

c. Resumes of staff 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 (if not otherwise specified by the agency in the statement of needs).

5. Proposed Price. Indicate in the pricing schedule, Section XII of the RFP, if provided.

V. EVALUATION AND AWARD CRITERIA: Proposals shall be evaluated by Longwood University using the following criteria.

A. EVALUATION CRITERIA:

FOR SERVICES POINT VALUE

1. Qualifications and experience of offerors in providing the services. 30

2. References from other clients 10

3. Specific plans or methodology to be used to perform the services 30

4. Price 30

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. COMMUNICATIONS:

Informal Communications: From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror(s) and all other offerors have been notified, or when the institution rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to: (1) requests from offerors to any departments at the institution (with the exception of the designated institution Materiel Management Office) for information, comments, speculation, etc., regarding the RFP, responses or process; and (2) requests from any departments of the institution (with the exception of the designated institution Materiel Management authority) for information, comments, speculation, etc., regarding the RFP, responses or process.

Formal Communications:

Nature of Communication: From the date of receipt of this Request for Proposal by each offeror until a binding contractual agreement exists with the selected offeror or when Longwood College rejects all proposals, all communications between the institution and the offeror will be formal or as requested by the institution’s Materiel Management Office. Address all inquiries to Jim Simpson at (434) 395-2093.

Adherence to Provisions: Any failure to adhere to the provisions set forth above may result in the rejection of any offeror’s proposal or in the cancellation of this Request for Proposals.

Revisions/Additions to RFP: Revisions or additions to this Request for Proposal shall be at the sole discretion of Longwood College. In the event it becomes necessary to revise any part of this Request for Proposal, revisions will be mailed by the Materiel Management Office to all offerors to whom the initial Request for Proposal was mailed or by whom the initial Request for Proposal was requested.
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. 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 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 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 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. **DEBARMED 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, 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.

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:**

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.

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.

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.

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:

<table>
<thead>
<tr>
<th>Profession/Service</th>
<th>Limits</th>
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<tbody>
<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Doctors, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations)</td>
<td>$1,700,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Insurance/Risk Management</td>
<td>(Increased limit effective July 1, 2003) $1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>Landscape/Architecture</td>
<td>$500,000 per occurrence, $1,000,000 aggregate</td>
</tr>
<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>
</tr>
<tr>
<td>Surveying</td>
<td>$100,000 per occurrence, $300,000 aggregate</td>
</tr>
</tbody>
</table>

U. ANNOUNCEMENT OF AWARD: 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 website (www.eva.state.va.us) for a minimum of 10 days and on the Longwood University Public Posting Board, Bristow Building and on the Longwood University website (www.longwood.edu/purchasing) 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;
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, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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, 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. 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 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.
VIII. SPECIAL TERMS AND CONDITIONS:

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to Longwood University will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

2. **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.

3. **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.

4. **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.

5. **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.
6. **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.

7. **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.

_________________________ _________________________________
City, State, Zip Code      IFB/RFP Title
```

Name of Contract/Purchase Officer or Buyer: __________________________

The envelope should be addressed as directed on the label or Page 1 of the solicitation.

If a bid/proposal is not contained in a sealed envelope with the label or properly addressed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Bids/proposals may be hand delivered to the designated location in the office issuing the solicitation. Nor other correspondence or other bids/proposals should be placed in the envelope.

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.

9. **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.

10. **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.

11. **CONTRACT ADMINISTRATOR:** After award, a contract administrator shall be identified. He/She shall use all powers under the contract to enforce its faithful performance.

   The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Director of Materiel Management through a written amendment to the contract.

12. 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.

13. **RELEASE OF INFORMATION (CONFIDENTIALITY):** The Contractor, 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>
<th>Fax Number</th>
<th>Date of Service</th>
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**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 using the label provided or according to the instructions in the Special Terms and Conditions, #6.
XI. QUESTION FORM

Project: Signage for the Civil Rights in Education Heritage Trail  
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 #214-03-Signage.

<table>
<thead>
<tr>
<th>Section, Page, Line(s)</th>
<th>Question</th>
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All questions shall be received by August 1, 2003 5:00 pm. All responses to questions will be made by an Addendum.

Question(s) submitted by:

<table>
<thead>
<tr>
<th>Name</th>
<th>Company</th>
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<table>
<thead>
<tr>
<th>Phone#</th>
<th>Fax#</th>
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</thead>
<tbody>
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</table>
XII. PRICING SCHEDULE:

Provide a cost quotation for fulfilling the responsibilities for Signage for the Civil Rights in Education Heritage Trail Longwood University in cooperation with the Virginia Department of Transportation and Old Dominion Resource Conservation and Development Council, Inc. through the Civil Rights in Education Heritage Trail Enhancement Project.

$______________________ Lump sum for completion of Project.
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION
AFFIDAVIT

PROJECT.

FHWA.

This form must be completed, signed, notarized and returned with bid; and failure to do so, may result in the rejection of your bid. A separate form must be submitted by each principal of a joint venture bid.

1. I, the firm, corporation or officers, agents or employees thereof have neither directly nor indirectly entered into any combination or arrangement with any person, firm or corporation or entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, the effect of which is to prevent competition or increase the cost of construction or maintenance of roads or bridges.

During the preceding twelve months, I (we) have been a member of the following Highway Contractors Associations, as defined in Section 33 1-336 of the Code of Virginia (1970) (If none, so state)

<table>
<thead>
<tr>
<th>NAME</th>
<th>Location of Principal Office</th>
</tr>
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</table>

2. I (we) have _____ have not _____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that I/We have _____ have not _____ filed with the joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contract or subcontracts of $10,000 or under are exempt)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contract and subcontract unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U S. Department of Labor.

(Continued)
3. The bidder certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; and

(d) Where the bidder is unable to certify to any of the statements in this certification, the bidder shall show an explanation below.

Explanations will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any explanation noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in federal criminal prosecution or administration sanctions. The bidder shall provide immediate written notice to the Department if at any time the bidder learns that its certification was erroneous when submitted or has become erroneous by reason of change circumstances.

The undersigned is duly authorized by the bidder to make the foregoing statements to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at ______________________________________ day of _______________ , 20__

County (City), STATE

________________________________________________________________________

(Name of Firm) (Signature) Title (print)

STATE of __________________________________________ COUNTY (CITY) of _______________________

To-wit:

I __________________________________________, a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day _______________ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _______________ day of _______________ , 20__

My Commission expires _______________

Notary Public
ORDER NO.: 
CONTRACT ID. NO.: 

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

PROJECT
FHWA

This form must be completed, signed and returned with bid; and failure to do so may result in the rejection of your bid. **THE CONTRACTOR SHALL AFFIRM THE FOLLOWING STATEMENT EITHER BY SIGNING THE AFFIDAVIT AND HAVING IT NOTARIZED OR BY SIGNING THE UNSWORN DECLARATION UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES. A SEPARATE FORM MUST BE SUBMITTED BY EACH PRINCIPAL OF A JOINT VENTURE BID.**

**STATEMENT.** In preparation and submission of this bid, I, the firm, corporation or officers, agents or employees thereof did not, either directly or indirectly, enter into any combination or arrangement with any persons, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Article 1.1 or Chapter 12 of Title 18.2 (Virginia Governmental Frauds Act), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59 1-68.8 of the Code of Virginia.

**AFFIDAVIT**
The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at __________________________ this day of ____ 20___
County (City), STATE

________________________________________________________
(Name of Firm) (Signature) Title (print)

STATE of __________________________________________________________________ COUNTY (CITY) of ____________

To-wit:
I __________________________ a Notary Public in and for the State and County(City) aforesaid, hereby certify that this day __________________________ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _______ day of _______ 20___
My Commission expires ____________

______________________________________________
Notary Public

OR

**UNSWORN DECLARATION**
The undersigned is duly authorized by the bidder to make the foregoing statement to be filed with bids submitted on behalf of the bidder for contracts to be let by the Commonwealth Transportation Board.

Signed at __________________________ this _____ day of _____ 20___
County (City), STATE

________________________________________________________
(Name of Firm) (Signature) Title (print)