



Request for Applications (RFA)

Issue Date: Tuesday, March 4, 2025

RFA: 87426

Title: Virginia Migratory Waterfowl Stamp Grant Program / Wetland Restoration Projects 2025

Issuing Agency: Virginia Department of Wildlife Resources (DWR)
7870 Villa Park Drive, Suite 400
Henrico, VA 23228

Applicants: Applications may only be submitted by appropriate nonprofit organizations in accordance with the *Code of Virginia* § 29.1-339.2.

Application Submission Deadline: Friday, April 25, 2025, at 5:00 PM Eastern Standard Time (EST)

Period of Performance: To be determined by the Issuing Agency (DWR) based upon the applications submitted.

Number of Awards: Single or Multiple

Award Ceiling: Up to \$200,000, minimum 1:1 match requirement

Optional Pre-Application Meeting: Will be hosted virtually by the Department of Wildlife Resources on Wednesday, March 12, 2025, from 10:00 AM – 11:00 AM EST to allow prospective applicants to ask questions regarding this solicitation. Attendance to this meeting is optional. Please see more information on Page 11.

All inquiries for information should be directed to:

J. Tyler Turpin
Email: Justin.Turpin@dwr.virginia.gov
Phone: (804) 317-9478
cc: Ben Sagara, ben.sagara@dwr.virginia.gov

Inquiries must be received by 5:00 PM EST on Friday, April 4, 2025.

Applications must be submitted electronically via the Commonwealth's e-procurement system.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against an applicant because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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APPLICATION SIGNATURE PAGE

In compliance with this Request for Applications 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 application or as mutually agreed upon by subsequent negotiation.

Name and Address of Organization:

Date: _____

By: _____

(Signature)

Name: _____

(Please Print)

Title: _____

FEI / FIN No. _____

Phone: (____) _____ FAX: _____

Section I – Grant Information

Purpose

The purpose of this Request for Applications (RFA) is to solicit sealed applications for the purpose of identifying potential projects for cooperative waterfowl habitat improvement. In accordance with the *Code of Virginia* § 29.1-339.2, applications may only be submitted by appropriate nonprofit organizations.

Background

During the 2005 legislative session of the Virginia General Assembly, legislation was passed requiring DWR to create and require a “Migratory Waterfowl Conservation Stamp” for individuals hunting waterfowl in Virginia. According to the legislation, funds raised from the sale of this stamp are to be utilized in three ways:

1. Funds shall be utilized to pay for the overhead associated with producing and selling the stamp.
2. Fifty percent of the remaining funds shall be contracted with appropriate non-profit organizations for cooperative waterfowl habitat improvement projects.
3. The remaining fifty percent of the funds shall be utilized by the Virginia Department of Wildlife Resources to protect, preserve, restore, enhance or develop waterfowl habitat.

This Request for Applications shall be utilized to fulfill the requirements of *Code of Virginia* § 29.1-339.2 D2 and *Code of Virginia* § 29.1-339.2 etl.

Statement of Needs

The Virginia Migratory Waterfowl Conservation Grant applications must be for a waterfowl habitat improvement project. Grant funds are not available for research, law enforcement, compensatory mitigation, or other non-habitat projects. Projects will be evaluated by a panel of wildlife professionals based on waterfowl habitat benefits, site characteristics, project planning, social concerns, and other wildlife considerations.

This grant has a minimum 1:1 match requirement. Match may be in the form of cash or in-kind compensation. Use of the application format is mandatory. Applicants may only include one (1) single and complete project per application. Eligible in-kind match may include donated time, materials, or equipment that is necessary for the completion of the project. Final determination of eligibility resides with the Virginia Department of Wildlife Resources. Upon completion of the project, match documentation in the form of receipts, mileage, hours, or time sheets will be required as proof of match.

Successful applicants will sign an agreement with the Department of Wildlife Resources outlining each partner’s responsibilities. A minimum 15-year restoration agreement will be required for all projects. Preferred consideration will be given to projects that are permanently protected.

Section II – Application Preparation Instructions

Application Preparation and Submission

1. Application Preparation:

- a. Applicants must be registered in eVA to apply. To register in eVA, go to <https://eva.virginia.gov/register-now.html>. If your organization is already registered in eVA, you are strongly encouraged to login to eVA to verify your eVA registration status is active and your account information is correct before you submit your application response.
- b. In order to be considered for selection, Applicants must submit a complete response to this RFA. One (1) original, so marked, and one (1) redacted copy if applicable (removing only proprietary information), so marked, shall be attached electronically as an Adobe PDF, using the Commonwealth's electronic procurement system, eVA. Instructions for submitting a response electronically in eVA can be found [here](https://eva.virginia.gov/supplier-training-materials.html) (<https://eva.virginia.gov/supplier-training-materials.html>).
- c. Applications shall be signed by an authorized representative of the applicant. All information requested should be submitted using the Commonwealth's e-procurement system, eVA. Failure to submit all information requested may result in DWR requiring prompt submission of missing information and/or giving a lower ranked evaluation of the application. Applications which are substantially incomplete or lack key information may be rejected by the DWR. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- d. Applications should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be placed on completeness and clarity of content.
- e. Applications should be organized in the order in which the requirements are presented in the RFA. Each section in the application should include the question or reference the corresponding section number.
- f. The application narrative must be typed on 8.5" x 11" paper using size 11 or 12 of a conventional font such as Times New Roman, Arial, or Courier. All pages of the application should be numbered.
- g. All documentation submitted with each copy of the application should be bound in a single volume.
- h. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFA 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 applicant shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the applicant must invoke the protection of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other a material is submitted. The written notice must specifically identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of an entire application document, line-item prices, and/or total application prices as proprietary or trade secrets is not acceptable and will result in rejection of the application. If, after being given reasonable time, the applicant refuses to withdraw an entire classification designation, the application will be rejected.

2. Oral Presentations:

- a. Applicants may be required to give an oral presentation of their application. This provides an opportunity for the applicant to clarify or elaborate on the application. This is a fact finding and explanation session only and does not include negotiation. If deemed necessary, DWR will schedule the time and location of these presentations. Oral presentations are at the discretion of DWR and may or may not be conducted.

Application Instructions

Applicants are required to submit the following items as a complete application.

1. Signature Page: An authorized representative of the applicant must sign the Signature Page. See Page 2.
2. Cover Page: Applicants must use the provided Cover Page. See Page 8.
3. Project Narrative: Include the question or reference the corresponding section number with your response.
 - A. Project Description: Be specific; provide a description of the proposed project. If necessary, use a separate sheet(s). Applications must address:
 1. Significance of site for high priority waterfowl species as identified in the [North American Waterfowl Management Plan \(NAWMP\)](#) (Atlantic Population Canada Goose, American Black Duck, Mallard, Northern Pintail, Lesser Scaup)
 2. Significance to other waterfowl and wetland dependent species, particularly those identified in [Virginia's Wildlife Action Plan](#)
 3. Benefits to other wildlife species, particularly those identified in Virginia's Wildlife Action Plan. Spatial searches and resulting species lists may be found through the Department's Fish and Wildlife Information Services system at <https://services.dwr.virginia.gov/fwis/>. Applicants will need to clearly address how those species will directly benefit from the proposed work.
 4. Conservation of biologically significant features and/or habitats
 5. Cost-share/partnerships
 6. Land ownership and protection documentation (15-year minimum, permanent preferred)
 - B. Description of Project Results: Provide a brief explanation as to WHY this project needs to be done and the specific outcomes of the project. If necessary, use a separate sheet(s). Include:
 1. Quality/quantity of habitat restored, including habitat type
 2. Water quality benefits
 3. Cumulative benefits in relation to adjacent habitats and to the regional landscape (e.g., does this project connect adjacent habitat or open space? Does proposed restoration/enhancement address local or regional environmental concerns?)

4. Public access benefits (e.g., does this project provide new or enhanced public access to hunting, viewing, and/or researching waterfowl?)
 5. Educational/recreational benefits
- C. Project Site Design: Include a design layout of the project site. Address the following:
1. Land use history and the underlying problems that require restoration / enhancement
 2. Restoration experience, including partners. In addition, please provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number, and project name. See Section VIII, Special Terms and Conditions #12 on page 23.
 3. Appropriate technical review of restoration design
 4. Anticipated review and permit requirements (cultural, environmental, USACE, DEQ, VMRC, local)
- D. Project Location: Include a map/photo of the project location.
1. Is this project located within a watershed that has Conservation, Restoration, or Protection Goals identified on the [Atlantic Flyway Dabbling Duck Habitat Prioritization](#) tool?
 2. Is this project located within the Chesapeake Bay watershed?
- E. Project Management Timeline: Provide a project management timeline with anticipated start and completion dates for all phases of the project, including permitting, final design, construction, monitoring/evaluation, and short- and long-term maintenance.
- F. Maintenance Plan: Describe the proposed short-term and long-term maintenance activities for the project. Include information on who will be responsible for maintenance and when maintenance activities will occur. If necessary, use separate sheet(s).
1. Include monitoring or evaluation plan of project.
 2. Include long term maintenance plan.
 3. List known invasive species present in or adjacent to the project area and how they will be managed.
- G. Project Partners: If necessary, use a separate sheet(s).

Name	Organization	Title
Address		
Telephone	Fax	Email

Name	Organization	Title
Address		
Telephone	Fax	Email

Name	Organization	Title
Address		
Telephone	Fax	Email

H. Grant Budget Table / Pricing Schedule: If necessary, use a separate sheet(s).

Grant Budget Table / Pricing Schedule

Funding Source	Materials/ Supplies	Contractual Services	Equipment	Personnel	Totals
Requested grant funds					
Match (cash)					
Match (in-kind)					
Totals					

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APPLICATION COVER PAGE

Project Title/Name:

Applicant:

Partners:

Project Officer:

Street Address:

City:

State:

ZIP:

Phone:

Fax:

E-mail:

Project Location: ☐ Public ☐ Private

Project Size in acres:

Total Project Cost \$:

Requested Grant \$:

Cash Match \$:

In-Kind Match \$:

Section III – Evaluation and Award Criteria

The Agency in its sole determination shall select the application or applications that it deems appropriate, and which meet the needs of the Agency. An initial review for adherence to the guidelines of the application will be completed and applications failing to provide the required information may be removed from consideration. Each complete application from eligible organizations will be read by a review panel who will rate the applications using the evaluation criteria indicated below:

1. Waterfowl/Wetland Habitat Benefits: 50 points
 2. Project Design and Management: 30 points
 3. Conservation Benefits and Partnerships: 20 points
- TOTAL POSSIBLE POINTS: 100 points**

WATERFOWL/WETLAND HABITAT BENEFITS (Maximum Score 50)	
Evaluation Criteria	Question Value
A1 Significance of site for high priority waterfowl species identified in the NAWMP	10
A2 Significance of site for other waterfowl and wetland dependent species, particularly those identified in the VWAP	5
A3 Benefits to other wildlife species	3
A4 Conservation of biologically significant features and/or habitat	8
B1 Quality/quantity of habitat restored or enhanced	5
B2 Water quality improvements	5
B3 Cumulative benefits in relation to adjacent habitats and to the regional landscape	8
D1 Is this project located within a watershed identified on the Atlantic Flyway Dabbling Duck Habitat Prioritization tool	3
D2 Is this project located within the Chesapeake Bay watershed	3
Waterfowl/Wetland Habitat Benefits Total Points	50

PROJECT DESIGN AND MANAGEMENT (Maximum Score 30)	
Evaluation Criteria	Question Value
C1 Land use history and the underlying problems that require restoration/enhancement	5
C3 Appropriate technical review	4
C4 Ability to meet review and permitting requirements	4
E Appropriate and realistic project management timeline	3
F1 Monitoring/evaluation activities to evaluate success of the project	3
F2 Long term maintenance component	3
F3 Ability to manage exotic and invasive species	3
H Cost effectiveness	5
Project Design and Management Total Points	30
CONSERVATION BENEFITS AND PARTNERSHIPS (Maximum Score 20)	
Evaluation Criteria	Question Value
A5, G Cost share of partners and their relative percentages	5
A6 Protection agreement for site	5
B4-5 Public access benefits and education/recreational benefits	5
C2 Restoration experience (leadership/previous success/references)	5
Conservation Benefits and Partnerships Total Points	20
TOTAL POSSIBLE POINTS	100

Section IV – Pre-Application Meeting

An **optional** pre-application meeting will be hosted virtually via Microsoft Teams on **Wednesday, March 12, 2025**, from **10:00 AM to 11:00 AM (EST)** by the Department of Wildlife Resources. The purpose of this meeting is to allow potential applicants an opportunity to present questions to obtain clarification relative to any facet of this solicitation. Please have a copy of the solicitation with you. Questions will not be answered during the meeting. Any changes resulting from this meeting will be issued in a written addendum to the solicitation.

Microsoft Teams [Need help?](#)

Join the meeting now

Meeting ID: 250 415 129 470

Passcode: d2r3mP9b

Dial in by phone

[+1 434-230-0065,,29815897#](#) United States, South Hill

[Find a local number](#)

Phone conference ID: 298 158 97#

Join on a video conferencing device

Tenant key: commonwealthofvirginia@m.webex.com

Video ID: 111 081 891 5

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Section V – Deadline for Questions Concerning Application Requirements and Documents

If any prospective applicant has questions about the specifications or other application documents, the prospective applicant should contact the program officer listed below no later than **5:00 PM (EST) Friday, April 4, 2025**. Any revisions to the solicitation will be made only by addendum issued by DWR. All inquiries for information should be directed to:

J. Tyler Turpin

Email: Justin.Turpin@dwr.virginia.gov

Phone: (804) 317-9478

cc: Ben Sagara, ben.sagara@dwr.virginia.gov

Section VI – Reporting and Delivery Instructions

1. The Contractor shall provide all reports identified and agreed to in the contract within the time requirements specified.
2. The Contractor will provide a separate document identifying the involvement of small businesses and businesses owned by women and minorities. The section will specify the actual dollars contracted to be spent to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. The information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses. See Section VIII, Special Terms and Conditions #9 on page 22.

Section VIII – Terms and Conditions

Program Terms and Conditions

The Virginia Department of Wildlife Resources reserves the right to:

- Reject any or all applications received in response to this RFA.
- Withdraw the RFA at any time, at the Department's sole discretion.
- Make an award under the RFA in whole or in part.
- Disqualify any applicant whose conduct and/or application does not meet the requirements of the RFA.
- Seek clarifications and revisions of applications.
- Use application information obtained through site visits, management interviews and the state's investigation of an applicant's qualifications, experience, ability or financial standing, and any material or information submitted by the applicant in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFA.
- Change any of the scheduled dates.
- Award more than one contract resulting from this RFA.

General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any 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:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non- debarred vendor will be debarred for the same time period as the debarred vendor.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:** 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 offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that

invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

- M. **TESTING AND INSPECTION:** 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give 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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax- included price.

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict 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 equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The 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 offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all 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 coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an

additional insured to the policy by an endorsement.

4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers Professional Counselors, Hospitals, or Health Maintenance Organizations.)	
<u>https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</u>	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- 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 in eVA (www.eva.virginia.gov) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

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

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

- 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, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and

an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

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

BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership

or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

Special Terms and Conditions

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

2. **AWARD TO MULTIPLE APPLICANTS:** 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. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. 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 reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one purchase order with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your proposal or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
5. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the applicant. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
6. **EXTRA CHARGES NOT ALLOWED:** The prices listed on the proposal shall be for complete installation ready for the Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
7. **FINAL INSPECTION:** At the conclusion of the work, the contractor shall demonstrate to the authorized owners' representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance of the work.

8. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
9. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
- A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All applicants are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the applicant shall note such on the Small Business Subcontracting Plan. No applicant or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals.
 - B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
 - C. Prime Contractor Subcontractor Reporting:
 - 1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 - 2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
10. **OPTIONAL PRE-PROPOSAL meeting:** An **optional** pre-proposal meeting will be hosted virtually via Microsoft Teams on **Wednesday, March 12, 2025**, from **10:00 AM to 11:00 AM (EST)** by the Department of Wildlife Resources. **NO ADMITTANCE WILL BE PERMITTED AFTER 10:05 AM (EST).** The purpose of this meeting is to allow potential applicants an opportunity to present questions and obtain clarification relative to any facet of this solicitation. Please have a copy of this solicitation with you. Any changes resulting from this meeting will be issued in a written addendum to the solicitation.

11. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **REFERENCES:** Applicants shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, telephone number, and project name. Please see question D2 of Section II, Specific Instruction on page 6.
13. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
15. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
16. **FEDERALLY IMPOSED TARRIFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located

outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

17. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2- 4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

Section IX - Payment Terms

Disbursement of funds will follow a cost reimbursement procedure and will be for actual funds expended. In order to be reimbursed, funded entities must submit supporting documentation for all expenses incurred, using the monthly invoice template provided by DWR. Invoices must be submitted by the 20th of the month following the end of each month of service provision. Actual expenditures shall be invoiced pursuant to approved line-item budget categories of the sub-award agreement. Funded entities shall be reimbursed only for costs that have been incurred with the contract period. Requests for reimbursement for allowable costs incurred shall be submitted no more

frequently than monthly. The funded entity should allow 30 days from the time requests for payment are received by DWR until reimbursement is received. If errors are found in the expenditure statements, the 30 days will begin on the date the errors are corrected. All invoices shall be submitted using the standard invoice template provided by DWR which includes at a minimum the following information:

- Name and address of Contracting Agency
- Point of contact for invoice related questions
- Invoice # (never duplicated)
- Date of Invoice
- Purchase Order #
- Billing period for current invoice
- Current billing period costs listed by ledger category (Personnel, fringe benefits, supplies, etc.)
- Include cost sharing (in-kind) if applicable
- Year-to-date costs
- Supporting documentation for reimbursable costs incurred.

Funded entities must submit the final request for reimbursement to DWR within 30 days after the expiration of the Period of Performance. The Period of Performance will be determined by the Issuing Agency (DWR) based upon the proposals submitted.

The funded entity shall be required to maintain accounting records to support all requests for disbursement. These records shall be available for review by the Commonwealth of Virginia. DWR will monitor expenditures accordingly.