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HARRISONBURG-ROCKINGHAM REGIONAL SEWER AUTHORITY

REQUEST FOR PROPOSAL

RFP No. HRRSA-2020-01

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ATTACHMENTS:

A – OWNER FURNISHED EQUIPMENT, MANUFACTURER’S O&M MANUAL

B – CONTRACT DRAWINGS

C – HRRSA GENERAL TERMS AND CONDITIONS & INSURANCE REQUIREMENTS

D – VIRGINIA CLEAN WATER REVOLVING LOAN FUND – 2016 CONTRACT INSERTS

E – DBA 2019 HEAVY CONSTRUCTION WAGE RATE

1. PURPOSE

- A. The Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) is requesting proposals, subject to the specifications and conditions contained herein, for the Tertiary Filter Phase III Upgrade Project at the North River Wastewater Treatment Facility (NRWWTF) in Mount Crawford, Virginia.
- B. Owner Furnished Equipment for installation under this RFP was procured under RFP No. HRRSA-2019-01. Please refer to Attachment A (Owner's manual) for details on the owner furnished equipment to be installed as part of this project. Attachment B contains the Contract Drawings showing the exact scope of work to be performed pursuant to this RFP. As shown in Attachment B, the contract drawings contain three (3) distinct phases of work: Demolition, Process-Mechanical and Electrical. Interested contractors can submit a proposal which covers any singular phase of work, any two (2) phases of work or all three (3) phases of work.
- C. Owner Furnished Equipment will be delivered to the project site on or before December 15, 2019.
- D. The Owner Furnished Equipment for installation under this RFP consists of: drive assemblies; center tube assemblies with cloth media disks; backwash/waste pump assemblies; pressure transducer assemblies; float switches; basin mounting brackets; main electrical control panel; and HMI panel. In summary, Phase III Owner Furnished Equipment to be installed pursuant to this RFP shall operate as a complete and functioning system consisting of two cloth media filter units in a single concrete basin and three backwash pumps (one lead, one lag, and one lag lag). Phase III shall be a mirror application of the existing combined Phase I/II Filter Upgrade.
- E. Contractor shall furnish and install miscellaneous metals shown in Attachment B to include walkways, supports, hand rails, grating and appurtenances. Walkways and platforms are Delegated Design items and shall be designed by a professional engineer registered in the Commonwealth of Virginia. Signed and sealed shop drawings shall be submitted to the Owner as part of the shop drawing review process for all Delegated Design items.
- F. The filter equipment supplier will provide a field representative to oversee critical phases of installation and assembly under direct contract with the Owner.
- G. The Offeror shall demonstrate prior U.S. installation experience of Aqua Aerobic Cloth Media Mega Disk Filtration Equipment in a concrete basin configuration. Installation of package units will not count towards installation experience.
- H. This solicitation, and the resulting Purchase Order(s), shall be consistent with the Virginia Water and Waste Authorities (VWWA) Act and the Virginia Public Procurement Act (VPPA).

2. **BACKGROUND INFORMATION**

- A. HRRSA is a political subdivision of the Commonwealth of Virginia, organized under the Virginia Water and Waste Authorities Act, Chapter 28, Title 15.1, Code of Virginia of 1950, as amended. HRRSA was created by action of the Board of Supervisors of Rockingham County and the Councils of the City of Harrisonburg and the Towns of Bridgewater, Dayton and Mt. Crawford, Virginia and was chartered by the State Corporation Commission on July 15, 1970.

HRRSA's North River Wastewater Treatment Facility (WWTF) is located at 856 North River Road, Mount Crawford, Virginia 22841 and has a rated design capacity of 22.0 million gallons per day (MGD).

3. **SCOPE OF SERVICES**

- A. The Harrisonburg-Rockingham Regional Sewer Authority (HRRSA) will evaluate and rank all compliant proposals submitted pursuant to this RFP. Evaluation criteria include prior experience installing cloth media filtration equipment of similar size in concrete basins, technical proposal content and cost. At its sole discretion, HRRSA may enter an agreement with the Offeror for the work contained in this RFP that it deems to be most advantageous to HRRSA. HRRSA reserves the right to reject any or all proposals.
- B. Each proposal shall designate which of the three (3) divisions of work is being submitted upon: Demolition, Process-Mechanical, Electrical as identified in Attachment B. Offerors may submit a proposal which covers any singular phase of work, any two (2) phases of work or all three (3) phases of work. Walkways, platforms and miscellaneous metals items are Delegated Design items to be designed by a registered professional engineer in the State of Virginia. Signed and sealed shop drawings shall be submitted to the Owner for all Delegated Design items.

4. **GENERAL CONTRACT CONDITIONS**

Refer to the HRRSA General Terms and Conditions and Insurance Requirements (Attachment C) and the Virginia Clean Water Revolving Loan Fund – 2016 contract inserts (Attachment D) and applicable Davis Bacon Wage Rate schedule (Attachment E)..

5. **SPECIAL TERMS AND CONDITIONS**

- A. Retainage: Under the provisions of Code of Virginia 2.2-4333, the Offeror shall be paid at ninety-five percent of the earned sum when payment is due, with no more than five percent being retained to ensure faithful performance of the contract. All amounts withheld may be included in the final payment.

- B. Partial Payment: HRRSA will pay the Offeror monthly based upon agreed to estimated percentages of contract work performed or stored to date.
- C. Final Payment: The final payment, which will include the retainage, less any amounts due or claimed by HRRSA, shall not become due until all punch list items have been resolved to the satisfaction of HRRSA. Within 30 days of completion of said items, HRRSA shall pay the Offeror the amount therein stated, less all prior partial payments.
- D. Project Completion:
 - 1. Substantial Completion: When Offeror(s) consider the entire Work ready for its intended use Offeror shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Offeror as incomplete) and request that Engineer issue a certificate of Substantial Completion. Promptly after Offeror's notification, Owner, Offeror, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Offeror in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.
 - 2. Final Inspection: Upon written notice from Offeror(s) that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Offeror and will notify Offeror in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Offeror shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
 - 3. Partial Utilization: Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Offeror agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Offeror's performance of the remainder of the Work, subject to the following conditions:
 - a. Owner at any time may request Offeror in writing to permit Owner to use or occupy any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If and when Offeror agrees that such part of the Work is substantially complete, Offeror will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

- b. Offeror at any time may notify Owner and Engineer in writing that Offeror considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - c. Within a reasonable time after either such request, Owner, Offeror, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Offeror in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the Engineer will issue a certification of Substantial Completion of that part of the Work as described above.
- E. Shop Drawings and Samples: Offeror shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals. Shop Drawings shall be prepared by persons and entities possessing expertise and experience in the trade for which the Shop Drawing is prepared and, if required by the Contract Documents or applicable Laws or Regulations, by a licensed architect or engineer, as appropriate. Data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Offeror proposes to provide and to enable Engineer to review the information.
- 1. Submittal Procedures: Submit shop drawings in accordance with the following submittal procedures:
 - a. Submit three (3) hard copies of all shop drawings and samples and one digital copy. One (1) hard copy will be returned to Offeror.
 - b. Before submitting each Shop Drawing or Sample, Offeror shall have determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto; the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; all information relative to Offeror's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents. Each submittal shall bear a stamp or specific written certification that Offeror has satisfied Offeror's obligations under the Contract Documents with respect to Offeror's review and approval of that submittal.
 - c. With each submittal, Offeror shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each

Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

2. **Engineers Review:** Engineer's review and approval or other appropriate action will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer's review and approval or other appropriate action will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. Engineer's review is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Offeror as required by the Contract Documents. Engineer will return submittals marked as follows:
 - a. **Approved:** Offeror may incorporate product(s) or implement Work covered by submittal.
 - b. **Approved as Noted:** Offeror may incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - c. **Revise as Noted, Resubmit:** Make corrections or obtain missing portions, and resubmit. Except for portions indicated, Offeror may begin to incorporate product(s) or implement Work covered by submittal, in accordance with Engineer's notations.
 - d. **Rejected/Resubmit as Specified:** Offeror may not incorporate product(s) or implement Work covered by submittal.
3. **Re-Submittal Procedures:** If submittals are required to be resubmitted, Offeror shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Offeror shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6. **INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS**

- A. **Questions and Inquiries:** Procedural questions about this RFP should be directed to Sharon G. Foley, P.E., HRRSA Executive Director, at (540) 434-1053 extension 223 or sfoley@hrrsa.org. TECHNICAL QUESTIONS SHOULD BE DIRECTED TO ROB MANGRUM (MANGRUM CONSULTING & DESIGN), AT (434) 665-1515 OR ROB@MANGRUMCONSULTING.COM. **ALL QUESTIONS SHALL BE SUBMITTED BY EMAIL BEFORE 5:00 P.M., LOCAL TIME, DECEMBER 6, 2019.**

- B. Site Visits: A mandatory pre-proposal conference will be held for this solicitation on November 22, 2019 at 10:00 A.M., local time in the HRRSA Administration Building located at 856 North River Road, Mount Crawford, Virginia 22841.
- C. Contents of Proposals: Information contained in the proposal shall be stated in a clear and concise manner. Documents should be submitted in two separate envelopes, one containing the Technical Proposal and the other containing the Cost Proposal. The two submittals shall be identical except that the Technical Proposal shall not contain any cost information.
- D. The Offeror’s submittal shall be organized in accordance with the following Table of Contents. Each page of the submission should be numbered sequentially.

1. Table of Contents

Section	Title
1	RFP COVER PAGE
2	Executive Summary Including Proposed Personnel / Team Organization
3	Manufacturer Information, Relevant Experience and References
4	HRRSA Required Forms: Vendor Identification/Ownership Disclosure Statement, Small & Minority Business Statement and State Corporation Commission Form
5	Price Quotation Form (Cost Proposal only)

2. Executive Summary

- a. Provide an executive summary highlighting key aspects of the proposal excluding cost information but including a clear statement of all phases of work being submitted upon. The executive summary should not exceed one page in length.
- b. The executive summary shall clearly state and identify who the sole responsible party is for submitting the proposal, (i.e. the Offeror).
- c. Include an organizational chart for the team.
- d. Provide clear, concise information regarding the experience and qualifications of all key personnel responsible for work and the respective roles and experience of those members. Key personnel shall include Offeror’s Project Manager and structural engineer to be utilized. Provide the geographic location of all key personnel.

- E. Cost Proposal: The Cost Proposal shall be identical to the Technical proposal but shall also include a completed Price Quotation Form.
- F. Packaging of Proposals: The Proposal will be submitted in two separate envelopes, one containing the Technical Proposal and the second containing the Cost Proposal. The Technical Proposal shall include a complete proposal excluding Price Quotation Form. The Cost Proposal, contained in a separate and appropriately marked envelope, shall be identical to the Technical Proposal but shall include Price Quotation Form. The proposals will initially be evaluated based on the Technical Proposal. The Cost Proposal envelope will only be opened for those proposals that are deemed by the selection committee to meet the RFP requirements as described herein.
- G. Proposal Submission Procedure
1. Proposals must be received at HRRSA's Administration Building (856 North River Road, Mt. Crawford, VA 22841) **BEFORE 10:00 A.M., LOCAL TIME, DECEMBER 19, 2019.**
 2. Each proposal shall be submitted in a sealed envelope with the outside of the envelope stating the name of the Offeror, its mailing address, its telephone number, and the following identification: **"RFP No. HRRSA-2020-01: Tertiary Filter Phase III Upgrade"**.
 3. The Sealed Proposal Envelope shall contain two separate envelopes, one containing the Technical Proposal and the second containing the Cost Proposal, so labelled. The Technical Proposal shall include a complete proposal excluding Price Quotation Form. The Cost Proposal, contained in a separate and appropriately marked envelope, shall be identical to the Technical Submission but shall include a Price Quotation Form.
 4. One complete, original proposal, so marked, and one complete copy, so marked, are required.
 5. Proposals may either be mailed to P.O. Box 8, Mt. Crawford, Virginia 22841 or hand delivered or shipped to 856 North River Road, Mt. Crawford, Virginia 22841. Proposals may not be emailed.
 6. Proposals received by HRRSA after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date received but not opened.
 7. Offerors, prospective bidders, vendors or other interested parties requiring "reasonable accommodation" under the Americans with Disabilities Act for submission of proposals, authorized inspection visits or appropriate data collection on HRRSA property, or any other procurement-related contact with HRRSA staff, must contact the HRRSA Executive Director in a timely manner to arrange such accommodations as appropriate.

- H. HRRSA to Bind Firm in Contract: Proposals must give the full name and address of the vendor. Failure to manually sign the Proposal may disqualify it. The person signing the Proposal should show Title or Authority to bind his/her firm in a contract.
- I. Rights of HRRSA: HRRSA reserves the right to accept or reject all or any part of any proposal, waive informalities and award the Contract to best serve the interest of HRRSA.
- J. The contents of the Proposal submitted by the successful Offeror and this RFP will become part of any contract/PO awarded as a result of the Scope of Work contained herein.
- K. Costs of Proposal Preparation: Any costs incurred by the Offerors in preparing or submitting proposals are the Offeror's responsibility. HRRSA will not reimburse any Offeror for any costs incurred as a result of a response to this RFP.
- L. Addendum and Supplement to Request: Only written communications relative to this procurement will be considered. No oral communication by either the Offeror or any representative of HRRSA shall alter or amend the intention of these specifications or be binding thereupon. Written addenda will be issued for any clarifications and or changes necessitated by appropriately posed questions from potential Offerors and /or representatives of HRRSA. Written acknowledgement of all addenda is necessary for the bid to be considered complete and responsive.
- M. Withdrawal of Proposals: The Offeror shall give written notice in writing of his claim of right to withdraw his proposal within two business days after the conclusion of the proposal opening procedure.

7. EVALUATION OF PROPOSALS

- A. HRRSA will review and rank the proposals from each Offeror based upon the factors itemized below. Weighting factors will be applied to each category.
 - 1. Quality Factors
 - a. Relevant experience & schedule (50%):
 - i. For Offerors submitting on Process-Mechanical: Demonstrated relevant experience of installing Aqua Aerobic Mega Disk filters in a concrete basin configuration at a municipal wastewater treatment facility. All demolition work shall be completed prior to the start of any Process-Mechanical or Electrical work. Include number of calendar days required to complete all Process-Mechanical work in the price quotation form.

- ii. For Offerors submitting on Electrical: Demonstrated prior electrical experience working at municipal wastewater treatment facilities of similar capacity as the North River WWTF. All demolition work shall be completed prior to the start of any Process-Mechanical or Electrical work. Include number of calendar days required to complete all Electrical work in the price quotation form.
- iii. For Offerors submitting on Demolition: Demonstrated prior demolition experience working at municipal wastewater treatment facilities of similar capacity as the North River WWTF. All demolition work shall be completed prior to the start of any Process-Mechanical or Electrical work. Include number of calendar days required to complete all demolition work in the price quotation form.

- b. Completeness of Technical Proposal in demonstrating that proposal meets the intent and requirements of the RFP including all Attachments (25%). (Cause for Rejection)

2. Cost Factors

Cost (25%).

- B. Each proposal will be evaluated with respect to compliance with all technical and administrative requirements as detailed in the RFP.
- C. References will be evaluated based on the similarity of the installation and size as well as comments received from the reference.
- D. The proposals will be ranked based upon the criteria set forth in the RFP. Price will be considered as defined herein but will not be the sole determining factor. Negotiations will be conducted with the highest ranked Offeror for each of the three (3) divisions of work (Demolition, Process-Mechanical and Electrical). If an agreement cannot be reached to the satisfaction of HRRSA with the top ranked Offeror, then negotiations will be terminated with that Offeror and then negotiations will then be started with the next lowest ranked Offeror. This sequence will continue until an agreement can be reached to the satisfaction of HRRSA.
- E. HRRSA reserves the right to not award/select any proposal, if HRRSA so chooses.
- F. Should HRRSA 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.
- G. From the date that the proposals are due, HRRSA will have 60 days to issue Notice of Award to the Offeror.
- H. A written notice of award shall be provided to the successful Offeror within the specified acceptance period. It may be in the form of a letter, or PO, either of which shall be deemed a binding contract without further action by either party. If a formal contract is required, it shall be written and issued by the HRRSA Executive Director for execution by the Offeror. All copies

shall then be returned to the HRRSA Executive Director, who will be responsible for providing proper signatures for HRRSA and dispersing copies.

- I. Notice of Award: HRRSA will provide public notice announcing its decision to award the contract by posting the Notice of Intent to Award on its website (<http://www.hrrsa.org>), the eVA website (<http://eva.virginia.gov/>) and by mailing the notice to all Offerors submitting a proposal.

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8. PRICE QUOTATION FORM

Tertiary Filter Phase III Upgrade

RFP No. HRRSA-2020-01

	Description	Price (1,2,3)	Schedule (4,5)
Demolition Attachment B Drawing #'s: G-001, C-101, D-101, D-301	Total lump sum price to perform all work as outlined and required by this RFP for Demolition.	\$	
Process-Mechanical Attachment B Drawing #'s: G-001, C-101, D-102, D-103, D-104, D-302, D-501, D-502	Total lump sum price to perform all the work as outlined and required by this RFP for Process-Mechanical.	\$	
Electrical Attachment B Drawing #'s: G-001, C-101, E-101, E-102	Total lump sum price to perform all work as outlined and required by this RFP for Electrical.	\$	
Total amount from the sum of above for all indicated of work to be performed in this proposal		\$	

Notes:

1. Place "N/A" in the price and schedule columns for any portion of the work that is not being submitted to be performed pursuant to Offeror's proposal.
2. Interested Offeror's can submit a proposal that covers any singular phase of work, any two (2) phases of work or all three (3) phases of work.
3. The letter "D" that precedes a drawing number is an international CAD standard that refers to "Design Drawing" and DOES NOT indicate that it is a demolition sheet.
4. The number of calendar days that the offeror guarantees that all work shall be completed associated with that line item/category of the work.
5. All Demolition work shall be completed prior to the start of ANY Process-Mechanical or Electrical work.

Exceptions, if any, to any portion of this RFP or attachments shall be enumerated below:

By:

(Business Name)

(Name and signature of person authorized to sign)

(Title of person authorized to sign)

Please return this completed form with Cost Proposal.

9. VENDOR IDENTIFICATION AND OWNERSHIP DISCLOSURE

Tertiary Filter Phase III Upgrade

RFP No. HRRSA-2020-01

Company:					
Address:					
Contact Person:					
Telephone:		Fax:		E-Mail:	
Organized under the laws of the State of:					
Principal place of business:					
Following list includes persons having ownership of 3% or more in the company (attach more sheets if necessary):					
<u>Name</u>			<u>Address</u>		

HRRSA requests that any consultant, firm or vendor receiving a contract of award resulting from an RFP issued by HRRSA shall make certification as specified below. Receipt of such certification, shall be a prerequisite to the award of contract and payment thereof.

Section II – Employees Not to Benefit

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employees of HRRSA or members of his/her immediate family, including spouse, parents or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder’s fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

Section III – Conflicts of Interest

This solicitation is subject to the provisions of VA Code §2.1-639.2 et. seq, the State and Local Government Conflict of Interests Act. The Vendor [] is [] is not aware of any information bearing on the existence of any potential organizational conflict of interest.

Section IV – Collusion

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and can result in fines, prison sentences, and civil damages.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all condition of this RFP and certify that I am authorized to sign for my company.

Signature: _____ **Date:** _____

Name
(Printed): _____ **Title:** _____

Please return this completed form with bid/proposal submission.

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10. SMALL AND MINORITY BUSINESS STATEMENT

Tertiary Filter Phase III Upgrade

RFP No. HRRSA-2020-01

The following information is requested for statistical purposes only. It is intended to ensure that its procurement practices are non-discriminatory and promote equality of opportunity for Small and Minority Business Enterprises, whether doing so by choice or by formal procedural regulation.

Definition:

1. Small Business: For the purpose of this document, a small business concern is one which regardless of ownership or control:
 - a. Does not exceed fifty (50) employees.
 - b. Gross annual income does not exceed \$2 million.
 - c. Is independently owned and operated (not subsidiary of another firm).
 - d. Is not dominant in its field of operation.

2. Minority Business: A business entity which is operated and controlled by a minority.
 - a. The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.

 - b. A minority person shall mean Black, Hispanic, Asian or Pacific Islanders, American Indians or Alaskan Natives, and women, regardless of race or ethnicity.

PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:

Minority Business Firm: Yes _____; No _____.

Small Business Firm: Yes _____; No _____.

Name of Business: _____

Address: (Office) _____

Telephone/Fax: _____ / _____

Please return this completed form with bid/proposal submission.

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11. STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission ("SCC") registration information

The undersigned Contractor:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE****

Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____

(Print)

Title: _____

Name of Firm: _____

Please return this completed form with bid/proposal submission.

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