



# *Invitation for Bid*

IFB# 212-16-0010-AMY

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**Billing Services for Notes Receivable and  
Institutional Loans**

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**December 8, 2015**

## Invitation For Bids

Title:

Issuing Agency:

### Using Agency and/Or Location

### Where Work Will Be Performed

Billing Services for Notes Receivable and Institutional Loans  
94610

Virginia State University

## Procurement Services

P. O. Box 9214

Petersburg, VA 23806-0001

Virginia State University

1 Hayden Drive

Petersburg, VA 23806

Initial Period Of Contract: From January 1, 2016 Through December 31, 2018 (Three One Year Renewable options) (\*Renewable).

**Sealed Bids Will Be Received Until December 18, 2015 2:00 P. M. Local Time**

For Furnishing The Goods/Services Described Herein And Then Opened In Public.

All Inquiries For Information Should Be Directed To: **Anna M. Yates** Phone: (804) 504-4847 Fax No. (804) 524-1100; E-Mail

**Address:** ayates@vsu.edu

**IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED,**

In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

\* Virginia Contractor License No.

Class: \_\_\_\_\_ Specialty Codes: \_\_\_\_\_

DSBSD-certified Small Business No. \_\_\_\_\_

Name And Address Of Firm:

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Zip Code:

eVA Vendor ID or DUNS #:

Fax Number: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

(Signature In Ink)

Name: \_\_\_\_\_

(Please Print)

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**\*PREBID CONFERENCE: N/A**

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

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**I. PURPOSE:** The purpose of this Invitation for Bids (IFB) is to establish a contract with one qualified firm to provide billing services for the notes receivables and institutional loans referred by Virginia State University (hereinafter referred to as the University) from date of award through the end of the contract period.

**II. SCOPE OF WORK:** The Contractor shall provide billing services for notes receivable and institutional loans for VSU. The current portfolio consists of approximately 6,353 borrowers.

**A. General Requirements:**

The Contractor shall provide billing services for notes receivable and institutional loans, as required by the University.

1. CODES AND STANDARDS:

- a. The Contractor shall accept accounts that the University refers for billing in accordance with all established State and Federal regulations and guidelines without regard to the dollar amount.
- b. The Contractor shall perform service in compliance with all current and future applicable requirements of Federal Regulations pertaining to the Higher Education Act of 1965 Title IV, as amended, specifically as pertaining to contracts between an institution and third-party servicer as set forth in 34 CFR Section 668. Any guidelines established by the Federal Trade Commission, State regulatory agency
- c. The Contractor shall comply with the Fair Debt Collection Practice Act (FDCPA: Section PL 95-109), any guidelines established by the Federal Trade Commission, State regulatory agency, and any "due diligence" requirements promulgated by relevant authority.
- d. The Contractor shall comply with all current and future provisions of the Family Educational Rights and Privacy Act (FERPA), FDCPA, Gramm-Leach-Bliley, Consumer Credit Protection Act, National Defense Education Act of 1958, Title III, and the Public Health Service Act Title VII and VIII.

2. Staff is available Monday through Friday, 8:00 A.M. through 5:00 P.M except scheduled closing and holidays.

**B. TRANSITION REQUIREMENTS:**

1. The Contractor shall complete the transition of the accounts within ninety (90) days from the effective date of the contract resulting from this solicitation and provide the University with a transition timetable.

2. The Contractor shall include an audit of the accounts with verification from the University Contract Administrator; a letter must be sent to each borrower to confirm the status of their account and provide notification of the change in billing services.
3. The Contractor shall place loan history file on their system (including accounts paid in full prior to contract) from existing service provider.
4. A formal reconciliation shall be prepared by the Contractor at the completion of the transition.
5. All data processing support required to create a computer file as of the transition date should be provided by the Contractor at no additional cost to the University.
6. The Contractor shall upon receipt of future loan transmittal records; add such records to the existing accounting system.
7. The Contractor shall provide all forms and materials needed to transfer, submit, or adjust loan accounts.

C. **SPECIFIC REQUIREMENTS:**

1. **Administrative Work Hours:** Normal administrative work hours at the University are, Monday through Friday, 8:00 A.M. through 5:00 P.M.
2. The Contractor's employees' conduct must be professional and reflect in a positive way during all deliberations and dealing with contacts on behalf of the University. The Contractor shall be responsible at all times for the actions and work of its personnel. The University reserves the right to reject Contractor's employees who, in the University judgment, are not adequately qualified to perform the work.
3. The Contractor shall provide subscriber number for credit bureau reporting.
4. The Contractor shall provide Internet access to their system and reports for the University Contract Administrator and provide system testing of on-line ability to perform the required services.
5. The Contractor shall provide training to University employees at their location and follow-up training of these employees annually, as well as service call support for VSU's personnel at no additional cost to the University.

D. **BORROWER NOTIFICATION and STATEMENTS:**

1. The Contractor shall send each borrower entitled to a six (6) or nine (9) month grace period, an audit statement, a grace period expiration notice, and list of informative statements. The first contact must be made 90 days after any grace period; the second contact 150 days after any grace period and a third contact 240 days after the grace period begins. The Contractor shall provide the appropriate contacts with the borrowers during the grace period.
  2. The Contractor shall send billing statement to borrowers for first payment 30 days before due date and all subsequent payments at least 15 days before due date.
  3. The Contractor shall send borrower notices at 15, 30, and 45 days past due, according to Federal Regulations, at 60 days past due; and a final notice and demand phone call at 90 days past due. The Contractor shall on ninety (90) day statement, notify borrowers of the possibility of acceleration which would take place at 120 days. This part is performed by the University
  4. The Contractor shall report the accounts to the credit bureaus as being in default when a borrower fails to respond to the final demand letter or the following telephone contact. You must report the default to any one national credit bureau:
    1. Tran Union Corporation (1-800-888-4213)
    2. Experian (formerly TRW) (1-888-397-3742)
    3. Equifax (1-888-202-4025)
- E. The Contractor shall make available for debtors all forms of payments (i.e. check, electronic funds transfer, credit card, debit cards, etc.).
- F. The Contractor shall process forms for loan deferment, postponement and cancellations upon receipt from the University or borrower. All original correspondence and follow-up actions with the University borrowers shall be recorded in the Contractor's system and accessible by the University staff at any time.
- G. The Contractor shall work with the University and Nelnet Temporary and Permanent Disability Department to timely and accurately update eligible accounts in billing servicer system with discharge codes.

- H. The Contractor shall provide to the University all records and files pertaining to student loan accounts when required by Federal, State and University auditors with written authorization from the University.
- I. ON-LINE SERVICES: The Contractor shall provide an on-line, real time system that allows the University access to perform most transactions, to include but not limited to the following inquiry and updating capabilities:
1. Access by social security number and by partial name (check into FIA). The option to use a previous name stored in the Contractor's system is desirable.
  2. A complete history of the activity of each loan amount in chronological order.
  3. A hierarchy of security;
  4. System availability between the hours of 8:00 A.M. and 5:00 P.M. EST.
  5. Timely updates of the data base (preferably on a daily basis).
  6. Ability to transmit the following types of updates on-line and/or in a manual mode:
    - i. New loan/loan advances
    - ii. Separation date changes
    - iii. Name/address changes
    - iv. Loan number/social security number changes
    - v. Repayment schedule requests
    - vi. General file maintenance
    - vii. Special messages
    - viii. Judgment date
    - ix. Payment posting
    - x. Renegotiated payment arrangements/forbearance
    - xi. National Student Loan Data System (NSLDS) updates
    - xii. TPD Discharge Codes
  7. The system shall automatically reprocess prior activity on the account when posting backdated activity. This includes items such as cancellations, payments, deferments, postponements and special payment arrangements.
  8. The system shall maintain the image of the loan at the time of transition to allow transactions to be processed on activity prior to transition.

9. All reports should be available for viewing on-line immediately following the week-end or month-end

**III. REPORTING AND DELIVERY INSTRUCTIONS:** at a minimum the Contractor shall provide the following weekly, monthly, quarterly, and annual reports:

A. REPORTING: At a minimum the Contractor shall provide the following reports.

1. Exit Interview Form/Borrower rights and responsibilities, in duplicate (on request).
  2. Monthly listing of all addresses identified as being bad during the reporting period.
  3. Monthly name and address listing of all borrowers.
  4. Monthly listing of borrowers whose names and/or addresses changed during reporting period.
  5. Monthly cash control list showing each transaction with date and allocation.
  6. Monthly cash summary showing totals by daily deposit.
  7. Monthly listing of all delinquent accounts and aging schedules (30, 60, 90, 120, 180, 365+) of these accounts.
  8. Monthly lists of all billing notices produced with current, delinquents and special status's separated.
  9. Weekly default report with default rate calculated and projected default rate (next year's).  
Calculated rate for:
    - a. Cohort
    - b. Projected
    - c. Perkins (all)
    - d. Institution Perkins
    - e. Institution GSL
  10. Monthly report of Fiscal Operations Analysis Report necessary to complete report required by U. S. Department of Education.
  11. Weekly report of transactions submitted for processing by the University.
  12. Quarterly inventory of loans referred, assigned or accepted to the U. S. Department of Education.
  13. Monthly collections analysis providing an analysis of the University collection efforts and the efforts of all collection agencies.
  14. Monthly listing of all new loans, loan advances, loan corrections, reconstructed loans, advance reversals, and deleted loans.
  15. Monthly listing of paid out, credit balance, and written off (discharged) loans.
  16. Monthly accounting report providing entries which result from activity processing by contractor during the reporting period.
  17. Monthly listing of each collection agency inventory of all loans placed with collection agencies.
  18. Monthly NSLDS updates to U.S. Department of Education.
  19. Other reports as required by Federal guidelines or as requested by the University.
  20. Monthly report of TPD Discharge codes placed on borrower accounts
  21. Annual Fiscal-Operations data for the Federal Perkins Loan program.
- B. The Contractor report delinquent accounts to one of three National Credit Bureau affecting the borrower's credit rating concurrently when placing accounts with the University's collection



agency. The Contractor shall report Perkins loans to one of three National Credit Bureau as soon as the loans are disbursed.

C. **BILLING STATEMENTS:**

1. The billing statement must accommodate multi-loans on one page with a column for totals.
2. The Contractor's system should have the ability to accept at least three (3) addresses and telephone numbers for the borrower. The Contractor should have the ability to store reference addresses and to provide the option of exclusive billing addresses. Reference addresses should be readily accessible in an "address" screen and not as a comment added to a "notes or history" screen.
3. The billing statement should disclose a complete summary of each loan (e.g. principal and interest paid, last payment date, total payoff amount, etc.) and a cumulative total.

C. **LOAN VOLUMES:**

1. **Federal Loan Programs:**

A. Perkins

<u>Type</u>	<u>Quantity</u>
(i) In school:	229
(ii) In grace:	92
(iii) In repayment:	
- Monthly:	908
- Quarterly:	
- Special:	3
(iv) In collections:	767
(v) Paid-in-full/Closed	1,243

2. **State Loan Program:**

(a) Virginia State Student Loans:

<u>Type</u>	<u>Quantity</u>
(vi) In school:	
(vii) In grace:	
(viii) In repayment:	

Monthly: 225  
Quarterly:  
Special:

(ix) In collections:  
(x) Paid-in-full/Closed 81

#### IV. **GENERAL TERMS AND CONDITIONS**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “Vendors Manual” on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment,

notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By 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 .

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 IBFs:**

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

I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
  - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from

the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) 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, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence 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 must be named as an additional insured and so endorsed on the policy.
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.)

Profession/Service	Limits
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.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
(Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.	
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

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

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

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

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://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 eprocurement 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.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- W. **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 “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include 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.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Y. **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.

**V. SPECIAL TERMS AND CONDITIONS:**

- A. **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.
- B. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the offeror. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____	<u>December 18, 2015 @ 2:00 P.M.</u>
Name of Offeror	Due Date                      Time
_____	<u>212-16-010-AMY</u>
Street or Box Number	RFP No.

\_\_\_\_\_ Billing Services for Notes Receivable and Institutional Loans

City, State, Zip Code

RFP Title

DSBSD-certified Micro Business or Small Business No. \_\_\_\_\_

Name of Contract/Purchase Officer: Anna M. Yates

If a proposal not contained in the special envelope is mailed, the offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

- F. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for a period of three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. Below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

- 1) If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased by more than the percentage increase of the Other Services Category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- 2) If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

**G. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

Each prime contractor who wins an award in which provision of a small, women or minority-owned (SWAM) procurement plan is a condition of 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. When such business has been subcontracted to these firms and upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by Virginia State University or institution, or other appropriate remedies may be assessed in lieu of withholding such payments.

- H. AWARD:** The Commonwealth will make the award(s) on TOTAL SUM basis to the lowest responsive and responsible bidder that is a DSBSD-certified micro business if such a bid is received, provided that the bid is less than \$10,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. Otherwise, award of the contract shall be made to the lowest responsive and responsible bidder that is a DSBSD-certified small business if such a bid is received, provided that the bid is not more than \$100,000 and the agency in its sole discretion determines that the bid price is fair and reasonable. If, in the agency's opinion, the criteria in the previous two sentences are not present, then award shall be made to the lowest responsive and responsible bidder of any size, provided the agency in its sole discretion determines that the price is fair and reasonable. If applicable, unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for early prompt payment will not be considered in making awards. The State

reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

I. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in (\_\_\_\_) purchase order(s) 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 bid/offer 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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

**VI. METHOD OF PAYMENT:**

Payment shall be made 30 days after the receipt of a proper invoice by the Contractor for the amount of payment due or 30 days after the receipt of goods and/or services, whichever is received later as outlined in the Commonwealth of Virginia Prompt Payment Act (Code of Virginia 2.2-4347).

Subsequent contract number and/or purchase order number must be documented on all invoices submitted.

All invoices shall be submitted to:

Virginia State University  
Attn: Invoice Processing  
One Hayden Street  
POB 9075  
Petersburg, VA 23806

**VII. PRICING SCHEDULE:**

Provide monthly costs for billing service.

**VII. ATTACHMENTS:**

A – Bidder's Data Sheet  
B – Bidder's Data Sheet  
C – Conflict of Interest Statement  
D – Small Business Subcontracting Plan  
E – State Corporation Commission Form

**ATTACHMENT "A"**

**PRICING SCHEDULE**

**1. Student Loan Billing Services:**

Offerors shall identify all costs/fees (total fixed prices) associated with performing / providing the Student Loan Billing Services specified in Section IV, the "STATEMENT OF NEEDS," to include all applicable inside delivery (e.g. freight, transportation) charges, FOB destination, in the following format:

**A. Conversion:**

**Total Fixed Prices:**

- |   |         |
|---|---------|
| 1. Total Cost of Conversion                                 | \$_____ |
| 2. Fee for new loans submitted after the initial conversion | \$_____ |

**B. Monthly Servicing Fees:**

**Total Fixed Unit Price:**

**Borrower Status:**

- |                                    |         |
|------------------------------------|---------|
| 1. In-School                       | \$_____ |
| 2. Grace                           | \$_____ |
| 3. Deferred                        | \$_____ |
| 4. Repayment (Current):            | \$_____ |
| a. Monthly frequency               | \$_____ |
| Monthly E-Bill/AutoDraft           |         |
| b. Quarterly frequency             | \$_____ |
| Quarterly E-Bill/AutoDraft         |         |
| c. Semi-annual frequency           | \$_____ |
| 5. Repayment (Past Due):           |         |
| a. In collection                   | \$_____ |
| b. Assignment                      | \$_____ |
| c. Default:                        |         |
| (1) 1 <sup>st</sup> Overdue Notice | \$_____ |
| (2) 2 <sup>nd</sup> Overdue Notice | \$_____ |
| (3) Final Demand Notice            | \$_____ |
| (4) 90-Day Telephone Call          | \$_____ |
| 6. Paid in Full                    | \$_____ |

C. Due Diligence Services:

Total Fixed Unit Price:

Type:

- |                            |          |
|----------------------------|----------|
| 1. Mailgram                | \$ _____ |
| 2. Telephone Call          | \$ _____ |
| 3. Credit Bureau Reporting | \$ _____ |

Credit Bureau Disputes

NSLDS Interface to maintain and process all student deferments, grace deferments and update separation dates

TRA Reporting – 1098 E Services – Borrowers and IRS

- |                                      |          |
|--------------------------------------|----------|
| 4. Exit Interview Repayment Schedule | \$ _____ |
|--------------------------------------|----------|

E-Exits

- Completed with e-signature
- Borrower requested hard copy for signature
- Borrower notification – U.S. Mail
- Pre-printed and sent to school
- On line printed by school

- |                                      |          |
|--------------------------------------|----------|
| 5. Additional Due Diligence Services | \$ _____ |
| 6. History/Profile of Accounts       | \$ _____ |

On-line Entrance Counseling, MPN (iPROMise)

- Complete with e-signatures
- Borrower requested hard copy for signature

Notifications

- Email
- U.S. Mail

Early Intervention Program

\*starts 30 past due until agency placement\*

System Generated Letters

Electronic Files (via SFTP)

D. Skip tracing Services:

Total Fixed Unit Price:

- |           |          |
|-----------|----------|
| 1. I.R.S. | \$ _____ |
| 2. D.M.V. | \$ _____ |
| 3. Other  | \$ _____ |

E. Banking Services:

Total Fixed Unit Price:

- |                   |          |
|-------------------|----------|
| 1. Lockbox        | \$ _____ |
| 2. ACH Transfers  | \$ _____ |
| 3. Wire Transfers | \$ _____ |

4. Interest Bearing Checking Account \$\_\_\_\_\_

F. Reports:

1. <u>Type:</u>	<u>Total Fixed Unit Price:</u>
a. Electronic (Online)	\$_____
b. CD-ROM	\$_____

Training

Assignment Packages

On-line Access to borrower data and reports by VSU

On-Line Access to accounts by VSU borrowers via contractor's website

## ATTACHMENT B

### Small Business Subcontracting Plan

#### Definitions

**Small Business:** "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: DMBE-certified women- and minority-owned businesses shall also be considered small businesses when they have received DMBE small business certification.

**Women-Owned Business:** Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

**Minority-Owned Business:** Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) to participate in the SWAM program. Certification applications are available through DMBE online at [www.dmbv.virginia.gov](http://www.dmbv.virginia.gov) (Customer Service).

Bidder/Offeror Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall include DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not certified by DMBE as a small business and plan to subcontract part of this contract with a DMBE certified business, complete only Section B of this form.
- C. If you are not certified by DMBE as a small business and cannot identify any subcontracting opportunities to subcontract part of this contract with a DMBE-certified business, only provide the information requested in Section C of this form.



**Section A**

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (check only one below)?

\_\_\_\_\_ Small Business

\_\_\_\_\_ Small and Women-owned Business

\_\_\_\_\_ Small and Minority-owned Business

Certification number: \_\_\_\_\_ Certification date: \_\_\_\_\_

**Section B**

**Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall include DMBE-certified women-owned and minority-owned businesses that meet the small business definition and have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.**

**B. Plans for Utilization of DMBE-Certified Small Businesses for this Procurement**

Small Business Name & Address  DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Contract Involvement	Planned Annual Contract Dollar Expenditure Amount
<b>Total</b>					

## ATTACHMENT C

### CONTRACTOR'S DATA SHEET

**Note:** The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service: \_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: \_\_\_\_\_

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

A. Company \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone : (\_\_\_\_) \_\_\_\_\_ Fax :: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT D**

**CONFLICT OF INTEREST STATEMENT**

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your proposal. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR PROPOSAL NON-RESPONSIVE.

NAME:

ADDRESS:

CITY/STATE

RELATIONSHIP WITH THE COMMONWEALTH OF  
VIRGINIA: \_\_\_\_\_

\_\_\_\_\_

Is any member of the firm an employee of the Commonwealth of Virginia who has a personal interest in this contract pursuant to the Code of Virginia, Section 2.1-639.1 – 639.24?

( ) Yes ( ) No

NOTE: If yes, Explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

## ATTACHMENT E

### State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The offeror:**

- ☐ 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 offeror's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this proposal 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): ☐