



REQUEST FOR PROPOSALS (RFP)

RFP # 18-01-CP

Issue Date: September 29, 2017
Title: Volkswagen Mitigation - Statewide Public Electric Vehicle Charging Station Network
Commodity Code: 07506; 07569
Issuing Agency: Commonwealth of Virginia
Department of Environmental Quality
Attn: Carol Papazian, Procurement Manager
P. O. Box 1105
Richmond, VA 23218

Using Agency And/or Location: Department of Environmental Quality
Where Work Will Be Performed: Statewide

Period Of Contract: Three (3) years with two (2) successive, one (1) year optional renewal periods.

Sealed Proposals Will Be Received Until 2:00 P.M. Est. on November 1, 2017 For Furnishing The Goods/Services Described Herein (Note: There is no "Public Bid Opening"; the date referenced in the VBO refers to the due date/time for the sealed proposals).

All Inquiries For Information Should Be Directed To: Carol Papazian, Procurement Manager, Phone: (804) 698-4335 or E-mail: carol.papazian@deq.virginia.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE DELIVERED BY COURIER OR HAND DELIVERED, DELIVER TO: 1st Floor Receptionist Desk, Department of Environmental Quality, Attn: Carol Papazian, Procurement Manager, 629 East Main Street, Richmond, VA, 23219.

In Compliance With This Request For Proposals And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

Form fields for Name, Address, Date, By, Signature, Name, Title, Telephone Number, Zip Code, eVA Vendor ID, Fax Number, and E-mail Address.

PREPROPOSAL CONFERENCE: A mandatory preproposal conference will be held at 10:00 AM on October 17, 2017 (Refer to Section VII herein). * If special ADA accommodations are needed, please contact Carol Papazian (804-698-4335; carol.papazian@deq.virginia.gov) by October 10, 2017.

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph A.(5) in General Terms and Conditions 3. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

TABLE OF CONTENTS

	<u>PAGE</u>
I. PURPOSE	3
II. BACKGROUND.....	3
III. STATEMENT OF NEEDS	4
IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....	11
V. EVALUATION AND AWARD CRITERIA	19
VI. REPORTING AND DELIVERY INSTRUCTIONS	20
VII. MANDATORY PREPROPOSAL CONFERENCE.....	20
VIII. GENERAL TERMS AND CONDITIONS	21
IX. SPECIAL TERMS AND CONDITIONS.....	28
X. METHOD OF PAYMENT.....	32
XI. PRICE SCHEDULE	32
XII. ATTACHMENTS	32
ATTACHMENT A / OFFEROR DATA SHEET	33
ATTACHMENT B / STATE CORPORATION COMMISSION FORM.....	34
ATTACHMENT C / PROPRIETARY/TRADE SECRET INFORMATION IDENTIFICATION	35
ATTACHMENT D / SMALL BUSINESS SUBCONTRACTING PLAN.....	36
ATTACHMENT E / PRICE SCHEDULE.....	SEPARATE ATTACHMENT
ATTACHMENT F / FINAL TRUST AGREEMENTS.....	SEPARATE ATTACHMENT

I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a term contract through competitive negotiation with a qualified source to provide turnkey services for establishing a “Statewide Public Electric Vehicle Charging Station Network”, as specified herein for the Department of Environmental Quality, an agency of the Commonwealth (“Commonwealth”) of Virginia, hereinafter referred to as “DEQ.”

The initial contract term is three (3) years with two (2) successive, one (1) year renewal options.

II. BACKGROUND:

The Commonwealth of Virginia’s transportation infrastructure plays a vital role in the movement of people and goods throughout the region, not only for Virginia residents but also for the larger network of United States (U.S.) highways and is a critical linkage to the major consumer markets in the Northeast and the Mid-Atlantic.

The transportation sector is the largest contributor to nitrogen oxides (NOx) and carbon dioxide emissions in Virginia. Virginia has historically had difficulty meeting federal, health-based standards for ozone in several major metropolitan areas, including Northern Virginia, Fredericksburg, Hampton Roads, and Richmond-Petersburg. To improve air quality into healthy ranges and to meet Clean Air Act requirements, these regions had to implement a number of control programs for ozone precursors that impacted industry, governments, military installations, and transportation planning efforts. Reducing emissions from this sector is critical to achieving DEQ’s air quality and climate change goals.

The U.S. Justice Department and the Volkswagen Corporation and its subsidiaries (collectively VW) reached, through a series of partial consent decrees (CDs), agreements regarding the installation and use of emissions testing defeat devices in over 500,000 vehicles sold and operated in the U.S. beginning in 2009. As part of these agreements, VW is required to establish a \$2.955 billion environmental mitigation trust (Trust) to fund certain eligible mitigation actions to fully mitigate the excess NOx emissions caused by the offending VW vehicles. The settlements provide for setting aside a maximum 15% of Virginia’s allocation for light duty EV charging stations. Virginia expects to receive \$93.6 million from the Trust. DEQ will administer these funds through a state mitigation plan. Virginia issued a proposed state mitigation plan in November 2016. Public comments submitted to DEQ strongly support using the maximum allowable portion of VW Trust funds for EV charging stations to accelerate the adoption of EVs.

In addition to the Trust, VW is required to invest \$1.2 billion outside of California to build a nationwide EV charging network over ten years per Appendix C to the Partial CD. VW created Electrify America LLC to fulfill its Appendix C requirements. These investments are being spent in \$300 million increments over four 30-month cycles. The first 30 month investment cycle began in April 2017 and focuses on building community charging and a long distance high speed network consisting of charging stations along high-traffic corridors between metropolitan areas across the country.

Virginia’s commitment to EVs was established in 2010 when Virginia introduced its inaugural EV Plan, titled Get Ready Virginia: Initial Electric Vehicle Plan. The Plan was developed through an interactive and engaged taskforce comprised of nearly 50 public and private sector stakeholders to navigate adoption barriers and to develop an integrated network of EV charging stations. The EV Plan has remained a critical part of the Virginia’s ongoing energy initiatives.

To facilitate statewide expansion of EV charging, Virginia nominated several major highways for national designation as Alternative Fuel Corridors. In 2016, the Federal Highway Administration designated I-95, I-81, I-64, I-66, and I-85 as EV Corridors. The designation of these highways illustrates the need for EV charging stations investments across Virginia.

The average growth rate of EVs registered in Virginia from 2008 to 2016 is 35%. As of 2016, there were 4,058 EVs registered in Virginia. Assuming this historical growth rate continues, Virginia EV registrations are projected to reach 1.3 million by 2035.

Virginia's current public charging network consists of 100 Direct Current (DC) fast and 511 Level 2 electric charging stations at 374 locations. These stations are predominately located in the Northern Virginia portion of the state and primarily consist of single port chargers, underscoring significant geographic gaps in charging stations and gaps in the diversity of EV charging technology needed to facilitate travel to, through and within Virginia enabling the flow of EV travel throughout the region.

Virginia will allocate the maximum allowable portion of VW Trust funds to create an interconnected and statewide public charging network. Doing so is consistent with the public comments submitted to DEQ on use of Trust funds for EV charging stations to expedite adoption and usage of EVs capable of reducing emissions from thousands of vehicles for years to come, and will serve to build on the aforementioned efforts completed or underway to expand Virginia's public EV charging network. Virginia has determined that funds from the Trust may be used to pay up to 80% of the equipment, installation and administrative cost not to exceed the established dollar cap.

Note: DEQ will not own the EV Charging Stations, or assume any responsibility for the installation, or the operation and maintenance of the EV Charging Stations.

This procurement is being conducted as a standard RFP in accordance with the Virginia Public Procurement Act; it is not being conducted subject to the Public-Private Educational Facilities Infrastructure Act.

III. **STATEMENT OF NEEDS:**

A. **Definitions:** For the purpose of this RFP, the following definitions should apply to **Section III:**

1. Agency or Department: DEQ.
2. Contractor: The entity awarded a contract resulting from this RFP.
3. Corridor: A state or federal roadway located within Virginia, connecting regions, communities or destinations and serving major sources of vehicular travel within the Commonwealth of Virginia.
4. Customer: Individual(s) paying for an EV charge.
5. Electric Vehicle (EV): A vehicle propelled by an electric motor or motors and powered by a rechargeable battery.
6. Eligible Costs: Refer to **Section III.C.1.**
7. EV Charging Station:
 - a. Industry standard charging equipment used to enable the use of light duty electric powered vehicles and which meets the common current standards used for most mass-produced makes and models of plug-in EVs sold in North America, including, but not limited to: CHAdeMO, SAE CCS, and SAE J1772.
 - b. May be a Level 2 or a DC Fast Charger.
8. Fully Operational: An EV Charging Station is ready for use by customers, in accordance with the OEM operating standards.
9. Host Site: EV Charging Station location.
10. Installation: Includes all work necessary for the EV Charging Station to be fully operational at the Host Site, to include, but not limited to: Site preparation, to include, but not limited to (as applicable): excavation, boring, concrete cutting; installation of the shelter for the EV Charging Station; all lighting and onsite signage; equipment and installation; curbing, asphalt paving and striping; landscaping; conduit and cabling installation; electric equipment installation, grid connection hardware, etc.

Note: "Installation" does not include electric utility upgrades and/or grid interconnection costs.

11. Installation Completion: The date the EV Charging Station is fully operational.
12. Investment Cycle: Includes siting Host Sites and executing Host Site agreements, acquiring

- and installing and making fully operational, the EV Charging Station(s).
13. Original Equipment Manufacturer (OEM): The manufacturer of the EV Charging Station.
 14. Maintenance: Includes, but is not limited to:
 - a. All standard OEM warranty and preventative maintenance coverage/services, to include, but not limited to: site visits, repair and replacement materials, equipment parts, tools, labor, incidentals, etc.
 - b. Repair and/or replacement of an EV Charging Station due to acts of vandalism.
 15. Turnkey Services: Includes, but is not limited to: siting Host Sites and executing Host Site agreements, acquiring, owning, installing, operating and maintaining the EV Charging Stations.

B. EV Charging Station Network:

1. General Requirements - At minimum, the Contractor should:

- a. Furnish (as applicable) all labor, supervision, resources, equipment, materials, supplies, transportation/shipping (F.O.B. Destination), travel, and incidentals, etc. as necessary to Establish an EV Charging Station network as specified herein this RFP.
- b. Establish a Statewide Public EV Charging Station Network that:
 - (1) Facilitates travel to, through and within Virginia, enabling the flow of EV travel throughout the region.
 - (2) Accelerates adoption and use of EVs to help Virginia realize its air quality and climate goals.
 - (3) Is safe, conveniently accessible, cost-competitive and reliable for drivers to recharge mass-produced EVs with industry standard charging equipment.
 - (4) Eliminates gaps in coverage throughout Virginia.
 - (5) Will:
 - (a) Leverage other EV Charging Station deployment efforts in the state;
 - (b) Provide community and air quality benefits;
 - (c) Benefit communities with disproportionate poor air quality; and
 - (d) Provide positive local and state economic impacts.
 - (6) Is consistent with the requirements of Appendix D, Appendix D-2 and Appendix D-4 to the final Trust Agreements (**ATTACHMENT F**).
 - (7) Uses:
 - (a) Methods to reduce any utility demand charges, offset on-peak demand electricity use (including demand charge reductions) or mitigate other potential adverse grid impacts.
 - (b) Innovative or advanced methods to identify and prioritize geographic gap areas and Host Sites, to reduce equipment or installation costs, to reduce operation and maintenance costs, and to expand the power and amount of chargers at a given site to accommodate higher utilization rates in the future.
 - (8) Includes at least two (2) investment cycles; each investment cycle should not exceed 15 months, or other cycle time period as mutually established by the Contractor and DEQ:
 - (a) The Contractor should achieve 85% completion of each investment cycle prior to starting any subsequent investment cycles.

2. Priority Geographic Area Requirements – the Contractor should:

- a. Identify and prioritize critical corridors, regions, communities and other areas in Virginia, where the greatest latent unmet growing demand is, or is expected to be, in order to enable statewide EV travel.
- b. Identify the number of EV Charging Stations to be located within each priority geographic area.
- c. Obtain ***prior written approval*** of the geographic priority areas and of the number of EV Charging Stations to be located in each geographic priority area, from the DEQ Contract Administrator (or his/her designee), ***prior to*** the Contractor executing a Host Site agreement, acquiring or installing an EV Charging Station on a Host Site.

3. Host Site Requirements:

- a. Host Sites – the Contractor should:
 - (1) Identify and prioritize Host Sites within the priority geographic areas that are expected to have high utilization.
 - (2) Identify, install, own and operate EV Charging Stations at Host Sites that:
 - (a) Are on developed, private property with public access (e.g. shopping centers, fueling stations, restaurants, grocery stores, etc.) and within the priority geographic areas.
 - (b) Comply with all applicable laws, ordinances, regulations, and standards; and with all federal, state, and local electrical and building codes for EV Charging Station installation and operation.
 - (c) (Applicable for DC Fast Charger Sites) Have three-phase power.
 - (d) Have adequate transformer capacity in place to serve the proposed EV Charging Station(s).
 - (e) Are scalable and can expand the power and number of chargers necessary to accommodate higher utilization rates in the future.
 - (f) Have legal right to the property.
 - (3) Obtain ***prior written approval*** of a Host Site from the DEQ Contract Administrator (or his/her designee), ***prior to*** the Contractor executing the Host Site agreement, acquiring or installing an EV Charging Station on a Host Site.
- b. Accessibility and Availability – the Contractor should ensure that each EV Charging Station at each Host Site is:
 - (1) Publicly accessible 24 hours per day, seven (7) days a week; the Contractor should not install an EV Charging Station in a location with limited access or availability (e.g. behind a fence, in a gated parking lot closed to the public after hours, etc.);
 - (2) On a paved or hardscaped parking space that is clearly marked to designate the spaces as EV Charging Station parking only;
 - (3) In a safe, well-lighted, convenient location that is safely distanced from traffic circulation and has adequate ingress/egress points; and
 - (4) In compliance with all Americans with Disabilities Act (ADA) requirements.
- c. Signage – the Contractor should ensure that each Host Site has signage that:
 - (1) General Requirements: Complies with all applicable local, state, and/or federal laws, ordinances, regulations, and standards.
 - (2) Highway: Clearly identifies to an approaching driver from any ingress that the Host Site has an EV Charging Station(s):
 - (a) The Contractor should be responsible for coordinating with the appropriate local agencies and the Virginia Department of Transportation (VDOT) for directional signage on and along roads and highways in the vicinity of the EV Charging Station.
 - (3) On-Site: Clearly identifies to an approaching driver from any ingress, that the Host Site has an EV Charging Station(s); and the location(s) of the EV Charging Station(s).
- d. Host Site Agreement – the Contractor should be solely responsible for establishing an agreement with each Host Site:
 - (1) The Contractor’s Host Site agreement should, at a minimum:
 - (a) Include:
 - (i) Five (5) years of operation and maintenance (refer to **Section III.B.4.d**) of the EV Charging Station(s); and a continuity of operation and maintenance provision, beyond the initial five (5) year period;
 - (ii) A deposition plan for the EV Charging Station(s) in the event the Host Site agreement is terminated;
 - (iii) A provision regarding the Contractor’s legal right to own and operate the EV Charging Station(s) at the Host Site; and

- (iv) A full disclosure of the funding and reimbursement information from the VW CD and the Contractor's intent to use any of the 80% of eligible funds available through the contract with DEQ.
- (b) Be executed by all individuals who have the legal power and authority to enter into a Host Site agreement; and identify the name, title and capacity on behalf of the entity represented.
- (2) The Contractor should submit a copy of the executed Host Site agreement to the DEQ Contract Administrator (or his/her designee) **prior to** the Contractor acquiring or installing an EV Charging Station on a Host Site.
- (3) Obtain Host Site agreements within **90 calendar days** of DEQ's written approval of the list of proposed Host Sites (refer to **Section III.D.3**).

4. EV Charging Station Requirements:

- a. Ownership: The Contractor should be the owner of each EV Charging Station during the period of operation (refer to **Section III.B.4.d.(1)(a)**).
- b. Equipment should be:
 - (1) Networked industry standard charging equipment that is wall-mounted or pedestal mounted, and that meets the following specifications:
 - (a) Level 2 EV Charging Station: 208-240 volt AC charging equipment with a cord connector that complies with the Society of Automotive Engineers (SAE) J1772 standard.
 - (b) DC Fast Charger: Fast charging equipment (450+ volt) that enables rapid charging of approximately 60 to 80 miles of range to a light-duty EV in 30 minutes; and has both the SAE CCS Combo standard and the CHAdeMO standard.
 - (2) The Contractor should ensure that each EV Charging Station:
 - (a) Is new, and unused (not refurbished / remanufactured); and of the most current technology available as of the proposal submission due date for this RFP.
 - (b) Includes all cables, connectors, interfaces, documentation for all components, and any other items necessary for full operation at the Host Site.
 - (c) Is factory calibrated (as applicable) prior to, or during installation, in accordance with the Original Equipment Manufacturer (OEM) standards.
 - (d) Includes all standard manufacturer accessories.
 - (e) Has the most current software version available as of the proposal submission due date for this RFP.
 - (f) Supports remote diagnostics and has the ability to be "remote started" by the Contractor's customer service support.
 - (g) Has the ability to stop the flow of power when not in use; and should have over-current protection to prevent vehicles from drawing too much power.
 - (h) Is certified by the Underwriters Laboratories, Inc. (UL), or equivalent safety standard.
 - (i) Is able to withstand extreme weather conditions, including temperature extremes, flooding, heavy rains, and high winds and is protected from malfunctions due to condensation.
 - (j) Includes screen displays that are user friendly and easy to operate. Display should be LCD, LED or equivalent or better, and should be readable in direct sunlight and at night.
 - (k) Is tamper-proof and deters vandalism.
 - (l) Complies with all National Electrical Code and Federal Communications Commission regulations for safety and operation requirements.
 - (m) Is accessible to all members of the public, with no membership required to a specific network for access.
 - (3) Customer Payment Options – each EV Charging Station should:

- (a) Be capable of supporting multiple point-of-sale methods, such as pay-per-use and subscription methods, including the ability to accept credit or debit cards without incurring additional fees, inconvenience or delays versus other payment or access control methods; payment via mobile application; RFID; Smart Cards, etc.; and
 - (i) (As applicable): Adhere to and demonstrate compliance with all relevant Payment Card Industry Compliance (PCI) standards.
 - (b) Have a point-of-sale and supporting network that uses an open protocol to allow subscribers of other EV charging system networks to access the EV Charging Station.
- (4) Data Capture Requirements - each EV Charging Station should have network communications that, at a minimum:
- (a) Provide the following information for each charging transaction, at each charging location:
 - (i) Charging data such as date and time of usage (start and stop time) and accurate utilization rates;
 - (ii) Total kWh and Total kW draw;
 - (iii) Total dollar amount charged to the user;
 - (iv) Station status and health in real time;
 - (v) Malfunction or operating error; and
 - (vi) Full site level usage report presented semi-annually to DEQ.
 - (b) Complies with all applicable local, state and federal regulations.
- c. Installation – the Contractor should:
- (1) Be solely responsible for installing each EV Charging Station, to include:
 - (a) Obtaining all (as applicable) local, state and federal permits required for installation and operation of the EV Charging Station.
 - (b) Performing all installation work in accordance with all (as applicable) local, state and federal zoning and code requirements.
 - (2) Coordinate the installation activities with the Host Site.
 - (3) Submit to the DEQ Contract Administrator (or his/her designee) for each EV Charging Station, within **30 calendar days** of the installation of the EV Charging Station, a written, signed and dated certification from the Contractor’s installer that the EV Charging Station has been installed (to include the date installation was completed) in accordance with all (as applicable) local, state and federal codes and is fully operational.
- d. Operation and Maintenance / Customer Support Service Requirements – the Contractor should:
- (1) Operation and Maintenance:
 - (a) Ensure that all maintenance is performed for each EV Charging Station, in accordance with all OEM requirements and recommendations; and ensure that each EV Charging Station:
 - (i) Is operated and maintained for at least five (5) years from the date the EV Charging Station was fully operational, in accordance with the terms of the contract resulting from this RFP; and
 - (ii) Is operational **at least 95%** of the time, 24 hours a day, seven (7) days per week.
 - (b) (As applicable) Repair / replace an EV Charging Station due to acts of vandalism.
 - (c) **Not**, during the period of operation (refer to **Section III.B.4.d.{1}{a}**), move an EV Charging Station to another Host Site location, sell or take an EV Charging Station out of service for any reason, without **prior written approval** from the DEQ Contract Administrator (or his/her designee).

In the event the DEQ Contract Administrator (or his/her designee) authorizes the Contractor to sell or take an EV Charging Station out of service, the Contractor should establish another equivalent EV Charging Station (at the Contractor's sole expense) within the priority geographic area, during the term of the current contract period (i.e. the initial term or renewal term, as applicable) resulting from this RFP, and should operate and maintain that EV Charging Station for the remainder of the five (5) year period of operation.

(2) Customer Support Services:

(a) Provide customer service support:

(i) That is available 24 hours a day, seven (7) days per week via a toll-free telephone number posted on or near the EV Charging Station, that is clearly visible to the customer.

(ii) During the period of operation (refer to **Section III.B.4.d.{1}{a}**).

(b) Resolve customer issues over the telephone, or dispatch service personnel to the Host Site as needed to resolve the issue; in the event service personnel must be dispatched, the Contractor's service personnel should arrive at the Host Site within **twenty-four (24) hours** of the Contractor receiving notification of the EV Charging Station problem.

C. Eligible and Non-Eligible Costs / EV Charging Station Cost / Invoicing:

1. Eligible Costs: Include all associated EV Charging Station equipment, installation and administrative costs.
2. Non-eligible Costs: The Contractor should not invoice DEQ for any of the following, but not limited to:
 - a. Any costs not approved by DEQ;
 - b. Purchase or rental of real-estate, other capital costs (e.g., construction of buildings, parking facilities, etc.,) or general maintenance of the site on which the EV Charging Station is located;
 - c. Electric utility upgrades and/or grid interconnection costs;
 - d. Off-site/highway signage;
 - e. Permit fees; and/or
 - f. Costs associated with the operation, maintenance and customer support services associated with the EV Charging Station.
3. EV Charging Station Cost: The contract "Total Fixed Not-To-Exceed Dollar Cap Per Installed EV Charging Station" (i.e. "Cap"; refer to **"ATTACHMENT E"/"PRICE SCHEDULE"**) should include all eligible costs associated with establishing the "Statewide Public Electric Vehicle Charging Station Network" as specified in this RFP, and not exceed 80% of the Contractor's actual cost per EV Charging Station for associated EV Charging Station equipment, installation and administrative costs. Of the 80%, administrative costs should not exceed 1% of the eligible costs.

The Contractor may set a "Cap" that is lower than the "80% of the Offeror's Actual Total Eligible Cost Per Installed EV Charging Station" (refer to **"ATTACHMENT E"/"PRICE SCHEDULE"**).

4. Invoicing – the Contractor should:
 - a. Invoice DEQ in arrears for installed EV Charging Stations, for 80% of the Contractor's actual total eligible cost per installed EV Charging Station, not to exceed the established dollar cap (refer to **"ATTACHMENT E" / "PRICE SCHEDULE"**); of the 80%, administrative costs should not exceed 1% of the eligible costs.
 - b. Submit invoices on a quarterly basis.

- c. Include the following documentation with each invoice (and for each EV Charging Station included on the invoice):
 - (1) Legible copies of all sale receipts/invoices that document the Contractor's actual cost for the EV Charging Station and installation, the number of EV Charging Stations and the serial number for each invoiced EV Charging Station; and proof of the Contractor's payment (e.g. copy of the canceled check or credit card statement);
 - (2) A digital photograph of the installed EV Charging Station; and
 - (3) Any other cost documentation requested by the DEQ Contract Administrator (or his/her designee) required by Appendix D, Appendix D-2 or Appendix D-4 to the final Trust Agreements (**ATTACHMENT F**).
- d. Identify on the invoice, the total price paid by the Contractor, the price invoiced to DEQ for the eligible costs; and include a breakdown of the EV Charging Station, installation and administrative cost.

D. Documentation and Reporting Requirements – at minimum, the Contractor should produce and submit the following documentation and reports to the DEQ Contract Administrator (or his/her designee) in accordance with the time periods specified below:

1. Management Plan: Within **30 calendar days** of the effective date of the contract resulting from this RFP, that specifically addresses: the scope of work (to include the deliverables), detailed budget, implementation and expenditures timeline and plan for reporting on EV Charging Station implementation in accordance with the relevant reporting requirements specified in Appendix D, Appendix D-2 and Appendix D-4 to the final Trust Agreements (**ATTACHMENT F**).

In the event of any updates, the Contractor should submit a revised "Management Plan" to the DEQ Contract Administrator (or his/her designee) for approval.

2. Priority Geographic Areas: The list of the Contractor's proposed priority geographic areas (to include the number of EV Charging Stations to be located within each area), within **30 calendar days** of the effective date of the contract resulting from this RFP; and supporting information/documentation that demonstrates that the proposed priority geographic areas will enable statewide EV travel.
3. Host Sites: A list of the Contractor's proposed Host Sites within the prioritized geographic areas, along with supporting documentation that demonstrates the potential utilization of the Host Site, and also include at a minimum, the following Host Site specific information:
 - a. The name and physical address of the site;
 - b. The property owner's contact information;
 - c. The Latitude and Longitude of site location;
 - d. An aerial photo of the site with the EV Charging Station(s) location clearly identified;
 - e. The distance from identified corridor; and
 - f. Other information as requested by the DEQ Contract Administrator (or his/her designee).

For the initial investment cycle, the Contractor should submit the list within **60 calendar days** of DEQ's approval of the priority geographic areas; and thereafter, the Contractor should submit a list of Host Sites prior to initiating another investment cycle.

4. Semi-Annual Report: Submit a semi-annual report (in a format approved by the DEQ Contract Administrator {or his/her designee}) in accordance with the reporting requirements of section 5.3 of Appendix D of the final Trust Agreements (**ATTACHMENT F**), no later than **than six (6) months** after receiving its first payment from the Trustee, and thereafter no later than January 30th (for the preceding six-month period of July 1 to December 31) and July 30th (for the preceding six-month period of January 1 to June 30) of

each year; the report should describe the implementation progress during the six-month period leading up to the reporting date.

In addition, the Contractor should include a data capture report that includes all the information specified in **Section III.B.4.b.(4)**.

E. Contractor / Subcontractor Personnel:

1. Qualification Requirements – the Contractor:
 - a. Should be licensed in accordance with **Section IX, “Special Terms and Conditions”, subsection “6”, “Contractor Registration”** (this requirement also applies to all subcontractors).
 - b. Should perform all installation, maintenance and customer support service only with personnel who are thoroughly qualified, trained, appropriately licensed (as applicable) to perform work in Virginia, and experienced in performing those services for the EV Charging Station(s).
2. Staffing: Ensure that sufficient personnel are available to perform all EV Charging Station installation, operation and maintenance and customer support services in accordance with the contract resulting from this RFP.
3. Project Manager: Assign a Project Manager to the DEQ project; the Project Manager should:
 - a. Direct all tasks / work provided under this contract.
 - b. Be available via telephone and E-mail during normal business hours (defined as Monday through Friday, 8:00 AM to 5:00 PM EST (excluding Virginia State holidays) and to meet with the DEQ Contract Administrator (or his/her designee) for recurring status meetings and when determined necessary by the Contractor, or upon request by DEQ.
 - c. Submit the copies of the Host Site agreements, acceptance documents, management reports, and a copy of each invoice to the DEQ Contract Administrator (or his/her designee); and assist the DEQ Contract Administrator (or his/her designee) with facilitating contract issues, etc.

In the event there are any changes to the Project Manager’s contact information, the Contractor should provide the DEQ Contract Administrator (or his/her designee) with the updated information by the time the changes are effective.

4. Assigned Personnel: DEQ reserves the right to observe the Contractor’s personnel at any time, while services are being performed. If, in the sole opinion of DEQ, an employee of the Contractor is determined not to be qualified, competent, or acceptable for any other reason, the Contractor should not assign that individual for further service for DEQ.

F. DEQ Responsibilities – DEQ’s primary responsibilities include:

1. Approving the priority geographic areas for the EV Charging Station Network, the number of EV Charging Stations within the priority geographic areas and the Host Sites for the EV Charging Stations.
2. Maintaining and making publicly available, all documentation and records in support of any invoice submitted by the Contractor to DEQ for eligible expenditures, subject to applicable laws governing the publication of confidential business information and personally identifiable information.
3. Approving and submitting approved invoices to the Trustee on a quarterly basis, for final approval and directing payment to the Contractor.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP; and shall submit to the issuing agency:
 - a. **One (1) original hard copy** (paper) document of the proposal, ***clearly identified as the “Original”***; and shall submit ***with the original hard copy of the proposal:***
 - (1) **One (1)** unsecured, electronic copy (i.e. on a disc - CD or DVD) of the entire proposal ***including all attachments*** and ***excluding any proprietary information*** (this disc

must be clearly marked on the outside that it excludes proprietary information; DEQ shall not be responsible for the Contractor's failure to exclude proprietary information submitted in the unsecured electronic format).

- (2) **Six (6)** unsecured, electronic copies (i.e. on a disc - CD or DVD) of the entire proposal **including all attachments and any proprietary information** (*this disc must be clearly marked on the outside that it includes proprietary information*).
- b. **Five (5) hard copies** (paper copies) of the entire proposal, **including all attachments and any proprietary information**.

No other distribution of the proposal shall be made by the Offeror.

2. The version of the solicitation issued by DEQ, as amended by any addenda, is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official version of the solicitation issued by DEQ unless accepted in writing by DEQ. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, DEQ reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by DEQ.
3. Communications regarding this Request for Proposals (RFP) shall be formal from the date of issue for this RFP, until either a Contractor has been selected or DEQ rejects all proposals. Formal communications shall be directed to the DEQ Office of Procurement Services (OPS). Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any DEQ employee other than an Office of Procurement Services representative may result in the offending Offeror's proposal being rejected.
4. Proposal Preparation:
- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the issuing agency may require prompt submission of missing information after the receipt of Contractors proposals.

- b. Proposals should be prepared simply and economically, providing a straightforward, **concise description** of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP, **to include the same "TAB" headings (the electronic version of the proposal for Section IV.B should be divided into a separate section (folder) per "TAB"; the hard copy version of the proposal should include the "TAB" label on the applicable page of the proposal)**. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within

any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted and must identify the data or other materials to be protected and state the reasons why protection is necessary. **If applicable, the outside of the proposal must be marked to denote proprietary or trade secret information is contained in the document and written notice of proprietary or trade secret information must be submitted on "ATTACHMENT C" / "Proprietary / Trade Secret Information Identification".** In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given a reasonable time, as solely determined by the Purchasing Agency, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.**

E-mail correspondence containing a 'boilerplate' notice stating that the correspondence and/or attached materials is proprietary and/or trade secret information will not be recognized by the Purchasing Agency; Offerors must specifically invoke the protections of § 2.2-4342F of the Code of Virginia and identify the specific proprietary or trade secret information associated with the E-mail and/or attached materials, as instructed above.

5. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. Oral presentations are an option of the purchasing agency and may or may not be conducted.

DEQ expects Offerors who are invited to give an oral presentation will utilize the person or persons who will be working on the project to make the presentation so quality and experience of the Offeror's staff can be evaluated prior to making selection. Should presentations be required they will be scheduled by the issuing agency for specific dates. These dates are critical and alternative dates may not be available.

- B. SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that DEQ may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:
1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
 2. A written narrative statement specifically addressing each point under **Section IV.B**, the **“PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS,” “TAB 2” through “TAB 8”**:
 - a. Any reference by the Offeror to a supplemental attachment submitted by the Offeror, should identify the title of the supplemental attachment, and the specific page number of a multipage supplemental attachment, on which the response to **“TAB 2” through “TAB 8”** (as applicable) is located (e.g. refer to pages 1 through 2 of Attachment A – TAB 2.A.1, “The scope and nature of your firm”).
 - b. Supplemental attachments should identify the title of the attachment, and the specific “TAB” / “TAB” subsection to which the supplemental attachment applies (e.g. “Attachment A - Capacity” / “TAB 2.B”).

TAB 1 Signed RFP coversheet and signed addenda (as applicable)/“ATTACHMENT C” (“PROPRIETARY/TRADE SECRET INFORMATION IDENTIFICATION”).

TAB 2 Company Information:

- A. Overview: Submit a brief history and description of your company’s operations, to include the following information:
 1. The scope and nature of your company;
 2. Years of operation;
 3. The organizational structure of your company;
 4. The link to your company’s website;
 5. Your company’s objective and desired outcomes from a contract resulting from this RFP; and
 6. The completed **“ATTACHMENT A” / “OFFEROR DATA SHEET”**.
- B. Capacity:
 1. Identify the physical location(s) of your company that would be responsible for operating and maintaining the EV Charging Stations and your company’s ability to provide the turnkey services specified herein, and in response to this RFP, throughout Virginia.
 2. Describe the size of your company.
 3. Identify the number of full-time employees typically employed by your company to establish Host Site agreements and to perform the installation, operation and maintenance and customer support services specified herein, and in response to this RFP.
 4. Identify your company’s standard hours of operation.
 5. Identify:
 - a. Your company’s typical annual “sales” (i.e. dollar volume of workload) volume for the turnkey “Statewide Public Electric Vehicle Charging Station Network” services specified herein, and in response to this RFP.
 - b. What size business account DEQ would represent in terms of your company’s typical annual “sales” (i.e. dollar volume of workload) volume for turnkey services to establish an EV Charging Station network; for example: *“Out of x many ongoing account relationships, DEQ would be in the top x %.”*
 6. Submit the current or most recently audited financial statement for your company.
- C. Submit the State Corporation Commission Form: Required of all Offerors pursuant to Title 13.1 or Title 50 of the Code of Virginia. (Complete the **“ATTACHMENT B”**).

TAB 3 EV Charging Station Network - Overview: Submit a narrative statement in your own words, that:

- A. Describes:
 - 1. The scope of the services requested in this RFP;
 - 2. All assumptions relied on by your company for the project to be successful; and
 - 3. All contingencies that must occur for the project to be successful.
- B. Demonstrates an in-depth understanding of the:
 - 1. Purpose and requirements of this RFP; and
 - 2. Appendix D, Appendix D-2 and Appendix D-4 to the final Trust Agreements (**ATTACHMENT F**).

TAB 3.A Approach:

- A. Describe your company's overall approach for providing the turnkey "Statewide Public Electric Vehicle Charging Station Network" specified herein, and in response to this RFP; and specifically:
 - 1. Address:
 - a. Project implementation over at least two (2), 15-month investment cycles;
 - b. Obtaining authorization from the applicable electric utility provider to sell/provide the electricity to the customers;
 - c. Compliance with the relevant reporting requirements specified in Appendix D, Appendix D-2 and Appendix D-4 to the final Trust Agreements (**ATTACHMENT F**); and
 - d. Continuity of operation and maintenance beyond five (5) years.
 - 2. Describe the proposed organizational structure for this project and how each subcontractor fits into the overall team.
 - 3. Describe your company's:
 - a. Methods to reduce any utility demand charges, offset on-peak demand electricity use (including demand charge reductions) or mitigate other potential adverse grid impacts; and
 - b. Innovative or advanced methods to reduce EV Charging Station, installation, operation and maintenance costs; and to expand the power and amount of chargers at a given site to accommodate higher utilization rates in the future.
 - 4. Describe how your company will acquire the EV Charging Stations in an expeditious manner on a large scale.
- B. Submit an estimated timeline for completing an investment cycle based upon the "hypothetical" requirements in "**ATTACHMENT E**", the "**PRICE SCHEDULE**".

TAB 3.B Priority Geographic Areas – describe:

- 1. Your company's approach, method and tools (e.g. modeling and simulations, industry statistics related to EV sales; vehicular travel studies, etc.) for reliably identifying and prioritizing geographic areas for EV Charging Stations; and for determining the appropriate number of EV Charging Stations for those areas.
- 2. How your company will leverage other EV Charging Station deployment efforts in Virginia.

TAB 3.C Host Sites:

- A. Describe your company's:
 - 1. Approach, method and selection criteria for identifying and prioritizing potential Host Sites within the priority geographic areas that are expected to have high utilization.
 - 2. Resources and ability to execute Host Site agreements expeditiously on a large scale.
- B. Submit a sample Host Site agreement that reflects the requirements specified in, and in response to, this RFP.

TAB 3.D EV Charging Stations:

- A. Equipment – describe your company's proposed EV Charging Station (to include all associated hardware and software) and include a link for the product information; and specifically:
 - 1. List any prerequisites for the proposed EV Charging Station.
 - 2. Identify any constraints on the EV Charging Station at a Host Site.
 - 3. Any limitations with regard to the makes/models of EVs that can use the proposed EV Charging Station.
 - 4. The typical useful life of the proposed EV Charging Station (e.g. 10 years).
 - 5. Describe past safety performance record and current safety capabilities for the proposed EV Charging Station.
 - 6. Describe the past technical performance history of the proposed EV Charging Station for networks of comparable size and complexity, including disclosure of any legal claims against your company; and:
 - (a) Describe the most frequent equipment failures and the typical length of time required to resolve the problem, once your company has been made aware of the problem.
- B. Customer Payment Options:
 - 1. Identify your company's proposed fee to customers for charging their vehicle.
 - 2. Describe:
 - a. Your company's payment options and how they will meet or exceed the requirements specified herein this RFP.
 - b. How your company will secure customer payment information and will ensure compliance with all relevant Payment Card Industry Compliance (PCI) standards, and in the event of a breach, how your company will notify customers and the DEQ Contract Administrator (or his/her designee) of the breach and how soon after the breach.
- C. Data Capture - describe your company's process for capturing, storing, and reporting required data.
- D. Installation – describe how your company will coordinate installation of the EV Charging Stations with the Host Sites; and address any additional factors that DEQ should consider with regard to the 15-month investment cycle period for installation, drawing upon your company's own expertise and experience gained through similar projects in other states; and
 - 1. Identify and describe any work to be performed by the Host Site.
 - 2. Identify all local, state and federal permits and approvals required for the project and the typical amount of time required to obtain those permits and approvals.
- E. Operation and Maintenance / Customer Support Services – explain how your company will ensure that:
 - 1. Each EV Charging Station is operational at least 95% of the time, 24 hours a day, seven (7) days per week.

2. Customer service support will be available to customers, 24 hours a day, seven (7) days per week.

TAB 4 Invoicing: Submit a sample invoice and sample supporting documentation that reflects the requirements specified herein, and in response to, this RFP.

TAB 5 Documentation and Reporting: Submit a sample of the following documents / reports that reflect the requirements specified herein, and in response to, this RFP:

- A. "Management Plan"; and
- B. "Semi-Annual" report in the format proposed by your company.

TAB 6 Contractor / Subcontractor Personnel:

- A. All Key Personnel, to include a Project Manager:
 1. Identify their: name and title, tenure with your company, days/hours of availability, business address, telephone (toll-free if available)/mobile number, and E-mail address.
 2. Describe their qualifications and their specific work experience in providing the "Statewide Public EV Charging Station Network" specified herein, and in response to this RFP, for an operation and DAS requirements comparable to DEQ.
 3. Submit their resume.
 4. Identify the percentage of time this individual will be dedicated to a contract resulting from this RFP.
- B. Installation/Operation and Maintenance / Customer Service Support Personnel:
 1. Identify all proposed subcontractors and what work would be assigned to them.
 2. Describe your company's methodology for ensuring that all assigned personnel (to include subcontractor personnel) are (as applicable) currently licensed, capable, qualified and experienced in performing the installation/operation and maintenance / customer support services for the proposed "Statewide Public EV Charging Station Network".
 3. Describe how your company will ensure that sufficient personnel will be available and assigned to this project in order to:
 - a. Complete installation of each EV Charging Station within the 15-month investment cycle and as specified in the "Management Plan".
 - b. Operate and maintain each EV Charging Station **at least 95%** of the time, 24 hours a day, seven (7) days per week; and to provide customer service support 24 hours a day, seven (7) days per week.

TAB 7 Experience and Qualifications:

Describe your company's specific experience in providing the "Statewide Public EV Charging Station Network" specified herein, and in response to this RFP, for governmental and/or private entities; and:

- A. Identify the number of continuous years your company has provided the turnkey services specified herein, and in response to this RFP, for governmental and/or private entities.
- B. Provide a list of governmental and/or private entities that have network requirements comparable to the size and complexity of the requirements specified herein this RFP, and with which your company currently has (or had within the past three {3} years) a contract for providing turnkey services as specified herein, and in response to this RFP; and describe those projects:
 1. Specifically identify / describe your company's experience with owning, operating and maintaining EV Charging Stations within Virginia, to include:
 - a. The number of EV Charging Stations within Virginia;

- b. Your company's:
 - (1) Experience with permitting, licensing and applicable state and local codes specific to EV Charging Stations within Virginia;
 - (2). Experience working with electric utility providers within Virginia; and
 - (3). Established relationships with Host Sites within Virginia.
- 2. Complete the "Reference" information required on "**ATTACHMENT A**"/"**OFFEROR DATA SHEET**" based upon those comparable projects (preferably for projects within Virginia).
- C. Identify the number of continuous years each of your company's proposed subcontractors has provided the applicable equipment / services for the "Statewide Public EV Charging Station Network" specified herein, and in response to this RFP, for governmental and/or private entities.
- D. Submit a copy of your company's (and for all proposed subcontractors) license (refer to **Section IX, "Special Terms and Conditions"**, subsection "6", "**Contractor Registration**").
- E. Identify any persons known by your company, who would be obligated to disqualify themselves from participation in any transaction arising from or in connection to this project pursuant to The Virginia State and Local Government Conflict of Interest Act, Chapter 31 (§ 2.2-3100 et seq.) of Title 2.2.
- F. Submit a notarized:
 - 1. Statement, certifying that your company is not currently debarred or suspended by any federal, state or local government entity.
 - 2. Disclosure statement for your company, that addresses the following matters over the past three (3) years:
 - a. Bankruptcy filings;
 - b. Liquidated damages;
 - c. Fines, assessments or penalties;
 - d. Judgments or awards in contract disputes;
 - e. Contract defaults, contract terminations;
 - f. License revocations, suspensions, other disciplinary actions;
 - g. Prior debarments or suspensions by a governmental entity;
 - h. Denials of prequalification, findings of non-responsibility;
 - i. Safety past performance data, including fatality incidents;
 - j. Violations of any federal, state or local criminal or civil law;
 - k. Criminal indictments or investigations; and
 - l. Legal claims filed by or against the firm.
 - 3. Acknowledgement that your company will conform with Virginia Code Sections 2.2-4367 thru 2.2-4377 (the Ethics in Public Contracting Act).

TAB 8 Sustainability: Provide information to demonstrate the overall environmental impact of your proposed approach; and specifically include information about your company's recommendations to reduce any adverse environmental impact with respect to the "Statewide Public EV Charging Station Network" specified herein, and in response to this RFP; and recommendations to create efficiencies. Specifically address how your company's proposed "Statewide Public EV Charging Station Network" will reduce any adverse environmental impact over the lifecycle of the "Statewide Public EV Charging Station Network".

TAB 9 Proposed Price: Identify all costs associated with providing the "Statewide Public EV Charging Station Network" specified herein, and in response to this RFP, in accordance with "**ATTACHMENT E**" / "**PRICE SCHEDULE**".

TAB 10 Small Business Subcontracting Plan: Summarize the planned utilization of SBSD-certified small businesses which include businesses owned by women and

minorities, when they have received SBSB small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. (Complete "ATTACHMENT D").

TAB 11 Compliance:

- A. Utilization of the words "shall" or "must" in the "STATEMENT OF NEEDS," subsection "III-A" through subsection "III-E," to include (as applicable) any attachment referenced therein, indicates a **mandatory** requirement:

Does/will your company comply with mandatory requirements **as presented** in the "STATEMENT OF NEEDS," subsection "III-A" through subsection "III-E," to include (as applicable) any attachment referenced therein?

Yes ____ No ____

If "NO," identify the specific requirement and the reason for non-compliance.

- B. Utilization of the word "should" in the "STATEMENT OF NEEDS," subsection "III-A" through subsection "III-E," to include (as applicable) any attachment referenced therein, indicates a **non-mandatory** requirement.

Does / will your company comply with the non-mandatory requirements **as presented** in the "STATEMENT OF NEEDS," subsection "III-A" through subsection "III-E," to include (as applicable) any attachment referenced therein, as a **mandatory requirement** (i.e. "should" becomes "shall")?

Yes ____ No ____

If "NO," identify the specific requirement and the reason for non-compliance.

- C. Does your company accept the terms and conditions as presented in **Section VI, "REPORTING AND DELIVERY INSTRUCTIONS", Section VIII, the "GENERAL TERMS AND CONDITIONS", in Section IX, the "SPECIAL TERMS AND CONDITIONS", in Section X, the "METHOD OF PAYMENT" and in Section XI / "ATTACHMENT E," the "PRICE SCHEDULE"?**

Yes ____ No ____

If "NO," identify the specific requirement and the reason for non-compliance.

V. EVALUATION AND AWARD CRITERIA:

- A. **EVALUATION CRITERIA:** Proposals shall be evaluated by DEQ using the following criteria:

	<u>POINT VALUE</u>
1. Approach and capability to provide the services specified in Section III, the "STATEMENT OF NEEDS" and in response to Section IV, the "PROPOSAL PREPARATION and SUBMISSION INSTRUCTIONS," subsection "B," the "SPECIFIC PROPOSAL INSTRUCTIONS," of this RFP.	25

2. Experience and qualifications of the Offeror (to include applicable personnel). 25
3. Price. 30

(Points will be based upon the “**GRAND TOTAL**” of the “**Offeror’s Proposed Not-To-Exceed Dollar Cap Per Installed EV Charging Station**” (refer to “**ATTACHMENT E**” / “**PRICE SCHEDULE**”)

4. Small Business Subcontracting Plan. 20

(Points assigned for the “Small Business Subcontracting Plan” will be based upon the “**GRAND TOTAL**” of the “**Offeror’s Proposed Not-To-Exceed Dollar Cap Per Installed EV Charging Station**” {refer to “**ATTACHMENT E**” / “**PRICE SCHEDULE**” / “**2.b.**”} and the Offeror’s proposed expenditure with the subcontractor, regardless of what entity pays the Contractor for those goods/services.)

TOTAL 100

- B. AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Vendor’s proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. Contract Deliverable Reporting: Refer to **Section III.D / “Documentation and Reporting Requirements”** of this RFP.
- B. Utilization of Small Businesses and Businesses Owned by Women and Minorities: Unless the Vendor is a DMBE certified small business, the Vendor shall submit **monthly** reports on the involvement of Department of Minority Business Enterprises (DMBE) certified SWaM Businesses. (Refer to **Section IX.19/“Submission of Small Business Subcontracting Plan, Evidence of Compliance With Small Business Subcontracting Plan, And Subcontracting Reporting”** of this RFP.)

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information may result in invoices being returned without payment.

- VII. MANDATORY PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held at **10:00 AM** on **October 17, 2017 at 629 East Main Street, Richmond, Virginia**. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this preproposal conference.** Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after **10:10 AM.**

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

*Note – Offerors: Should submit questions (via email) to carol.papazian@deq.virginia.gov at **least five (5) business days** prior to the date of the conference; and should advise regarding the number of representatives attending.*

VIII. GENERAL TERMS AND CONDITIONS:

1. **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 under “Vendors Manual” on the vendors tab.
2. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
3. **ANTI-DISCRIMINATION:** By submitting their proposals, 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 A. and B. below apply:

A. During the performance of this contract, the contractor agrees as follows:

- (1) 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.

- (2) 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.
 - (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - (4) The requirements of these provisions A. and B. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - (5) In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- B. The contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 5. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
 6. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

7. **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.
8. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

10. **PAYMENT:**

A. **To Prime Contractor:**

- (1) Invoices for eligible costs shall be submitted by the contractor directly to the agency address shown on the contract. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- (2) Payment terms are subject to the terms of the trust and the timeframes of trustee in processing funding requests and making direct payment to contractor. The agency will submit funding requests quarterly to the trustee for contractor's eligible costs within 30 days of receipt by agency.
- (3) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.

B. **To Subcontractors:**

- (1) Within seven (7) days of the contractor's receipt of payment from the trustee, a contractor awarded a contract under this solicitation is hereby obligated:
 - (a) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- (2) 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 trustee, except for amounts withheld as stated in (1)(b) 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.

C. 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.

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

11. **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.
12. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
13. **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.
14. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
15. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
 - A. 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.
 - B. 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:
 - (1) By mutual agreement between the parties in writing; or
 - (2) 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

- (3) 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.
16. **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.
17. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

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

18. **USE OF BRAND NAMES (NOT APPLICABLE):** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
19. **TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
20. **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:

- A. 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.
- B. Employer's Liability - \$100,000.
- C. 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.
- D. 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.)

21. 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) for a minimum of 10 days.

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

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

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

23. 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.

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

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

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

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

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

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

25. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the Commonwealth of Virginia is approved as a beneficiary of the Volkswagen Environmental Mitigation Trust and DEQ is certified as the lead agency. Notwithstanding any provision of this contract to the contrary, all payments (and the right thereto) are subject to the trust agreement, the availability of funds in the trust, and the trustee's authority; all payments will be made directly from trustee to contractor at the request of the agency; the agency makes no commitment to pay contractor with agency's funds for any reason, including any for any breach, and contractor waives any right to the same.

26. SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY: This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, 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 proposals.

27. PROPOSAL PRICE CURRENCY: Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

28. 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.

IX. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD:** Refer to **Section V.B.**
3. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
4. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
5. **CONTINUITY OF SERVICES:**
 - a. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; and
 - (ii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
 - b. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
 - c. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
6. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for \$120,000 or more, or if the total value of all such contracts undertaken by Offeror within any 12-month period is \$750,000 or more, the Offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a contract is for \$10,000 or more but less than \$120,000, or if the total value of all such contracts undertaken by Offeror within

any 12-month period is \$150,000 or more, but less than \$750,000 or more, the Offeror is required to be licensed as a "CLASS B CONTRACTOR." If such a contract is over \$1,000 but less than \$10,000, or if the contractor does less than \$150,000 in business in a 12-month period, the Offeror is required to be licensed as a "CLASS C CONTRACTOR." The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The Offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

Licensed Class A Virginia Contractor No. _____ Specialty _____
Licensed Class B Virginia Contractor No. _____ Specialty _____
Licensed Class C Virginia Contractor No. _____ Specialty _____

If the Offeror shall fail to provide this information on his proposal or on the envelope containing the proposal and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of proposals, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

7. **CONTRACTOR'S TITLE TO MATERIALS:** No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
8. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) 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 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. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

9. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
10. **EXTRA CHARGES NOT ALLOWED:** The proposal price(s) shall be inclusive of all costs associated with providing the "Statewide Public Electric Vehicle Charging Station Network" specified herein, and in response to, this RFP; extra charges will not be allowed.
11. **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: _____

Name of Offeror _____ Due Date _____ Time _____

Street or Box Number _____

RFP No. _____

City, State, Zip Code _____

RFP Title _____

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing Agency by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing Agency’s office. Proposals received in the issuing Agency’s office after the date and hour designated are automatically disqualified and will not be considered. The Agency is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers or any other delivery service or mechanism. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- 12. INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- 13. PERFORMANCE AND PAYMENT BONDS:** The successful Offeror shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance and Labor and Material Payment Bonds, each in the sum of the contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.
- 14. PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 15. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 16. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 17. PROPOSAL PRICES:** Proposal shall be in the form of a firm unit price for each item during the contract period.

18. QUANTITIES: Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

19. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:

a. Submission of Small Business Subcontracting Plan: It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All Offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the Offeror shall note such on the Small Business Subcontracting Plan. No Offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

b. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

c. Prime Contractor Subcontractor Reporting:

(1) Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a **monthly** basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. 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 (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

(2) In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a **monthly** basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

20. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1

and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

21. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

22. WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

X. METHOD OF PAYMENT:

A. Invoices shall:

1. Be submitted on a quarterly basis, in accordance with **Section III.C.**
2. Reference the contract number **and** purchase order number; and shall fully detail the services performed, in accordance with **Section III.C.**
3. Be sent to:

Department of Environmental Quality
Attn: Angela Conroy
1111 East Main Street,
14th Floor
Richmond, Virginia 23219

B. The Contractor will receive payment in accordance with section 5.216 and 5.216.1 of Appendix D of the final Trust Agreements (**ATTACHMENT F**).

XI. PRICE SCHEDULE:

Offerors shall submit pricing on "**ATTACHMENT E,**" the "**PRICE SCHEDULE.**"

XII. ATTACHMENTS:

ATTACHMENT A:	OFFEROR DATA SHEET
ATTACHMENT B:	STATE CORPORATION COMMISSION FORM
ATTACHMENT C:	PROPRIETARY / TRADE SECRET INFORMATION IDENTIFICATION
ATTACHMENT D:	SMALL BUSINESS SUBCONTRACTING PLAN
ATTACHMENT E:	PRICE SCHEDULE
ATTACHMENT F:	FINAL TRUST AGREEMENTS

ATTACHMENT A

OFFEROR 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 your proposal being scored lower.

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. eVA Vendor ID _____ DUNS Number: _____

5. **References:** Provide at least four (4) current or recent accounts, either commercial or governmental, for which your r company is / has provided similar services. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone:(____) _____ E-Mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone:(____) _____ E-Mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone:(____) _____ E-Mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone:(____) _____ E-Mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

ATTACHMENT B

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):

ATTACHMENT C

PROPRIETARY/TRADE SECRET INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____.

Date

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT D

SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that more than 42% of its purchases are made from small businesses. All potential Bidders are required to submit a Small Business Subcontracting Plan.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification Date: _____

