

# CENTRAL VIRGINIA WORKFORCE DEVELOPMENT BOARD



## Request for Proposals

### Strategic Planning and Local Workforce Development Area Plan Services

Release Date: Thursday, October 29, 2020

Submission Deadline: Tuesday, November 17, 2020

Central Virginia Workforce Development Board  
828 Main Street 12<sup>th</sup> Floor  
Lynchburg, VA 24504  
Ben Bowman  
Ben.bowman@vcwcentral.com

AN EQUAL OPPORTUNITY EMPLOYER/PROGRAM-Contact Ben Bowman 434-818-7612. Auxiliary aids and services are available upon request to individuals with disabilities. TDD: VA Relay Center: 711 or 800.828.1120

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## INTRODUCTION

The Central Virginia Workforce Development Board WDB is requesting proposals from qualified vendors to assist in the strategic planning and local Workforce Development Area plan process for Local Workforce Development Area 7 (LWDA 7).

This document constitutes the official Request for Proposal (RFP) format and all terms and conditions shall become, through incorporation by reference, a part of any contract or contracts entered in furtherance hereof.

The WDB is an Equal Opportunity Employer. Auxiliary aids and services are available for individuals with disabilities. TDD/TTY 711.

The WDB is funded by the Department of Labor through the Workforce Innovation and Opportunity Act (WIOA).

**Proposals must be received** in the WDB Office no later than 4:30 p.m. EST on Tuesday, November 17, 2020. Proposals can also be submitted electronically in a PDF version to Ben Bowman at [ben.bowman@vcwcentral.com](mailto:ben.bowman@vcwcentral.com). The WDB will acknowledge receipt of any electronic proposal received. Proposals can be received in person or mailed to the following address:

Central Virginia Workforce Development Board  
Attn: Ben Bowman  
828 Main Street 12<sup>th</sup> Floor  
Lynchburg, VA 24504

***Incomplete proposals or any proposals received after 4:30 p.m. EST on Tuesday, November 17, 2020 will not be considered and will be returned without exception.***

Technical assistance concerning this Request for Proposal and its submission is available by contacting:

Ben Bowman  
[Ben.bowman@vcwcentral.com](mailto:Ben.bowman@vcwcentral.com)

In compliance with this Request for Proposals and all conditions imposed therein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed by subsequent negotiation. By my signature below, I certify that I am authorized to bind the Vendor in and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

FULL LEGAL NAME OF VENDOR: \_\_\_\_\_

FED ID OR SOC. SEC. NO.: \_\_\_\_\_

SCC ID NO: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
TYPED OR PRINTED NAME, TITLE

\_\_\_\_\_  
(SIGNATURE)

## **PURPOSE:**

The purpose of this Request for Proposal (RFP) is to establish a contract through competitive negotiation for strategic planning services from a qualified vendor. The contract will be for the Strategic Plan beginning December 1, 2020 and ending March 31, 2020 and the resulting contract for services will be between the WDB and the selected vendor.

## **BACKGROUND:**

The Central Virginia Workforce Development Board (WDB) for Local Workforce Development Area 7 (LWDA7) is comprised of the city of Lynchburg, four counties and the towns within: Amherst, Appomattox, Campbell, Bedford. The WDB is responsible for the oversight and monitoring of the federal Workforce Innovation and Opportunity Act (WIOA) funding that is allocated to LWDA 7 each fiscal year. This includes the monitoring of all fiscal, performance and programmatic aspects of the programs tied to the federal WIOA funding, which prepares low income adults, dislocated workers and youth with barriers to employment or education with skills to become self-sufficient by providing job search assistance, occupational skills training, on the job training and other career services. The WDB is also the convener for workforce development activities in the region designated by the Code of Virginia §2.2-2472.1. This responsibility entails coordinating business, economic development, labor, regional planning commissions, all levels of education and human service organizations to focus on regional workforce issues and the development of solutions to meet current and prospective business needs for a skilled labor force. The fiscal agent for the WDB is the Central Virginia Planning District Commission

Please visit the Request for Proposal section of our website to view copies of the following:  
<https://www.vcwcentralregion.com/about/>

1. Existing Strategic Plan/Local Plan and 2018 update
2. Regional Comprehensive Economic Development Strategy
3. State Workforce Plan

## **SCOPE AND TIMING:**

The WDB is seeking proposals from potential vendors who will assist the WDB and the Chief Elected Official (CEO) Consortium in the inclusive strategic planning process which will include, but is not limited to, the following elements:

- Design strategic planning work plan, determination of staff roles, and identification of information required for process.
- Assess current status of WDB, including the development of a SWOT analysis and information from internal and external stakeholders if needed.
- Plan and facilitate a strategic planning session with WDB and CEO Consortium members and other stakeholders prior to **January 24, 2021**.
- Develop the format and content requirements for the strategic plan in compliance with the Virginia Workforce Letter (VWL) NO. 20-08 (Attached)

- Utilize data and coordinate recommendations from the following sources available on the Strategic Plan section of the Central Virginia Workforce Development Board website: <https://www.vcwcentralregion.com/public-documents/>
  - Virginia’s Central Virginia Comprehensive Economic Development Strategy (CEDS)
  - Virginia WIOA Combined State Plan
  - Vendor will establish performance metrics for each strategy included in the strategic plan
- Document meeting outcomes and develop/finalize the Strategic Plan document for approval by Board and CEO Consortium.
- Final Strategic Plan with at least two weeks of public comment should be reviewed and voted upon at a joint WDB and CEO Consortium meeting by February 23, 2020.
- Total funds available for Strategic Planning Process: \$10,000

**PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

**Proposal Preparation:**

- No portion of the work shall be subcontracted without the prior written consent of the WDB. In the event that the vendor desires to subcontract some part of the work specified herein, the vendor shall clearly state its intention and furnish the names, qualifications, and experiences of the proposed subcontractors as part of their signed proposal.
- Proposals shall be signed by an authorized representative of the vendor. All information requested must be submitted. Failure to submit all information requested may result in the WDB requiring prompt submission of omitted information and/or giving a lower evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the WDB.
- 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.
- Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered.

Ownership of all data, materials and documentation originated and prepared for the WDB pursuant to the RFP shall belong exclusively to the WDB and are subject to public inspection in accordance with the Virginia Freedom of Information Act. If any proposal contains trade secrets or other information, which is proprietary by law, the proposer must notify WDB of its request to keep that information confidential. The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response. WDB will review the request and notify the proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained under law, the proposer has

the option of withdrawing the proposal or advising WDB of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information. In the event a public records request is made for information designated by the proposer as confidential or proprietary and if WDB has made a determination as to the confidential or proprietary nature of the information, WDB will notify the proposer of the request. The proposer will have an opportunity at its own expense to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

**Oral Presentations:**

- Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the WDB Evaluation Committee, as appropriate.
- The oral presentation provides an opportunity for offerors to clarify or elaborate on their proposal, which is a fact-finding and explanation session and does not include negotiations.
- The WDB will schedule the time and location of the presentations if the WDB chooses it as an option.

**Specific Proposal Requirements:**

- Proposals should be as thorough and detailed as possible so that the WDB may properly evaluate the offeror's capabilities to provide the required services. Offerors are required to return this complete RFP, with the cover sheet and addenda, if any, signed and completed as required. Offerors are required to submit the following items as a complete proposal:
  - A. Qualifications and experience in facilitation and development of Strategic Plans: The offeror shall provide an overview of its organization including its qualifications to facilitate a strategic planning process, the years the firm has been in business, and the number and location of offices in the U. S. The offeror shall disclose the identity of any parent corporation and any subsidiaries, if appropriate, and of any subcontractors. *It is important for responders to describe how they will handle the whole process in a safe manner following Centers for Disease Control and Virginia Department of Health guidelines.*
  - B. Qualifications and experience in working with workforce development organizations, including Local Workforce Development Boards: The offeror shall describe experience in working or partnering with organizations within workforce development. Specifically, if offerors have worked with Local Workforce Development Boards or with contracting agencies within the WIOA network, this should be described.

- C. References from other clients that pertain to prior project experience encompassing the same or similar requirements as set forth in the Scope of Work:
1. Supply three (3) project references, which must include company name, address, phone number and contact person.
  2. For each referenced project, the offeror shall provide a description of the work performed, the time period of the project, the staff-months expended, and the scheduled and actual completion dates of the projects.
- D. Quality and experience of offeror and any subcontractor personnel to be assigned to the project: Names, qualifications and experience of specific personnel to be assigned to the project are required. Resumes including relevant experience and continuing professional education for each supervisory person to be assigned are also to be provided.
- E. Methodology: The offeror shall provide a narrative describing in general detail the procedures that will be followed to plan, conduct and develop the strategic plan and how these activities will be coordinated with WDB staff.
- F. Proposal Cost: The offeror shall provide the cost associated with the development of the strategic plan. This should include the cost of initial meetings with WDB staff, the facilitation of the retreat, discussions with external partners, and development/composition of the final strategic plan.
- G. Other Criteria-Small Business, Women or Minority Owned Business Participation: The offeror shall indicate if they are a small, women or minority owned business. To the extent that the offeror proposes to subcontract with a small business, women or minority owned business, describe the degree of participation in terms of percent of contract hours and fees and the offeror's plan to involve the subcontracting firm. Any assignment of the contract in whole or in part must be pre-approved by the WDB. Additional points will be given to those offerors who are considered a small business, women or minority owned business or to those who subcontract with the aforementioned businesses.

**EVALUATION CRITERIA:**

Submitted proposals shall be evaluated by the WDB using the following criteria that shall also apply to, and be used to evaluate the applicant's subcontractors (if applicable):

	<b>Criteria</b>	<b>Point Value</b>
<b>A.</b>	<b>Qualifications and experience in facilitation and development of Strategic Plan.</b>	<b>25</b>



<b>B.</b>	<b>Qualifications and experience in working with workforce development organizations, including Local Workforce Development Boards.</b>	<b>25</b>
<b>C.</b>	<b>References from other clients.</b>	<b>10</b>
<b>D.</b>	<b>Quality and experience of personnel to be assigned to the project.</b>	<b>10</b>
<b>E.</b>	<b>Methodology</b>	<b>20</b>
<b>F.</b>	<b>Proposal cost</b>	<b>5</b>
<b>G.</b>	<b>Small business, women or minority owned business participation.</b>	<b>5</b>
	<b>Total</b>	<b>100 Points</b>

The WDB shall engage in individual discussions with qualified vendors deemed fully qualified, responsible and suitable on the basis of initial responses with emphasis on professional competence to provide the identified services. Repetitive informal interviews shall be permissible and non-binding cost estimates may be discussed. The offerors shall be encouraged to elaborate on their qualifications, performance data and/or staff expertise pertinent to the proposed project, as well as alternative concepts.

The WDB shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious; negotiation shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the WDB can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the WDB determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**AWARD OF CONTRACT:**

An award shall be made to the responsible firm whose proposal is determined in writing to be the more advantageous to the WDB taking into consideration the evaluation factors set forth in the RFP. The award of a contract shall be at the sole discretion of the WDB. The award shall be based on the evaluation of all information as the WDB may request. The WDB reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality in the RFP. Further, the WDB reserves the right to enter into a contract deemed to be in its best interest.

**GENERAL TERMS AND CONDITIONS:**

**Ownership of Proposals:** All proposals become the property of the WDB.

**Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Lynchburg, Virginia. The successful vendor shall comply with all applicable federal, state and local laws, and rules and regulations governing the provisions of the services called for in the contract.

**Anti-Discrimination:** By submitting their proposals, vendors certify to the WDB that they will conform with 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, and where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Section 2.2-4310 of the Virginia Public Procurement Act. During the performance of this contract, the vendor agrees as follows:

- The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the vendor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The vendor, in all solicitations or advertisements for employees placed by or on behalf of the vendor, will state that such vendor is an equal opportunity employer.
- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The vendor will include the foregoing provisions in every subcontract or purchase order of over \$10,000.00, so that provisions will be binding upon each subcontracted firm or vendor.

**Ethics in Public Contracting:** By submitting their proposals, vendors 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 vendor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred with any employee having official responsibility for this procurement transaction, and have not received 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. The vendor and any related organizations will not be allowed, during the contract period, to perform or submit proposals on accounting, consulting compilation and review, or any other services for the WDB.

**Immigration Reform and Control Act of 1986:** By submitting their proposals, vendors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**Debarment Status:** By submitting their proposals, vendors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for

the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**Antitrust:** By entering into a contract, the vendor conveys, sells, assigns, and transfers to the WDB all rights, title, and interest in and to all causes of the 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 WDB under said contract.

**Mandatory Use of Forms and Terms and Conditions:** Failure to submit a proposal on the official entity form (if provided) for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of this solicitation may be cause for rejection of the proposal; however, the WDB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**Clarification of Terms:** If any prospective vendor has questions about the specifications or other solicitation documents, the prospective vendor should contact the Executive Director for technical assistance no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the WDB.

**Payment:** Payment to the vendor shall be made upon completion of the services and acceptance of the reports by the WDB or other terms as mutually agreed upon by the parties.

In accordance with Va. Code Section 2.2-4354, the vendor agrees that:

**1.** Should any contractor be employed by the vendor for the provision of goods or services under this Contract, the vendor agrees to the following:

(a) The vendor shall, within seven days after receipt of any payments from the WDB pursuant to this Contract, either:

- **(1).** Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract; or
- **(2).** Notify the WDB and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

(b) The vendor shall require (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

(c) The vendor shall pay interest to the subcontractors, at the rate of one percent per month on all amounts owed to the subcontractor that remain unpaid after seven days following the receipt of payment from the WDB for goods or services provided under this Contract, except for amounts withheld under subparagraph (a)(2).

(d) The vendor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

(e) The vendor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the WDB.

(f) No contract modification shall be allowed for the purpose of providing reimbursement for the interest charge. No cost reimbursement claim shall include any amount for reimbursement for these interest charges.

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

**Testing and Inspection:** The WDB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**Assignment of Contract:** A contract shall not be assignable by the vendor in whole or in part without the written consent of the WDB.

**Changes to the Contract:** Changes can be made to the contract in any of the following ways:

- The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- The WDB may order changes within the general scope of the contract at any time by written notice to the vendor. Changes within the scope of the contract include, but are not limited to, items such as services to be performed and the timing of services rendered and dates of deliverables. The vendor shall comply with the notice upon receipt. The vendor shall be compensated for any additional costs incurred as the result of such order and shall give the WDB credit for any savings. Said compensation shall be determined by one of the following methods:
  - By mutual agreement between the parties in writing; or
  - By agreeing upon a unit price or using a unit price set forth in the contract. If the work can be expressed in units, the vendor shall account for the number of units of work performed, subject to the WDB's right to audit the firm's records and/or to determine the correct number of units independently; or

- By ordering the vendor 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 a result of savings realized. The vendor shall present the WDB with all vouchers and records of expenses incurred and savings realized.

The WDB shall have the right to audit the records of the vendor 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 WDB within thirty (30) days from the date of receipt of the written order from the WDB. 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 by the Disputes Clause of this contract, or if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Public Procurement Act. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the vendor from promptly complying with the changes ordered by the WDB, or with the performance of the contract generally.

**Default:** In case of failure to deliver services in accordance with the contract terms and conditions, the WDB, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the WDB may have available to it.

**Confidentiality of Information:** The vendor shall treat all information utilized in its performance of the contract as confidential, personal information, and shall not be publicly disseminated. The vendor shall handle all confidential information in accordance with the Virginia Privacy Protection Act. All files and other records developed or maintained pursuant to the execution of the contract are the property of the WDB and shall be delivered to the agency upon demand. The vendor merely serves as the custodian of the files, and acts as agent for the WDB in the performance of the project requirements.

**Cancellation of Contract:** The WDB reserves the right to cancel and terminate any resulting contract, in part or in whole, upon 10 days written notice to the vendor. In such event, the WDB will only be liable for costs incurred to the date of termination.

**Contract Extension:** The WDB reserves the right to extend any resulting contract, in part, for a period of up to six (6) months, under the terms and conditions of the original contract, to allow completion of work undertaken, but not completed, during the original term of the contract, without additional consideration to be paid to the vendor.

**Termination:** The WDB reserves the right to terminate the contract for the convenience of the WDB when certain occasions arise. It is understood and agreed between the WDB and the vendor, that the WDB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**Cost Liability:** The WDB does not assume liability by virtue of this contract for any costs incurred above the amount provided pursuant to this contract nor for costs incurred by the

contractor that are determined to be unallowable. Any such costs will be at the sole risk of the vendor.

**Indemnification:** The vendor agrees to indemnify, defend and hold harmless the WDB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the vendor, provided that such liability is not attributed to the sole negligence of the WDB. These provisions apply to each sub-tier vendor performing under the primary contract.

**Severability:** Each paragraph and provision of the resultant contract will be severable from the entire contract and if any provision is declared invalid, the remaining provisions shall remain in effect.

**Authorization to Transact Business:** The vendor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited 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 or as otherwise required by law.

Vendor, shall, if organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, include in its proposal the identification number issue to it by the Virginia State Corporation Commission. Any firm that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 540 or as otherwise required by law shall include in its proposal a statement describing why the firm is not required to be so authorized. Attachment #1 to this RFP shall be used to supply the information required by this paragraph.

Vendor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited partnership, shall not allow its existence to lapse or its certification of authority or registration to transact business in the Commonwealth, if so required by Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

**Drug-Free Workplace:** During the performance of this contract, the vendor 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 in accordance with this

chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**Attachment #1**

**State Corporation Commission Form**

**Virginia State Corporation Commission (SCC) registration information**

**The vendor/bidder:**

- 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 bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location); **—OR—**
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

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

Name (*please type or print*): Title:

Name of Vendor: