



REQUEST FOR PROPOSALS

Issue Date: March 1, 2007

RFP NUMBER: **PS2SKILL**

Title: Skilled Trades Occupational Survey

Issuing Company: Virginia Manufacturers Association
c/o Skilled Trades Project Coordinator
1108 E. Main St., Suite 700
Richmond, Virginia 23219-2805
Mailing Address: P. O. Box 412,
Richmond, Virginia 23218-0412
Phone: 804.643.7489, ext. 13 Fax: 804.780.3853

Work Locations: To Be Identified By Offeror In Their Proposal

Sealed Proposals Will Be Received Until: March 23, 2007, no later than 4pm, Furnishing the Goods/Services Described Herein. Letter of Intent is due no later than March 15, 2007.

All Inquiries for information should be directed To: Skilled Trades Project Coordinator, e-mail: fpeters@vamanufacturers.com. In order to receive addendums and all other pertinent follow-up information to this solicitation, Offerors must contact Skilled Trades Project Coordinator through e-mail and provide company information.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING COMPANY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO ADDRESS ABOVE.

In Compliance With This Request For Proposals (RFP) 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:

(Include Zip Code)

Date: _____

By: _____

(Signature in Ink)

Name: _____

(Please Print)

Title: _____

FEI/FIN No.: _____

Telephone Number: _____

DID YOU REMEMBER TO:

- SIGN AND FILL IN INFORMATION ABOVE - INCLUDE AND SIGN ALL ADDENDUMS
- CHECK OWNERSHIP CATEGORY:
 - CERTIFIED SMALL BUSINESS; CERTIFIED WOMEN-OWNED BUSINESS;
 - CERTIFIED MINORITY BUSINESS; CERTIFIED VETERAN-OWNED BUSINESS

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**2006 VIRGINIA SKILLED TRADES PROGRAM
SKILLED TRADES OCCUPATIONAL SURVEY**

I. PURPOSE:

The Virginia Manufacturers Association (VMA) is soliciting proposals to conduct a *Skilled Trades Occupational Survey* of Virginia manufacturers. There are 6,100 manufacturing firms located in Virginia. The purpose of the survey* is to:

- a) Determine projected skilled trades workforce demand in three years by occupation and region;
- b) Validate the definition of “Manufacturing Technician”; and
- c) Provide a comprehensive skilled trades occupational gap analysis report.

**To validate the survey results for a subset of skilled trades occupations by market, face-to-face interviews with manufacturing contractor firms will also need to be conducted.*

The skilled trades occupations studied need to include the following:

SOC Code
Machinists
Welders, Cutters, Solderers, and Brazers
Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders
Electricians
Electrical and Electronic Engineering Technicians
Electrical and Electronic Repairers, Commercial and Industrial Equipment
Tool and Die Makers
Maintenance Workers, Machinery
Computer-Controlled Machine Tool Operator, Metal and Plastic
Chemical Equipment Operators and Tenders
Chemical Technicians
Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic
Printing Machine Operators
Cutting, Punching, and Press Machine, Setters, Operators, and Tenders, Metal and Plastic
Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic
Grinding, Lapping, Polishing, and Buffing Machine Setters, Operators, and Tenders, Metal and Plastic
Lathe and Turning Machine Setters, Operators, and Tenders, Metal and Plastic
Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic
Stationary Engineers and Boiler Operators

Vendors will be required to use the *Skilled Trades Gap Analysis Report*, Mangum Economic Consulting, 1/2007, for selecting final occupations to survey. See www.vamanufacturers.com/membership/memberservices.php for copy.

The regional divisionary system used to conduct the survey shall be consistent with the Local Workforce Investment Board geographic boundaries (<http://www.vec.virginia.gov/pdf/recommnd.pdf>).

In addition, the *Skilled Trades Occupational Survey* needs to validate the definition of “Manufacturing Technician.” Currently, the Bureau of Labor and Statistics does not include a manufacturing technician occupational description. Therefore, to adequately project the skilled trades workforce needs within Virginia, the following draft manufacturing technician occupation description needs to be validated by the *Skilled Trades Occupational Survey*:

Manufacturing Technician – A manufacturing technician usually works as part of a team with technical and production related professionals, including interaction with researchers, production engineers and designers.

Requirements for manufacturing technicians vary based on the type of project or process that is being staffed. Typical skills sets include: setup and operate computer controlled equipment; precision measurement; use of manual and powered hand tools to make mechanical, hydraulic, pneumatic and electrical adjustments and repairs; process and machine trouble-shooting; and, process quality control using statistical tools. Most manufacturing technician positions require the equivalent of or at least a two-year associate’s degree in a biotechnical field, science, engineering or other related field.

A background in CAD, computer assisted drafting, an ability to use computers to solve complex problems as well as strong mathematical skills are often required of manufacturing technicians. Because the occupation involves actual troubleshooting, repair and maintenance of large and small equipment a background in mechanical repair or design, electrical training or other related experience may be required.

The intent is for the validated manufacturing technician occupational description to capture jobs that do not meet the generally accepted traditional definition of “skilled trades” (and associated transferable apprenticeship), but are equally valuable to the manufacturing enterprise, require education and training beyond the high school level, and, therefore, meet the definition of “skilled trades.” For example, employees involved with production machinery have been historically classified as “machine operators” based upon the nature of traditional production machinery. However, in today's manufacturing environment, “machine operators” may be controlling multi-million dollar sophisticated production equipment involving the use of robotics, complex controls, several integrated production processes in the same piece of equipment, and other highly advanced mechanical technology. Based upon the breadth of knowledge required to manage and troubleshoot such equipment, a "manufacturing technician" is a more accurate occupational title than “machine operator.” It also appropriately captures the growing “multi-craft” occupations.

II. STATEMENT OF NEEDS:

The focus of this Request for Proposals is to fund a qualified contractor or contractors to conduct the *Skilled Trades Occupational Survey*. Conducting the *Skilled Trades Occupational Survey* will consist of four deliverables.

DELIVERABLES:

A. Detailed Project Plan (April 2007)

The plan must provide the steps necessary to complete all four deliverables. Required resources must be clearly delineated. The plan schedule must ensure the timely completion of all deliverables. The overall process should include the following: (1) Establish team to create and validate survey instrument, (2) Distribute survey (online and via US mail) and promote to manufacturing firms, (3) Conduct case study interviews to validate survey results, and (4) Have team validate survey results.

B. Conduct the Survey (April –May, 2007)

Survey Instrument - The survey instrument development process must include collaboration with VMA to specify key concepts, dimensions and information needs that the instrument needs to address; and, to determine the sampling strategy. At a minimum, the survey instrument and sampling strategy must produce the following results: (1) 3-year projection for skilled trades workforce needs by occupation and region in Virginia, and (2) a valid definition for “manufacturing technician.” There are 6,100 manufacturing firms located in Virginia.

Survey Method(s) and Design - The proposed survey method(s) and design must demonstrate efficiency, effectiveness and cost-effectiveness. At a minimum, the survey must be distributed online and via US mail. The method(s) and design proposed must be valid and reliable.

Database - The survey results must be provided to the VMA in electronic database. All data received from the survey shall be the property of the VMA and not retained in the contractor’s private data/information system after project completion. Any software developed, using contract funds, to conduct the survey shall become the property of the VMA and may not be vended by the contractor.

C. Validate Survey Results (April, 2007)

Case Studies – To validate the survey results for a subset of skilled trades occupations by market, face-to-face interviews (five) with manufacturing contractor firms must be conducted. The following markets and occupations shall be used, at a minimum, for the case studies: Richmond market - machinists; and, Hampton Roads market - welders.

D. Comprehensive Skilled Trades Occupational Gap Analysis Report (6-1-07 draft report; 6-15-07 final report)

Develop comprehensive skilled trades occupational gap analysis report to include:

- a) Demand for skilled trades occupations in three years by region.
- b) Impact of trends, such as retirements, on skilled trades occupations.
- c) Validation of “Manufacturing Technician” definition.
- d) Projected employment gaps in skilled trades occupations.
- e) Recommendations to provide actionable suggestions to meet Virginia manufacturing firms’ future skilled trades occupational needs.

The report shall consider the results from the 2006 Virginia Skilled Trades Program Training and Development Inventory conducted by the VMA (for more information, please visit the VMA website: www.vamanufacturers.com/). The report must be made available in print and electronic formats and suitable for posting on the Internet. In addition, the report must include an appendix that includes all relevant data sources.

III. BACKGROUND:

The VMA was founded in 1922 and serves as the central resource for legislative, regulatory and business resources for Virginia manufacturers. The VMA initiated the formation of an ad-hoc group – the Manufacturing Advisory Council – to aid the Secretary of Commerce & Trade (SOCT) in developing a “roadmap” for assisting the industry in establishing joint goals with the Executive Branch. The Skilled Trades Workforce Development Committee of the Manufacturing Advisory Council initially proposed this project in December 2005 to the SOCT, VEC and the Virginia Workforce Council. The VMA is a sub-recipient of Workforce Investment Act funds and a provider of services. The program has a few overarching goals:

- A. Within the next 5 years implement the structural enablers that will allow Virginia to be one of the best locations in the US to manufacture products and headquarter technology-intensive manufacturing businesses.
- B. Focus attention on the highest priorities that state and local government can affect in cooperation with manufacturing.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

NOTE: *SPECIAL REQUIREMENT*****

Offeror is required to submit a Letter of Intent by March 15, 2007 via email to: fpeters@vamanufacturers.com.

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered by VMA for selection, Offerors must submit a complete response to this RFP to VMA. Incomplete responses will be returned without further consideration. All proposals will be directed through VMA in accordance with the following:

- a. One original copy of each proposal must be submitted to VMA at the address shown on the RFP cover page. This includes signed cover page, acknowledgement of all addendums (if any). **This is a Mandatory Requirement.**
- b. One electronic copy of each proposal must be submitted to Forrest Peters at fpeters@vamanufacturers.com.

Summary of Required Pages/File(s) You Must Submit:

1. Cover Page
 2. Letter of Intent – Due to VMA, via email, no later than March 15, 2007
 3. Project Executive Summary File
 4. Project Narrative File
 5. Budget Information File
 6. Commitment Letters and Contributing to Cost Share File (if applicable)
 7. Biographical Sketch File
- c. File format must be MS Word, Access, Excel and/or PDF. **This is a Mandatory Requirement.**
 - d. No requests for an extension will be granted.

2. Proposal Preparation:

- a. **An authorized representative of the Offeror shall sign proposals.** Failure to submit all information requested by the deadline may result in VMA rejecting the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Responses to more than one category (if applicable) must be prepared and submitted as independent proposals, using same RFP Number.
- c. Proposals should be prepared simply and provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness and clarity of content. For completed technical proposal:
 1. Keep file sizes to a minimum (less than 2 MB)
 2. Tables and charts should take minimal file space
 3. Large graphics and scanned documents take excessive file space and contribute to a much slower connection speed; **therefore, these are highly discouraged.**
- d. Proposals must be organized in the order in which the requirements are presented in this RFP.

- e. Ownership of all data, materials and documentation originated and prepared for the VMA pursuant to the RFP shall belong exclusively to the VMA. 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 Section 2.2-4317F of the *Code of Virginia*, in writing. The use and disclosure of such data may be restricted provided the Offeror marks the cover sheet of the application with the following legend, specifying the pages of the application which are to be restricted in accordance with the conditions of the legend.

“The data contained in pages ___ of this proposal have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this proposal receives an award as a result of or in connection with the submission of this application, VMA shall have the right to use or disclose the data herein to the extent provided in the award. This restriction does not limit the government’s right to use or disclose data obtained without restriction from any source, including the Offeror”.

- B. **SPECIFIC PROPOSAL REQUIREMENTS:** Proposals that request funding above the specified funding limit will not be considered.

Offerors are required to submit the following items as a complete proposal.

DO NOT EXCEED PAGE LIMITATIONS.

ORDER OF APPLICATION:

1. The RFP **Cover Sheet** and all addenda acknowledgments, if any, signed and filled out as required.
2. **Project Executive Summary (2 page maximum)**
3. **Project Narrative (5 page maximum)**
4. **Budget Information File**
You must provide a separate budget for the total project period.
5. **Commitment Letters (if applicable)**

If a third party (i.e., a party other than the organization submitting the application) proposes to provide all or part of the required cost sharing, the applicant must include a letter from the third party stating that it is committed to providing a specific minimum dollar amount of cost sharing, and should identify the proposed cost sharing (e.g., cash, service, and/or property) to be contributed. Letters must be signed by the person authorized to commit the expenditure of funds by the entity.

6. **Biographical Sketch File**

Provide a biographical sketch for each key person proposed. A key person is any individual who contributes in a substantive, measurable way to the execution of the project.

The information for each person must not exceed 2 pages, using same format as outlined in Program Narrative.

V. **EVALUATION AND AWARD CRITERIA:**

A. **EVALUATION CRITERIA:** VMA will receive and review proposals for accuracy and completeness only. VMA will forward only those proposals it judges to be complete and accurate to the Skilled Trades Working Group for evaluation. Proposals found to be in compliance will undergo a merit review process by a panel comprised of members representing the Skilled Trades Working Group.

B. **AWARD OF CONTRACT:** Selection shall be made by the Skilled Trades Working Group from the projects submitted by the VMA.

Accordingly, VMA may select to award all, none, or any part of a proposal, based on its decision as to which meritorious proposals best achieve the program objectives set forth in the Solicitation.

VI. **REPORTING AND DELIVERY REQUIREMENTS:**

A. The Contractor under any sub-grant agreement shall provide quarterly reports to the VMA project manager on or before the dates specified in the contract. The financial information reported shall accurately reflect the expenditures, by funding source, incurred during the quarter being reported on.

B. The Contractor will be required to provide a final report to the VMA project manager to include at a minimum a summary of project accomplishments and total project expenditures including in-kind and matching funding sources.

VII. **REQUIRED GENERAL TERMS AND CONDITIONS:**

A. **VENDORS MANUAL:** This solicitation may be 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.dgs.state.va.us/dps under "Manuals."

- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The VMA and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the VMA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

- D. **ETHICS IN CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals, Offerors 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.
- F. **DEBARMENT STATUS:** By submitting their proposals, Offerors 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.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the VMA 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 VMA under said contract.
- H. **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.

I. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 60 days will be regarded as requiring payment 60 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 60 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the VMA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the VMA of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. **Subcontractors will not be accepted in this request for proposal.**

- J. **PRECEDENCE OF TERMS:** The following General Terms and Conditions **APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST 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.

- K. **QUALIFICATIONS OF OFFERORS:** The VMA 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 VMA all such information and data for this purpose as may be requested. The VMA reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The VMA further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the VMA 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.
- L. **TESTING AND INSPECTION:** The VMA reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the VMA.
- N. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the 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.
 2. The VMA 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. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the VMA a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the VMA's right to audit the contractor's records and/or to determine the correct number of units independently; or

- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the VMA with all vouchers and records of expenses incurred and savings realized. The VMA 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 VMA within thirty (30) days from the date of receipt of the written order from the VMA. 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. 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 VMA or with the performance of the contract generally.

- O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VMA, 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 VMA may have.

- P. **TAXES:** All taxes associated with this contract are the exclusive responsibility of the contractor.

- Q. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal 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 VMA 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 non-responsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- R. **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.
- S. **INSURANCE:** By signing and submitting a proposal under this solicitation, Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. The bidder or Offeror further certifies that the contractor will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the VMA of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The VMA must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverages are required when soliciting those services as follows:

- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the VMA will publicly post such notice on its web site (www.vamanufacturers.com).
- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace

and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- V. **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.

VIII. **SPECIAL TERMS AND CONDITIONS:**

- A. **AUDITS:** The contractor shall retain all books, records, and other documents such as time sheets and copies of invoices on all expenditures pertaining to the sub-grant agreement for five years after final payment, or until audited by the VMA, whichever is sooner. The VMA, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period. The contractor shall provide VMA with a copy of any and all audit reports covering the activities under the sub-grant, which shall be consistent with the audit requirements in the Workforce Investment Act.
- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the VMA shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of the sub-grant agreement.
- C. **AWARD OF CONTRACT:** The award will be made in accordance with the provisions of this RFP.
- D. **CANCELLATION OF CONTRACT:** Any failure by a party to perform any obligation under any resulting agreement shall constitute a breach of the sub-grant agreement. Upon breach of the agreement by a party, the other party may, at its option, declare its intention to terminate the agreement unless the party breaching the agreement cures the breach. Such declaration shall be in writing to the party in breach stating the intention to terminate, the reason(s) therefore and the action necessary to cure the breach. Upon receipt

of the notice of intention to terminate, the party in breach shall have 60 days to take curative action and avoid termination.

- E. **COMPLIANCE WITH BUY AMERICAN ACT:** In accepting an award, the Offeror agrees to comply with sections 2 through 4 of the Act of March 3, 1933 (41 U.S.C. 10a – 10c, popularly known as the “Buy American Act”). The Offeror should review the provisions of the Act to ensure that expenditures made under this award are in accordance with it.
- F. **INDEMNIFICATION:** Offeror agrees to indemnify, defend, and hold harmless the Virginia Manufacturers Association, 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 the use of any services of any kind or nature furnished by the Offeror, providing that such liability is not attributable to the sole negligence of VMA or to failure of VMA to use the materials, goods, or equipment in the manner already and permanently described by the Offeror on the materials, goods, or equipment delivered.
- G. **LOBBYING RESTRICTIONS:** The Offeror agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional or State action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.
- H. **PRIME CONTRACTOR RESPONSIBILITIES:** The Offeror shall be responsible for completely supervising and directing the work under the contract agreement and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under the contract agreement shall be responsible to the Offeror as prime contractor. The Offeror 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.
- I. **CONTRACT EXTENSIONS:** Contract extensions will be available only under conditions where extenuating circumstances result in inability to adequately complete the original Scope of Work by the established completion date. No additional funds will be awarded for extensions required to complete original Scope of Work. Duration of extension must be fully justified and is subject to review by the VMA. Recipient must submit a written request for extension to the VMA and include justification, along with an expenditure plan for the remaining funds 60-days prior to the originally established completion date.

- IX. **METHOD OF PAYMENT:** Upon receipt and approval of invoices with proper documentation submitted no more frequently than once monthly, VMA will reimburse Contractor for eligible expenses as provided for in an approved budget contained in the sub-grant agreement or as otherwise pre-approved in writing by VMA. Documentation of expenditures must be submitted with each invoice. Acceptable back-up documentation for expenditures includes, but is not limited to invoices, cancelled checks, time sheets, or other documentation subject to approval by VMA.

Disclosure Statement

The Virginia Manufacturers Association does 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.