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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to award one contract to provide community outreach and engagement, research, resource development, and training, and one contract to provide marketing and public awareness to advance the Virginia Department of Social Services' (VDSS) Strengthening Families Initiative (SFI).

Eligible Offerors include state agencies, universities, private firms, and non-profit entities. The contracts will be awarded for an eighteen-month period beginning February 1, 2012 and ending July 31, 2013.

VDSS will determine the proposals that are the most advantageous and present the Best Value to the Commonwealth and will award contracts to those Offerors. Given the scope of this RFP, awards will be made in two parts. Part I will include community outreach and engagement, research, resource development, and training. Part II will include marketing and public awareness. Offerors can submit proposals in response to one or both parts, as both will be evaluated independent of one another. If an Offeror is interested in providing services as described in both Part I and Part II, **separate proposals must be submitted** (see Section IV, Proposal Preparation and Submission Instructions for further information).

Definition: Best Value Acquisition (BVA): A process used to acquire goods and non-professional services in which best value concepts will be applied. The best value award is based on evaluation criteria as stated in the solicitation with consideration of price of the goods and nonprofessional services that offer the greatest benefit(s) in meeting the needs of the public body.

II. BACKGROUND

Over the past fifty years, social and cultural influences have led to drastic changes in the structure of the American family. For example, people are waiting longer to get married, more people are cohabitating, and marriage is no longer considered to be a prerequisite for parenthood. According to the U.S. Census Bureau, 41% of U.S. children are born to single mothers, while 1 out of every 3 children are raised in families without their biological fathers. In Virginia, the number of children living in single-parent families has increased from 12% in 1960 to approximately 36% today.

Individuals, children, and families thrive and succeed in a number of different family structures; however, research indicates that children who grow up in intact, two-parent families do better on a wide range of outcomes. In general, children who are raised by single parents are at greater risk of adverse outcomes such as dropping out of school, juvenile delinquency, and living in poverty. While growing up in a single-parent home is not the only indicator of these outcomes, family structure has a direct impact on the overall well-being of children.

Understanding the changing demographic characteristics of the American family and the people VDSS serves is critical for shaping social programs and policies. While a variety of different family structures have emerged, giving rise to a broad and ever-evolving definition of what constitutes a family, VDSS is thinking differently about how programs and services are delivered to clients in order to support the involvement of both parents and target the entire family.

As a result, VDSS is developing an approach to strengthening families at every point of client contact in order to ensure better outcomes for Virginia's citizens. The Strengthening Families Initiative (SFI) focuses on three goals: reducing non-marital births, connecting and reconnecting fathers with their children, and encouraging the formation and maintenance of safe, stable, intact, two-parent families. This initiative requires a fundamental shift regarding not only the ways in which VDSS delivers services to families, but also how VDSS works with other stakeholders and shares information with the general public.

Through the alignment of resources, policies, and processes and the implementation of specific strategies, VDSS hopes to achieve system change that improves the ways in which services are delivered across all areas at VDSS. These strategies include:

- Development of a practice model that sets forth standards of professional practice and serves as a values framework that defines relationships, guides thinking and decision-making, and structures beliefs about individuals, families and communities;
- Establishment of outcome measures, process measures, and benchmarks relevant to the work of VDSS and that align with the values outlined in the practice model;
- Evaluation and revision of policies and processes across all VDSS divisions and program areas for alignment with the goals of the initiative;
- Identification of opportunities to streamline and maximize VDSS' resources through performance-based contracting, reallocation of funds, and federal waivers;
- Development of strategic partnership with internal and external partners to garner support and engage various stakeholders through community outreach and engagement efforts;
- Delivery of training to VDSS, local department of social services staff, and stakeholders;
- Dissemination of research and information to stakeholders and the general public;
- Development, implementation, and support of a comprehensive, multimedia marketing campaign that provides ongoing outreach to stakeholder groups, the general public, targeted audiences, as well as state and local social services staff; and
- Development and implementation of best practices related to responsible fatherhood, parenting, and healthy marriage and relationships through local programming efforts.

Specific to this RFP, outreach and engagement efforts for this initiative have already begun with other state agencies, local departments of social services, the faith community, universities, non-profits and private organizations, business organizations, national foundations and the federal government - all of whom have expressed interest and commitment to helping VDSS advance this initiative. During June and July of 2011, VDSS hosted a series of four Community Leader Meetings that took place around the Commonwealth. The meetings targeted elected officials, business leaders, faith-based leaders, and community/civic organization representatives in order to share information and garner support for SFI across Virginia.

In addition, VDSS is in the process of awarding funds in order to support local programming efforts in communities across the state related to responsible fatherhood, healthy marriage and/or relationships, responsible parenting, and youth projects through a state grant. For information about SFI, please visit www.dss.virginia.gov/about/sfi.

Best practice research indicates that comprehensive community outreach and engagement, research, resource development, training, and marketing are effective strategies to achieve and sustain system-wide change. To strengthen Virginia's families, SFI must reach diverse audiences and bring together various stakeholders and constituencies whose support is critical to the initiative's success, especially those who can contribute valuable insight and access to critical family strengthening practices in local communities. The Contractor(s) will lead this work and will work closely with VDSS in order to ensure alignment with all aspects of the initiative.

III. STATEMENT OF NEEDS

PART I – COMMUNITY OUTREACH AND ENGAGEMENT, RESEARCH, RESOURCE DEVELOPMENT, AND TRAINING

The Contractor shall provide robust support related to community outreach and engagement, research, resource development, and training that supports the goals of the SFI. Offerors must demonstrate strong relationships and/or previous experience with major constituencies vital to the success of this initiative including major players in the fatherhood and marriage movements, the faith-based community, the business and philanthropic sectors, and community-based organizations. The Contractor must work closely with VDSS regarding outreach efforts, research, resource development, and training. The need for this work to align seamlessly with the direction of SFI is absolutely critical.

3.1 Community Outreach and Engagement

- 3.1.1 The Contractor shall form and oversee a statewide Advisory Panel to guide all aspects of community outreach and engagement for SFI. Panel members shall include prominent leaders in the community including members of the faith community, business community, and other

community organizations. VDSS, at its request, will have a seat on the Advisory Panel.

- 3.1.2 The Contractor shall solicit input from leaders in key sectors about the state of marriage and families in Virginia, what they think needs to be done, appropriate strategies to address it, who should be involved, and opportunities and obstacles that must be considered.
- 3.1.3 The Contractor shall develop preliminary action plans, specific to key sectors, that are based on Advisory Panel leaders' input and detail specific strategies to help advance SFI for each sector.
- 3.1.4 The Contractor shall convene a statewide Summit of major constituents at which information on the state of marriage, families, and parenting is presented, needs are identified, strategies involving various constituents are shared, and commitments are made to implement these strategies.
- 3.1.5 The Contractor shall provide follow-up support and technical assistance to Advisory Panel members and other key leaders that emerged during the Summit. The Contractor must provide continuing leadership, resources, and supports to mobilize members of the community to advance SFI beyond the scope of VDSS.
- 3.1.6 The Contractor shall take the lead in issuing VDSS' call-to-action to leaders in key sectors, laying out the need for statewide action to support families and the ways various parties can help in that effort and encouraging Virginians to commit to action.
- 3.1.7 The Contractor shall provide support, mentoring, and information dissemination to community, social and civic groups, the faith community, jails and prisons, and probations services about the benefits of marriage and two-parent families and good parenting practices. The Contractor must provide organizations with assistance in learning ways to involve more men and fathers in programs that encourage, train and support them to be involved with their children.
- 3.1.8 The Contractor shall provide support, mentoring, and information dissemination to community, social and civic groups, and the faith community that have contact with single mothers on the importance of father involvement and mothers' roles in determining whether it occurs.
- 3.1.9 The Contractor shall provide support, mentoring, and information dissemination to community, social and civic groups, and the faith community to involve parents in programs that encourage and equip them to prepare their children for healthy relationships and learn about the importance of marriage.

- 3.1.10 The Contractor shall provide support, mentoring, and information dissemination to youth-serving agencies and programs, the faith community, and other community organizations regarding program development for children and youth that focuses on relationship skills education, the value of marriage and healthy relationships, and responsible decision-making.
- 3.1.11 The Contractor shall encourage community, social and civic groups, and the faith community to celebrate marriage, healthy relationships, and co-parenting within the context of their own programs and organizational structure. The Contractor shall support and mentor organizations to integrate premarital counseling and relationship skills education whenever possible.

3.2 Research

- 3.2.1 The Contractor shall conduct comprehensive research concerning the condition of families, children, marriage and parenting in Virginia, along with information on these topics that communicate why they are important, how they benefit individuals and society, and what can be done to strengthen them.
- 3.2.2 The Contractor shall conduct a survey of a representative sample of Virginians regarding their attitudes, beliefs, values, and expectations on topics relating to families, children, parenting and marriage, and their opinions on the need for SFI.
- 3.2.3 The Contractor shall ensure individual privacy while enabling data integration and shall remain in compliance with federal and state-level privacy requirements.

3.3 Resource Development

- 3.3.1 The Contractor shall design and develop a “Virginia Marriage Index” tool for VDSS. This tool should be similar to the national *Marriage Index* published by the National Center on African American Marriages and Parenting and the Institute for American Values; however, it must reflect specific information related to Virginia and must capture key indicators of relationship health in ways that facilitate comparisons over time, across population groups and geographic regions, as well as with national data.
- 3.3.2 The Contractor shall research, develop, and publish a “Virginia Family Facts” publication booklet for VDSS. This booklet should be similar to the *Father Facts* book issued by the National Fatherhood Initiative; however, it must reflect specific information related to Virginia and must capture key indicators on children, fatherhood, parenting, marriage and relationships, and the state of families.

- 3.3.3 The Contractor shall provide VDSS with drafts of the “Virginia Marriage Index” tool and the “Virginia Family Facts” publication as both resources are being developed in order to ensure alignment with SFI.
- 3.3.4 The Contractor shall work with VDSS staff to widely publicize the release of the “Virginia Marriage Index” tool and “Virginia Family Facts” publication in conjunction with the marketing campaign and other educational outreach mechanisms.

3.4 Training

- 3.4.1 The Contractor shall conduct a series of training sessions for state and local social services staff. Sessions will take place regionally and will be planned and conducted in conjunction with VDSS staff. Topics should include the value of marriage and healthy relationships, the importance of good parenting practices and fatherhood involvement, aspects of relationship skills education, linkages between family structure and domestic violence and child abuse and neglect, best practice strategies in local communities, and research findings related to the deliverables outlined in 3.3.1 – 3.3.4. This includes curriculum development, which shall become the property of VDSS for future training purposes, and training delivery.
- 3.4.2 The Contractor shall conduct training for members of the statewide Advisory Panel as a basis for their role in community outreach and engagement in order to advance SFI.

Part II – MARKETING AND PUBLIC AWARENESS

The Contractor shall provide robust support related to development, production, and implementation of a comprehensive marketing campaign in order to support the goals of the SFI. Marketing and public awareness strategies must address aspects of responsible fatherhood, positive parenting, and healthy marriage and relationships.

The selected Contractor will collaborate with VDSS staff to create an integrated marketing and public awareness campaign that may include, but is not limited to:

- Television
- Radio
- Print
- Viral/mobile/social media campaigns
- Strategic partnerships and sponsorships
- Grassroots efforts/ street marketing activities
- Online advertising/website development
- Outdoor and cinema advertising

Due to the scope of this initiative, the Contractor must work closely with VDSS to review materials already developed by VDSS in order to develop a plan for branding and positioning. The need for the marketing materials to align seamlessly with the direction of the initiative is absolutely critical.

The Contractor must assess the desired outcomes to determine an appropriate strategy to effectively reach targeted audiences throughout the state. The Contractor must have adequate staffing capacity to quickly and effectively develop a plan and launch the campaign as the process shall begin immediately upon award of the contract.

3.5 Research and Evaluation

- 3.5.1 The Contractor shall conduct comprehensive research and analysis to explore population demographics and conduct market segmentation in order to develop targeted messages that reach specific population groups.
- 3.5.2 The Contractor shall conduct an evaluation process at least every six months specific to market segmentation to ensure that the target populations are still viable to reach.

3.6 Marketing Campaign

- 3.6.1 The Contractor shall develop and execute a comprehensive statewide public advertising campaign to advance SFI.
- 3.6.2 The Contractor shall be responsible for the production of marketing ideas, the development and execution of finished advertising deliverables, including outreach materials and the purchasing of media to place advertisements in various medium outlets. Media outreach might include but is not limited to television, radio, print, viral/mobile/social media campaigns, strategic partnerships and sponsorships, grassroots efforts/street marketing activities, online advertising/website development, and outdoor and cinema advertising. The marketing campaign should include a series of advertisements featuring creative concepts and messages to the various audiences. The Contractor shall ensure all concepts are original and that no copyright laws are violated.
- 3.6.3 The Contractors must be able to understand the trends and culture of target audiences and incorporate that information into the development of the campaign.
- 3.6.4 The Contractor shall conduct test messages with test groups made up of various stakeholders.
- 3.6.5 The Contractor shall develop a branding concept for VDSS' SFI.

- 3.6.6 The Contractor shall develop promotional materials in electronic format that can be used by VDSS and local departments of social services staff to provide outreach within their own communities.
- 3.6.7 The Contractor shall develop social marketing strategies for VDSS to provide outreach through mechanisms such as Facebook, Twitter, etc.
- 3.6.8 The Contractor shall be responsible for developing a website for VDSS' SFI which, for the life of the contract, will include content management, interactive media development, website metrics analysis, and strategic planning. At the end of the 18-month contract period, the Contractor shall transfer any and all rights for development and maintenance of the website to VDSS, at no additional costs to VDSS.
- 3.6.9 The Contractor shall be responsible for all interactive media planning, purchasing, and placement related to the SFI campaign.
- 3.6.10 The Contractor shall be responsible for procuring copyrights to music tracks, photos, sound effects and/or other licensed creative material. The Contractor is to disclose sources of music/SFX libraries and copyright terms, conditions and agreements in advance. Also, the Contractor must supply VDSS with full-color electronic comps of any advertisements, billboards or printed pieces produced, as well as post-production dubs of any broadcast spots for VDSS purposes.
- 3.6.11 The Contractor shall discuss overall campaign direction and interconnectedness with SFI with VDSS staff regularly. The Contractor must coordinate and cooperate with VDSS to ensure an efficient and coordinated effort in delivery of all services in furtherance of SFI goals.
- 3.6.12 The Contractor shall submit to VDSS all marketing content, copy, promotional materials, advertisements, signage, or other collateral materials for approval prior to publication or use.
- 3.6.13 Whenever possible, the Contractor must utilize electronic file portability and request that any sub-contractors follow similar protocols.

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. Offerors can choose to respond to Part I or to Part II, or to both Part I and Part II. If Offerors are interested in providing services as described in both Part I and Part II, **separate proposals** must be submitted for each, and must be sent or hand delivered in separate packages.

Proposals must be submitted in the form of **one (1) original and three (3) copies. The original shall be so marked. In addition, Offerors must submit two (2) complete proposals on unprotected CDs and, if the proposal contains proprietary information, two (2) proposals with proprietary information removed on unprotected CDs. The CD(s) must be labeled with the RFP number and the name of the Offeror and identify whether the CD does or does not contain proprietary information.** No other distribution of the proposal shall be made by the Offeror.

2. 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 VDSS 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.

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. 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 RFP Section III, Statement of Needs. If a response covers more than one (1) 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 included in that single volume. All pages of the proposal should be numbered.

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. The written notice must specifically identify the data or materials to be protected and state 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. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. 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. VDSS will schedule the time and location of these presentations. Oral presentations are an option of VDSS and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

1. Identification of proposal envelope/package: Offerors submitting a proposal must send or hand deliver its proposal (as stated in Section IV, Proposal Preparation and Submission Instructions, Subsection A, General Instructions, Item 1, RFP Response) to:

Virginia Department of Social Services
Attn: Sharon Vaughan
801 East Main Street, 14th floor
Richmond, Virginia 23219-2901

All envelopes/packages must be sealed. The following information must be included in the return address and identified as follows:

From: _____	<u>December 5, 2012</u>	<u>4:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>ADM-12-026</u>	
Street or Box Number	RFP Number	
_____	<u>Advancing Strengthening Families Initiative</u>	
City, State, Zip Code	RFP Title	

Name of Offeror Contact Person & Phone Number _____

All envelopes/packages must be prominently marked:

DO NOT OPEN: SEALED PROPOSAL
Advancing the Strengthening Families Initiative

No other correspondence or other bids/proposals should be placed in the envelope.

Copies of this Request for Proposals, including the necessary forms and instructions, may be downloaded from the DGS/DPS eVA web site www.eva.virginia.gov.

2. Proposals should be typewritten on 8 ½” by 11” white paper, in type no smaller than 12 characters per inch. A standard font such as Arial or Times New Roman is preferred.
3. Proposals should be as thorough and detailed as possible so that VDSS may properly evaluate capabilities to provide the required services. The Offeror is required to submit a full and direct response to Part I – Community Outreach and Engagement, Research, Resource Development, and Training or to Part II – Marketing and Public Awareness and to each applicable numbered section of Section III (see Section IV, Proposal Preparation and Submission Instructions, Subsection A, General Instructions, Item 1 above if proposals are to be submitted to both Part I and Part II).

Describe the approach to be taken to accomplish each task, addressing directly the specified requirements in the RFP. Offerors are required to submit the following items as a complete proposal:

- a. Completed form, indicating Part I or Part II for which the proposal responds (Attachment A);
- b. A completed, signed, RFP Cover Sheet (Page One);
- c. A completed State Corporation Form (Attachment B);
- d. An Offeror’s Data Sheet (References; Attachment C);
- e. A signed Pricing Schedule indicating total project cost (Attachment D);

- f. A completed W-9 Form (Attachment E);
- g. A completed Small Business Subcontracting Plan (Attachment F);
- h. A complete and detailed line-item Budget (total project cost to be indicated on Attachment D);
- i. A detailed Project Work/Activities Plan and Timeline; and
- j. Additional submissions

For Part I, Community Outreach and Engagement, Research, Resource Development, and Training, Offerors are required to submit the following, in addition to items a-i above:

Part I – Community Outreach and Engagement, Research, Resource Development, and Training

- Describe how you plan to form and oversee the Advisory Panel.
- Describe how you plan to engage members of the community, from various stakeholder groups, in this effort.
- Propose how you plan to accomplish soliciting input from leaders in key sectors of the community about the state of marriage and family and how you will develop preliminary sector action plans with key leaders.
- Propose how you will provide support, mentoring, and information dissemination to various stakeholder groups as identified in the Statement of Needs. Describe the types of information you plan to share.
- Describe how you will support VDSS in issuing a call-to-action to leaders in key sectors.
- Describe how you plan to conduct comprehensive research related to marriage, relationships, fatherhood, and parenting.
- Describe how you plan to conduct a survey of a representative sample of Virginians related to families, parenting, marriage, and relationships.
- Propose how you will research, develop and publicize the “Virginia Marriage Index” tool.
- Describe how you will research, develop, and publicize the “Virginia Family Facts” publication booklet.

- Describe the training that will be used to provide information and skills to VDSS and local department of social services staff.
- Describe the Offeror's experience in community outreach and engagement efforts; describe the Offeror's experience in planning and holding large summits or events, and; describe the Offeror's experience in training other stakeholders on topics related to healthy marriage and relationships, responsible fatherhood, and parenting practices. Describe your relationships and/or previous experience with major constituents.
- Describe the experience and qualifications of staff assigned to the project that will be performing the work, to include their experience in community outreach and engagement efforts; their experience in event planning, and; their experience in training on topics related to healthy marriage and relationships, responsible fatherhood, and parenting practices. Provide resumes of key staff.

For Part II, Marketing and Public Awareness, Offerors are required to submit the following, in addition to items a-i above:

Part II - Marketing and Public Awareness

- Describe the research and analysis methods you plan to use to explore population demographics and to conduct market segmentation to develop target messages for specific populations.
- Describe how you will evaluate whether target populations are viable.
- Discuss the components for your plan for VDSS' SFI marketing campaign. Include any innovative ideas you believe will enhance the overall effectiveness of the campaign.
- Describe the process you use to create and present concepts, obtain feedback and finalize the concepts.
- Describe the methods with which you identify and test messages.
- Describe the anticipated reach, frequency, and impact of the campaign. Discuss your media buying capacity and ability to leverage buying power.
- Describe components of the website for VDSS' SFI.
- Describe the Offeror's experience in conducting a statewide campaign using a variety of mediums. Describe the Offeror's experience creating and producing marketing materials and campaigns for an issue or cause

(as opposed to a product). Present information about the types of campaigns, similar in scope to requirements listed in this RFP, which the Offeror has developed; present information about the mediums used in these campaigns.

- Describe the experience and qualifications of staff assigned to the project that will be performing the work, to include their experience in statewide campaigns, various mediums, and creating and producing marketing materials. Provide resumes of key staff.

V. EVALUATION AND AWARD CRITERIA

To be considered, proposals must first meet the stated objectives of the RFP as specified in Section III, Statement of Needs. In addition, proposals must meet general and specific requirements outlined in this RFP.

EVALUATION CRITERIA: Proposals will be evaluated by a panel of individuals using the criteria listed below.

A. Proposals will be evaluated using the Best Value Acquisition (BVA) procedure. Using the BVA methodology the evaluation will be adjectival and rated according to the following descriptions for Criteria 1 through 3 below:

RATING	DESCRIPTION
Exceptional	Exceeds requirements and demonstrates an exceptional understanding of goals and objectives. One or more major strengths exist. No significant weaknesses exist.
Acceptable	Demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses, however strengths outweigh the weaknesses.
Marginal	Demonstrates a fair understanding of the goals and objectives of the procurement. Weaknesses have been found that out-balance any strengths that exist. Weaknesses will be difficult to correct.
Unacceptable	Fails to meet an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses that will be very difficult to correct or are not correctable.

The following non-weighted Criteria will be used in the review:

1. Specific Plans and Methodology to be Used to Provide Services
2. Offeror's Experience/Qualifications and Demonstrated Knowledge of the Requirements stipulated in the RFP

- 3. Experience/Qualifications and Demonstrated Knowledge of the Staff assigned to perform the work
- 4. Participation of Small, Women-Owned, and Minority-Owned Businesses

For evaluating Criteria 4 above, the evaluation will be adjectival and rated according to the following descriptions:

RATING	DESCRIPTION
Exceptional	Offeror is a small firm, certified as such through the Virginia Dept. of Minority Business Enterprise.
Acceptable	The Offeror demonstrates an acceptable understanding of goals and objectives of the procurement.
Marginal	The Offeror demonstrates a fair understanding of the goals and objectives of the procurement.
Unacceptable	The Offeror fails to meet an understanding of the goals and objectives of the procurement.

B. BEST VALUE AWARDS: Selection shall be made of Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offerors whose proposals represent the most advantageous and best offer. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VDSS shall select the Offerors, in its opinion, that have the best proposals, and shall award contracts to those Offerors. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS

- A. After award, the contract will be transferred from the VDSS Contract Officer, Sharon Vaughan, to the Contract Administrator, Office of the Commissioner, Virginia Department of Social Services, 801 East Main Street, Richmond, Virginia 23219 for contract administration. The Contractor shall submit all reports and deliverables identified in the RFP to the Contract Administrator in accordance with established time frames.
- B. The Contractor shall produce the following reports of activities and services:

Contractors shall submit:

1. Monthly reports, detailing the progress made as compared to the completed project work/activities plan and timeline submitted with the proposal, shall be submitted to VDSS, along with the monthly invoice, within 10 business days after the end of each month. Monthly reports shall also include: a project narrative, statistical report, and copies of any materials/documents developed under the contract. The Contractor shall also identify: any gaps in services or barriers to the progress of the project, any deviations from the work plan, any changes in staffing, and any particularly successful or unsuccessful project activity or component.
2. Monthly small business subcontracting reports shall be submitted to the VDSS Procurement Office within 10 calendar days following the end of each month. The small business subcontracting report shall be in a format consistent with Attachment F, shall indicate the monthly spend with each subcontractor, and shall reflect cumulative dollar amounts.
3. A written report shall be submitted within two (2) business days indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by VDSS and the Contractor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.
4. Additional reports shall be provided that VDSS may request by written notice to the Contractor.
5. Survey forms (or copies) shall be made available to VDSS upon request.

VII. PRE-PROPOSAL CONFERENCE

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held November 9, 2011, at 10:00 A.M. at the Tuckahoe Public Library, 1901 Starling Drive, Henrico, VA 23229-4564.

The purpose of this conference is to allow potential Offerors an opportunity to present questions and receive clarification on any section of this solicitation. Questions need not be in writing. After the pre-proposal conference, however, all additional questions must be submitted in writing to Sharon Vaughan at sharon.vaughan@dss.virginia.gov or to her attention at 801 E. Main Street, Richmond, VA 23219, for receipt no later than 4:00 p.m., November 30, 2011.

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 pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. The attendance roster will be collected at 10:15 A.M. on the date of the conference - no additional signatures on the roster will be allowed after this time.

Bring a copy of the RFP with you. Any changes resulting from this conference will be issued in a written addendum to the Request for Proposals and posted on the eVA website.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov, Purchasing, 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 agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their 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 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their 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 Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the

particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:**

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.

I. **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.

J. **PAYMENT:**

1. **To Prime Contractor:**

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

settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. **QUALIFICATIONS OF 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.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the 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 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. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the

changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the 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 offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

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

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

- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's

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

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

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

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

Note: The eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION clause does not apply to governmental entities.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. **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

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **ADVERTISING:** No indication of sales or services for supplies, equipment, or services to the Purchasing Agency are to be used in product literature or advertising. The Contractor shall not state in any of its advertising that the Commonwealth of Virginia, any agency or institution of the Commonwealth, or any participating government entity has purchased or uses its products or services.
- C. **CANCELLATION OF CONTRACT:** The Purchasing Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract shall be terminated by either party, without penalty, after the initial 12 months of the contract period upon sixty (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 all services agreed to prior to the effective date of cancellation.
- D. **CONTRACTOR AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Purchasing Agency. The contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.

- E. **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 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.
- F. **CONTRACTOR PERFORMANCE:** The Purchasing Agency may monitor and evaluate the contractor's performance under the contract through analysis of required reports, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Purchasing Agency.
- G. **EQUIPMENT:** Equipment purchased under the terms of this contract shall be limited to equipment indicated in the contractor's approved or accepted budget or cost proposal. Equipment purchased under this contract shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.
- H. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for the Purchasing Agency pursuant to the RFP shall belong exclusively to the Purchasing Agency and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror or contractor shall not be subject to public disclosure under the *Virginia Freedom of Information Act*, however, the Offeror or contractor must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, other documents, concepts, or work products prepared and/or delivered by the contractor in the performance of its obligations under this contract shall be the exclusive property

of the Purchasing Agency and all such materials shall be remitted to the Purchasing Agency upon completion, termination or cancellation of this contract.

In addition, the contractor shall not use any elements of the Purchasing Agency's campaign for its own public relations, marketing or publicity purposes.

- I. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Purchasing Agency. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Purchasing Agency to evidence the Purchasing Agency's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- J. **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.
- K. **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 sub-contractors. The contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractors and shall assure compliance with all requirements of the contract.
- L. **BEST VALUE AWARD(S):** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offerors whose proposals represent the most advantageous and best offer. Awards may be made to a reasonably ranked DMBE-certified small business offeror that is other than the highest ranking offeror. Awards will be made on a best value basis to the Offerors which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's offer as negotiated.

M. 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.

N. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order.

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

b. For orders issued August 16, 2006 thru July 1, 2011, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

d. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice

date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The EVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

Note: The eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS clause does not apply to governmental entities.

O. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

A. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

B. 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 on a monthly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the

contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

C. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

X. METHOD OF PAYMENT

COMPENSATION to the Contractor for delivered services shall be as follows:

- A. The Contractor shall submit an invoice, with any required supporting documentation and any required reports to the VDSS Contract Administrator within 10 business days following the month in which the performance occurred.
- B. The Contractor will be paid monthly at the specified contractual rates and according to the approved Budget and signed Pricing Schedule.
- C. The final two (2) monthly payments under the contract may be held in abeyance until all provisions and deliverables have been completed to the satisfaction of VDSS.