

UNSEALED REQUEST FOR PROPOSALS

ISSUE DATE: February 13, 2009

URFP No. CVS-09-043

TITLE: Family & Children’s Trust Fund Social Indicators Project – *Set Aside for Small Businesses*

COMMODITY CODE: 91867

ISSUING AGENCY: Commonwealth of Virginia
Family & Children’s Trust Fund (FACT)
Department of Social Services
7 North Eighth Street
Richmond VA 23219-3301

LOCATION: Statewide

CONTRACT PERIOD: May 1, 2009-June 30, 2010

PROPOSALS WILL BE RECEIVED UNTIL 5:00 P.M. March 17, 2009 for furnishing the goods and services described herein. Proposals received after the deadline will be returned without consideration. Send or hand-deliver all proposals directly to the issuing agency shown above, Attn: Fran Inge. In addition, offerors shall e-mail their proposals to Fran Inge at the e-mail address below (*See Section IV contained herein*):

ALL INQUIRIES SHOULD BE DIRECTED TO:
Fran Inge, FACT Executive Director
Phone: (804) 726-7604
E-mail: fran.inge@dss.virginia.gov

This solicitation is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions, the DGS/DPS Vendors Manual, and special terms and conditions as attached.

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

NAME AND ADDRESS OF ORGANIZATION:

_____ Date: _____
_____ By: _____
_____ (Signature In Ink)
_____ Name: _____
_____ (Please Print)
Telephone # _____ Title: _____
Facsimile # _____ E-Mail: _____

Optional Pre-proposal Conference: An optional pre-proposal conference will be held February 26 at 9:30 A.M. at the Department of Social Services 7 North Eighth Street, Richmond VA 23219 in Vault Level Conference Room A. Refer to §IV, Optional Pre-Proposal Conference. Offerors wishing to participate by teleconference may do so by sending an e-mail to Fran Inge fran.inge@dss.virginia.gov and provide your organization’s name and the names of those participating by teleconference, and their telephone numbers. The number to dial in for the teleconference is **(800) 337-3137, Pass Code 7644.**

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

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NOTE: This solicitation is set-aside for vendors certified as small vendors by the Virginia Department of Minority Business Enterprises. Vendors must be certified by the closing date and time of this solicitation to be considered. See Section VIII, General Terms and Conditions, Paragraph Z.

I. BACKGROUND:

The Family and Children's Trust Fund (FACT) was created by the General Assembly in 1986 as a public-private partnership for the prevention and treatment of family violence. A Board of Trustees appointed by the governor:

- Coordinates activities with other state efforts to prevent and treat violence within families;
- Encourages public awareness activities concerning violence within families;
- Administers and disburses any funds available to the Family and Children's Trust Fund;
- Monitors the use of funds to ensure the accountability of the recipients of funds;
- Encourages, approves and accepts gifts, contributions, bequests, or grants in cash or otherwise from any source, public or private, to carry out the purposes of the Family and Children's Trust Fund; and
- Engages in fund-raising activities to expand and perpetuate the Family and Children's Trust Fund.

The Virginia Department of Social Services provides administrative support and technical assistance to the FACT Board of Trustees, who as gubernatorial appointees are private sector volunteers bringing a range of expertise and skill to accomplish FACT's mission. For more information see FACT's website: www.fact.state.va.us

In June 2007, the FACT Board of Trustees adopted a new 5-year Strategic Plan. To achieve its strategic goal to be the clearinghouse of family violence FACT embarked on a social indicators project. There have been two previous phases to this project. For copies of the previous reports see www.fact.state.va.us.

Phase One

FACT commissioned George Mason University to provide initial research on social indicators. Accomplishments to this phase included:

- A report with recommendations, which describe the analysis of risk and protective factors and identification of social indicators in family violence across the life span.
- Identification of a process which involved meeting with key stakeholders to seek consensus on the meaning, definition and understanding of family violence.

Phase Two

FACT commissioned Virginia Commonwealth University's School of Social Work to begin work on establishing FACT's statewide leadership role in identifying social indicators related to family violence across the life span. Accomplishments to this phase included:

- Established a plan for a community-informed annual "progress report" that would be based on the selection of specific social indicators of family violence across the life cycle that would provide information and tools to assist current family violence efforts, assess and share the impact of family violence initiatives, to shape policy and resource decisions and to raise awareness about the need for more standardized and better data surrounding family violence across the life span continuum.
- Development of a model and framework to identify social indicators along with their data sources to produce a preliminary "progress report" on the state of family violence in the Commonwealth.
- Assembled a consortium of statewide family violence leaders that began examining risk and protective factors of family violence.

II. PURPOSE:

This proposal seeks to provide an inclusive framework for family violence through the use of the term, family violence across the lifespan. It is the intent of this request to implement the third phase of the social indicators project. This document constitutes a request for proposals from experienced Vendors able to meet both the program and the technical requirements identified in this Request for Proposals (RFP) to design and implement FACT's social indicator project. The social indicators project was created to chart the state of family violence in the Commonwealth of Virginia. The project will serve as a basis for preparation and eventual funding of family violence local service projects. The Family & Children's Trust Fund, hereinafter referred to as the Purchasing Agency, and wishes to enter into a contract with a service provider that has a proven track record of developing, implementing and supporting statewide initiatives. The selected Vendor shall:

- Utilize past FACT commissioned reports to provide base-line data around identified indicators;
- Identify, access, and analyze various data systems to develop a statewide report card on family violence. Document any gaps in data that may be discovered;
- Provide a single location of data for family violence that could be used by public and private organizations, policy analysts, professional researchers, citizens, grant writers, and others interested in family violence;
- Host stakeholder meetings to garner information and continue to review and revise risk/protective factors. Gather "best practices" programs and strategies for combating family violence; and
- Assist with the dissemination of the first family violence report at the June 2010 FACT Collaboration Conference.

III. STATEMENT OF NEEDS

3.1 Design and Implement: FACT seeks a product-producing vendor who will plan and implement a statewide family violence report card. The vendor shall use prior research, stakeholder input, and available data sources to produce a family violence report card by June 2010. The selected vendor shall keep the FACT staff and Board of Trustees apprised of the progress throughout the project.

3.2 Social Indicator Data: FACT seeks a skilled vendor who has experience, knowledge, and access to data systems such as: GOSAP, Kids Count, Virginia Performs, etc. The vendor shall be experienced in analyzing and comparing data. Vendor shall use data systems to compare family violence in several ways:

- Trends--comparing changes in data over time (putting 2007 maltreatment data beside 2010 maltreatment data) Additionally, must take into account changing demographics such as large military population or immigrant populations;
- Micro to Macro--comparing the status of a local county/city to that of the state as a whole (contrasting Roanoke City data to that of the entire Commonwealth);
- Peer to peer--comparing one county/city to another county/city within the Commonwealth (How does Winchester compare to Salem?); and
- Target goals---comparing the current condition to the desired target goal. (How are we doing in terms of achieving our desired outcomes?).

Working through local and statewide stakeholders and through continual research Vendor shall identify, gather and incorporate new data and data sources along with additional risk/and protective factors for a more unified picture of family violence.

3.3 Process/Impact Evaluation. The vendor shall provide interim and final process analysis that describes the progress of the project. Evaluation shall include analysis of data sources, revision/reassessment of risk/protective factors, stakeholder input, activities to date, research findings, and challenges/barrier encountered. The vendor shall produce and make available public-use data files that can be linked to the family violence report card and the FACT website. Public release of any required reports will be made only by FACT.

3.4 Develop Family Violence Report Card Structure and Publish First Annual Report Card. Vendor to complete "State of Family Violence" report card in time to be released at the June 2010 FACT annual conference. The report itself shall include the following components:

1. Why is this important?
2. How is Virginia doing?
3. What influences the findings?
4. What inferences can we make regarding the data?
5. What state initiatives are in place that address the trends?
6. What are "best practices" that are occurring in local communities that address family violence issues?
7. There will also be the ability to "drill down" and view local and more in depth data sources.
8. What conclusions and recommendations can be drawn from the data and its analysis?

3.5 Stakeholder Input. Vendor shall convene family violence stakeholders who represent public and private, non-profit service providers and make their expertise an integral part of this project. Vendor shall facilitate four (4) meetings of key stakeholders that represent the three response communities identified in conceptual framework for the project. Vendor will facilitate stakeholder group to continue to identify risk/protective factors associated with family violence, address gaps in data and service delivery, and continue to assess/analyze community response to family violence as well as the state of family violence in the Commonwealth.

Two representatives from the Family and Children's Trust Fund will attend all meetings of the stakeholders.

3.6 Presentations. Vendor shall develop a written mid-project report by August 30, 2009. Vendor shall attend and present progress and findings at the FACT Board of Trustees meeting in December 2009. Additionally, Vendor shall present the annual report card at the FACT Collaboration Conference to be held in June 2010. An end of project report is required by June 30, 2010.

IV. GENERAL INSTRUCTIONS

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. The Offerors must e-mail **one (1) complete copy** of the proposal and **one (1) redacted copy** of the proposal with

proprietary information removed. These e-mailed copies must be so marked. These e-mailed copies must be received by the due date and time of this solicitation. They are to be e-mailed to fran.inge@dss.virginia.gov. In addition, Offerors must submit **Two (2) hard copies with original signatures** within 3 business days after the due date of this solicitation. 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 the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- 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. 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 Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the Family & Children's Trust Fund pursuant to the RFP shall belong exclusively to the Family & Children's Trust Fund 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.
- g. 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. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

- h. Incurred Expenses: The Family & Children's Trust Fund will not be liable for any cost incurred by Offerors in preparing and submitting proposals. Offerors may not collect proposal preparation charges from the Commonwealth of Virginia as a result of cancellation of this RFP.

V. SPECIFIC PROPOSAL INSTRUCTIONS

Proposals should be as thorough and detailed as possible so that the Family & Children's Trust Fund may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. By submitting a proposal Offerors certify that all information provided in response to this RFP is true and accurate.
2. Technical proposal to include:
 - a. Approach, description of study, and design of work to be completed.
 - b. Work plan with a timeline.
 - c. Staffing plan and qualifications of proposed staff with a table showing the number of hours proposed for each staff member by task. The offeror should discuss staff qualifications and knowledge with respect to this project. The offeror should place particular emphasis on presenting in greater detail, all staff expertise and involvement in program development, implementation, and evaluation. The offeror should include a table showing the number of hours proposed for each staff member, by task;
 - d. Organizational experience with a summary of the offeror's related work experience. The offeror shall especially discuss experience with family violence.
3. Offeror Data Sheet included as attached to this RFP, and other specific items or data requested in this RFP. At least three (3) references must be provided.
4. Offerors shall also provide the URLs of any other projects that have completed by the firm. For each site referenced, please indicate the scope of work provided, time frame for development, and approximate cost.

VI. EVALUATION CRITERIA AND AWARD CRITERIA

1. Evaluation Criteria: Proposals shall be evaluated by the Family & Children's Trust Fund using the following criteria:
 - a. Approach/Work plan (50 points)
 - b. Organizational experience (10 points)
 - c. Qualifications of staff who will work on the project (15 points)
 - d. Cost (20 points)
 - e. References (5 points)
2. AWARD: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the

reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VII. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference will be held at **9:30 am on February 26, 2009** at the Virginia Department of Social Services, 7 North Eighth Street, Richmond VA 23219-3301 in Vault Level Conference Room A. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Attendance by teleconference: Offerors wishing to participate by teleconference may do so by sending an e-mail to Fran Inge fran.inge@dss.virginia.gov and provide your organization's name and the names of those participating by teleconference, and their telephone numbers. The number to dial in for the teleconference is **(866) 842-5779, Conference Code 8047267118**. Please dial in at least 5 minutes before the start of the pre-proposal conference. Remember to have a copy of the solicitation with you.

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.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 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 (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By 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; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).
2. To Subcontractors:
- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary,

confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF 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.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. 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.
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- V. **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.

- W. **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.
- X. **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 e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. 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.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 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.
- Y. **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.
- Z. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.

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:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Virginia Department of Social Services (DSS) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services unless agreed to by DSS.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **CONFIDENTIALITY:** 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. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this project agree to these terms.
- E. **REFERENCES:** Bidders shall provide a list of at least 3 references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, the project, the dates of service, the dollar value, and current telephone number. Offerors shall verify that reference information is current.

Company: _____ Company Contact*: _____

Project: _____ Phone: _____

Dates of Service: _____ \$ Value: _____

- F. **eVA Business-To-Government Contracts and Orders:** The solicitation/contract will result in one purchase order 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 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 eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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.

X. PRICING AND METHOD OF PAYMENT

The Contractor will be paid by the Purchasing Agency after receipt of proper invoice. All services provided by the Contractor shall be performed to the satisfaction of the Purchasing Agency. All invoices shall be submitted to:

Virginia Department of Social Services
Family and Children's Trust Fund
Attention: Fran Inge
7 North Eighth Street
Richmond VA 23219-3301

The Offeror agrees to provide all services described in the Request for Proposal at a firm and fixed price of \$_____.