



VIRGINIA DEPARTMENT OF SOCIAL SERVICES

REQUEST FOR PROPOSALS (RFP) RFP #FAM-22-081

Issue Date: October 6, 2022
Title: Sexual and Domestic Violence Primary Prevention
Commodity Code: 95217
Issuing Agency: Commonwealth of Virginia, Department of Social Services, Procurement Unit, 801 East Main Street, 14th Floor, Richmond, VA 23219-2901
Location where work will be performed: Richmond VA
Preproposal Teleconference: An optional preproposal tele-conference will be held. See Section VII. for details.
Initial period of contract: Eighteen (18) month initial Period of Performance beginning upon final signature execution of the Contract document. See optional Renewal Periods identified herein.
Sealed proposals will be received Electronically in eVA until: November 9, 2022 @ 10:00 a.m. EST for furnishing the goods/services described herein.
All inquiries should be directed to: nezette.howard@dss.virginia.gov

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Proposal responses must be submitted electronically in eVA by the due date and time above.

In compliance with this request for proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Name and address of firm:

Form fields for Name and address of firm, Date, By, Name, Title, eVA Vendor ID or DUNS #, Phone, DSBSD-certified Small Business No., and E-mail.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.

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## I. PURPOSE

The purpose of this Request for Proposal (RFP) is to fund sexual and domestic violence prevention projects provided by local community-based organizations (CBOs) and units of government for the development and sustainability of initiatives intended to prevent the first-time perpetration of sexual and domestic violence through strategies that:

- A. Promote the development and maintenance of healthy practices related to relationships, sexuality, and social-emotional development; and
- B. Counteract the factors contributing to the initial perpetration of sexual and domestic violence.

Proposed projects under this RFP must be for the purposes of:

- A. Developing brand new\* (including previously un-funded) prevention initiatives and strategically building organizational and community capacity (knowledge, readiness, and willingness) to implement robust prevention efforts.

\*This category of funding includes local agencies who have not received federal grant funding (Family Violence Prevention and Services Act (FVPSA) and/or Rape Prevention Education (RPE) to support sexual and domestic violence prevention work in their agency within the past 3 years.

- B. Expanding or enhancing existing prevention initiatives, supporting previously unfunded initiatives, or supporting current initiatives that have lost funding, or are otherwise no longer grant funded. This category of funding is for local agencies who have received federal grant funding (FVPSA or RPE) to support sexual and/or domestic violence prevention work in their agency within the past 3 years.

**Diversity, Equity and Inclusion:** VDSS is a diverse, multi-racial and multicultural organization. Our commitment to fully embrace diversity, equity and inclusion is central to our mission, embedded in our core values and critical to the well-being of our staff and the communities we serve. As human service professionals, our success rests in our ability to cultivate inclusive environments, promote equitable outcomes, and demonstrate leadership through service. We all must choose to be informed, self-reflective and proactive in our advocacy. This includes constant evaluation of structures, norms and policies that perpetuate discrimination, racism, disparities and exclusion. This also includes full embedding our commitment to diversity, equity and inclusion into specific and actionable practices throughout our entire social services system.

**Unite Us:** Contracted service providers are highly encouraged to join Unite Virginia, a statewide coordinated care network of health and social service providers. Partners in the network send and receive closed-loop, secure, electronic referrals across multiple sectors and organizations through the shared Unite Us platform. The platform enables providers to track every person's total health journey and report on tangible outcomes.

Unite Us is the vendor selected by the state to power the Unite Virginia network and is partnering with the Office of the Virginia Secretary of Health and Human Resources, Virginia Department of Social Services, the Virginia Department of Health, Optima Health, Kaiser Permanente, the Virginia Mental Health Access Program, Partnering for a Healthy Virginia, and Virginia Hospital & Healthcare Association, among others. The platform is available at no cost to nonprofits and many organizations that are part of the safety net, like community health centers and mental health centers. For more information and to join, please visit <https://virginia.uniteus.com>.

## II. BACKGROUND

The Virginia Sexual and Domestic Violence Prevention Fund is authorized by Code of Virginia § 63.2-2300 (2020). The Fund grew out of an ongoing need identified by the sexual and domestic violence advocacy field for more robust,

sustainable, and flexible primary prevention funding for local prevention efforts. Both code language and budget items were approved by the Virginia General Assembly and the Office of the Governor in March 2020 creating a collaborative process for the administration of the Fund by both the Virginia Department of Health (VDH) and the Virginia Department of Social Services (DSS). Soon after this, however, the COVID-19 pandemic began. Fund deposits originally appropriated by the General Assembly in March 2020 were redirected to statewide pandemic response and emergency public health initiatives. The VDH utilized the restored funds in fiscal year 2022 to support sexual assault prevention initiatives. Current language in the State Budget directs DSS to solicit applications for the Fund, notwithstanding § 63.2-2300.

### III. STATEMENT OF NEEDS

A. **Eligible Offerors:** Eligible Offerors must have a physical presence in Virginia and be incorporated nonprofit organizations, units of local government, or state or federally recognized tribes. For all non-profit organizations, proof of an IRS 501(c) 3 designation is required at the time of proposal submission.

B. **Funding Priorities:**

1. 50% of awards will support the development of new initiatives.
2. At least 25% of awarded funds will support domestic violence prevention and at least 25% will support sexual violence prevention.

C. **Supported Prevention Efforts**

Contract will support primary prevention strategies (see Appendix I) which focus on sexual violence prevention, domestic violence prevention, or both sexual and domestic violence prevention. Additional information on sexual and domestic violence primary prevention can be found in Appendix II, Key Prevention Resources, and in Appendix III, Key Terms. Funding will support staff, operational and administrative expenses. Examples of activities that support an initiative may include, but are not limited to:

1. Planning and implementing capacity building efforts designed to establish primary prevention to integrate with secondary and tertiary prevention across agency work, services, and areas of operation. (required for agencies new to primary prevention)
2. Bringing regional and local stakeholders together to understand root causes of violence, build common solutions, and to coordinate shared activities.
3. Increasing the representation of historically underserved populations in all planning and implementation stages, including providing financial assistance to participating individuals or organizations that serve underserved communities (compensating people for their time.)
4. Engaging in activities that promote coalition-building at the local, regional, and/or state level.
5. Engaging in activities that seek to measure program effectiveness, provide continuous quality improvement, and evaluate prevention strategies and goals.

D. **Outcomes Measured:** Statewide prevention outcomes are currently being collected via VAdata. Awarded agencies and prevention stakeholders will be invited into conversations in FY2023 on outcomes and other evaluation opportunities.

E. **Prevention Funding Requirements:**

1. Offerors that are other than local sexual and/or domestic violence agencies (SDVAs) will need to demonstrate a hands-on collaborative approach to the proposed prevention program with the (or one of the) comprehensive service SDVA in the service area. Signed statement of collaboration is required.
2. Offerors that are new to primary prevention will be required to include organizational level work in their work plan (Attachment C), including training and coaching staff, board and volunteers in their work plan. Activities may also include, policy and strategic planning development and/or reviews and other capacity building efforts to incorporate prevention into the organization.
3. Offerors must promote a focus on underserved populations, incorporating culturally specific, trauma-informed, and voluntary prevention programming into the work plan (Attachment C).
4. Offerors must demonstrate collaborations and partnerships that exist and or will be developed lead to successfully accomplishing the proposed project.
5. Offerors' budgets (Attachment D) must include a minimum of .80 full-time equivalent (FTE) for prevention lead staff. It may also include additional partial FTE support for supervision, grants management, and/or project assistance.
6. Offerors new to primary prevention efforts must identify at least two (2), but no more than four (4) initiatives that are supported by Primary Prevention Strategies I - IV. (Appendix I)
7. Offerors experienced in primary prevention must identify at least two (2), but no more than four (4) new or expanded initiatives that focus on any of the Primary Prevention Strategies. (Appendix I)

F. **Additional Funding Considerations and Restrictions:** State General funds awarded under this award must be expended for the purposes which they were awarded and within the time period allotted. Offerors must:

1. Comply with all state laws.
2. Participate in the Virginia Data Collection Project (<https://www.vadata.org/>) or have the capacity to upload prescribed data in .csv format into VAdData for all prevention initiative work.
3. Budget only for costs and expenses necessary for the performance of grant activities.
4. Ensure that all initiatives are:
  - a. Free of charge regardless of income
  - b. Voluntary
  - c. Trauma-informed
  - d. Culturally and linguistically accessible and appropriate.
5. Protect the confidentiality of client information.
6. Maintain time and attendance records for all grant-funded staff, showing percentage of time funded by grant source, as well as staff and manager signatures and dates.

7. Have Dun & Bradstreet (DUNS) number.
8. Pay at least a living wage to all grant-funded staff, following the guidelines for a single individual; <https://www.unitedforalice.org/virginia>.

Restrictions - These funds may not be used for the following:

1. Crisis intervention and other non-prevention services to survivors and children
2. Services to perpetrators
3. Fundraising activities
4. Research

#### 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. One (1) complete proposal and all required forms and attachments must be uploaded to the eVA VBO application prior to the date and time set for receipt. The electronic file copy must be named with the following naming convention: the RFP number and the name of the Offeror (ex. FAM-22-081 Your Company's Name). If the proposal contains proprietary information or not, the Offeror must also submit Attachment F and one (1) electronic copy with proprietary information redacted if applicable.

**Note:** eVA will not allow an Offeror to upload documents after the cut-off time and date set for proposal receipt. Any submission partially uploaded at the cut-off time and date will be considered incomplete.

At the eVA website [www.eva.virginia.gov](http://www.eva.virginia.gov) Offerors must log-in as a vendor using their eVA username and password.

Please contact the eVA Customer Care for instructions and/or assistance in uploading documents and/or log-in.

Hours: 8:00 a.m. to 4:45 p.m., Monday through Friday

Phone Toll Free: 866-289-7367

Email: [eVACustomerCare@DGS.Virginia.gov](mailto:eVACustomerCare@DGS.Virginia.gov)

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

**The Application must be signed electronically (name and title) by an authorized representative with authority to bind the Applicant to the contract.**

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. 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 the RFP. 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 receiving a lower score 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. 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 (see Attachment F.) **The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.** If, after being given reasonable time the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
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. The issuing agency will schedule the date, time, and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

## B. Specific Proposal Instructions

Proposals should be as thorough and detailed as possible so that the VDSS may properly evaluate the Offeror's capabilities to provide the required goods/services. Offerors are required to submit the following items in order to be considered a complete proposal submission:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Attachments:

- a. Proposal Check List (Attachment A)
  - b. Agency Information Sheet (Attachment B)
  - c. Activities/Outcomes (Attachment C)
  - d. Budget (Attachment D) No indirect cost, no match
  - e. Small Business Subcontracting Plan (Attachment E) - Summarize the planned utilization of DSBSD-certified small businesses which include businesses owned by women and minorities, when they have received DSBSD small business certification, under the contract to be awarded as a result of this solicitation. Offeror's must complete Attachment E - Small Business Subcontracting Plan. Offerors and their subcontractors must have the DSBSD small business certification at the time of the proposal due date to receive credit for small business utilization.
  - f. Proprietary/Confidential Information Identification (Attachment F)
  - g. Commonwealth of Virginia substitute W-9 Form (Attachment G)
  - h. Signed Authorizations and Certification (H)
3. Experience and Qualifications:
- a. Executive summary, including the history of the Offeror and years in business of providing the services described herein. List of current Board Members with contact information (non-profit applicants).
  - b. Written Narrative. A written narrative that addresses and responds in detail to each specific requirement outlined in Section III, including the Offeror's experience in providing the services described herein, to include the Offeror's demonstrated knowledge of and competence in this field, length of time Offeror has been in business, and it's understanding of and ability to provide the services. Statement should be limited to eight (8) pages total.
    - i. Describe your agency. Explain the agency's history of providing sexual and/or domestic violence victim services. If not an SDV agency describe the collaboration with the local sexual and/or domestic violence agency.
    - ii. Describe your agency's history and funding of prevention work. Reveal how prevention is integrated into work across your agency and/or community. If your agency is new to prevention work, describe how you like to see prevention integrated into work across your agency and/or community.
    - iii. Explain what data or information exists about the sexual and/or domestic violence that is happening in your area. Describe what the data tell you about who is most at risk for committing this violence. Please cite any data used.
  - c. A list of proposed subcontractors being considered for work on this project, if any. (See Attachment E).
  - d. Organizational Chart. An organizational chart outlining the structure of corporate staff and project staff and a short description of project staff to include names, qualifications and experience.
  - e. Pending Litigation. Documentation describing any pending litigation or court orders involving the Offeror, or previous sanctions relative to contract performance; previous notices received of breach, partial or anticipatory breach, or takeover of any services performed by the Offeror under any contract for the past three (3) years.



- f. Selected Population.
  - i. Name the underserved community that this project will focus on. Name the portion of your service area that this project be offered. Describe how you use the data you described in the previous section to identify and select this population.
  - ii. Explain how underserved populations (individuals and community partner organizations) be incorporated into planning and delivering the prevention initiative(s). Detail how they be compensated.
  - iii. List the locality(ies) the prevention initiative be conducted in.
- g. Initiative. What strategy will be followed for this initiative? (see Appendix II) Describe the initiative to be conducted. Will an evidenced-based, evidence informed curriculum be used? If so, please describe, if not, please justify.
- h. Partnership. Sexual and domestic violence prevention is a collaborative effort. What existing partnerships and capacities exist to help you accomplish the proposed project? What partnerships will you need to develop?

4. ASSURANCES, CERTIFICATIONS and OTHER REQUIRED FORMS:

- a. Financial Certification/Fiscal Letter - Provide a Fiscal letter from the applicant's agency head, finance director, or treasurer (with signature) indicating that the agency understands that this is a reimbursable grant and that the applicant has sufficient funds available to cover three (3) months of expenses prior to reimbursement. If your organization does not have a three (3) month cushion, then a plan of action must be submitted to provide how they shall ensure upcoming expenditures to be covered within required time frames. Additionally, the letter must address the organization's ability to sustain nonfederal revenue sources over the period of the subaward.
- b. Statement of collaboration from the local domestic or sexual violence agency that demonstrates a commitment for the prevention initiative proposed in your application (if applicant is other than a SDVP)

5. Budget and Budget Narrative reflected in of this RFP (Attachment D).

*~~ Continued on Next Page ~~*

**V. EVALUATION AND AWARD CRITERIA**

**A. Evaluation Criteria:** Proposals shall be evaluated by the Department of Social Services using the following criteria:

Item	Criteria	Maximum Point Value
1.	<p>Project Quality</p> <ul style="list-style-type: none"> <li>• Applicant demonstrates a clear understanding of the two purposes of the RFP (Sec I.A);</li> <li>• The applicant identified at least two initiatives that are consistent with the applicant’s level of prevention experience</li> <li>• The identified initiatives meet the criteria for primary prevention</li> <li>• The project activities are capable of attaining project objectives;</li> <li>• The activities identified on the Activities/Outcomes Work Plan form (Attachment C) are consistent with the activities, goals, and objectives described in the application narrative; time frames in which the objectives shall be met are reasonable; and outcomes are measurable;</li> <li>• Applicant described a plan to communicate the results of evaluation with prevention partners and the community at large.</li> <li>• Applicants new to primary prevention included capacity building activities into their workplan; and</li> <li>• The application reflects congruence between all components in the RFP.</li> </ul>	25
2.	<p>Need for Project Established</p> <ul style="list-style-type: none"> <li>• Clearly defines purpose of the initiative, underserved population of focus, and the geographical area(s) of the prevention programming;</li> <li>• The project activities/services illustrate new or expanded or expanded initiatives in the community to be served.</li> <li>• Applicant provided data about sexual and/or domestic violence in their service area.</li> <li>• Applicant described who is most at risk for violence perpetration based on the data.</li> <li>• Applicant described how data was used to identify and select the population of focus, the decision was based on logical, purposeful rationale.</li> <li>• Applicant cited data source(s).</li> </ul>	20

3.	<p><b>Applicant Capacity</b></p> <ul style="list-style-type: none"> <li>• The applicant clearly demonstrates the capacity to implement the project;</li> <li>• Applicant is either an agency that provides sexual and/or domestic violence services, or has a signed statement of collaboration with one.</li> <li>• Applicant described agency’s history of prevention work.</li> <li>• Applicant described prevention integration in the agency OR applicant described how they would like to see prevention work integrated into the work across the agency.</li> <li>• Applicant described relevant existing partnerships that will support them in accomplishing the project.</li> <li>• Applicant described opportunities for partnership(s) that will need to be developed to accomplish the proposed project.</li> </ul>	20
4.	<p><b>Budget</b></p> <ul style="list-style-type: none"> <li>• Budget is consistent with project activities</li> <li>• Budget includes needed funds to meaningfully connect to the target population</li> <li>• Budget includes at least .80 FTE dedicated to primary prevention</li> <li>• A living wage is included for all grant funded staff.</li> <li>• The budget utilizes General Services Administration (GSA) per diem rates for lodging, meals, and incidental expenses and Internal Revenue Service (IRS) issued standard mileage rates for use of a car.</li> </ul>	15
5.	<b>SWaM</b>	<b>20</b>

**A. AWARD TO MULTIPLE OFFERORS:** 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 offerors which, in its opinion, have made the best proposals, and shall award contracts to those offerors. The Commonwealth intends to make multiple awards as a result of this solicitation. 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.

## VI. REPORTING AND DELIVERY REQUIREMENTS

The Contractor shall provide the following documentation to the VDSS designated Contract Administrator (CA) for approval by the agency as follows:

### A. Monthly

**Small Business Subcontracting Report:** Each prime contractor who is awarded a contract in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the Virginia Department of Social Services, timely reports substantiating compliance in accordance with their small business subcontracting plan. The report shall be submitted to the Contracting Officer. The reports shall be provided monthly, on every 5th day of the month and on or before request for final payment. The report shall specify at a minimum, the following information: name of contractor, phone number, total dollar amount subcontracted, category type (small; small and women-owned; or small and minority-owned), and type of product/service provided.

### B. Quarterly:

1. Programmatic Progress Reports are due quarterly to the Office of Family Violence. The assigned Contract Administrator may require other reports on a regular or ad hoc basis. Contractors will be required to report on the Outputs and Outcome Measures quarterly by both program period and cumulatively. The initial Progress Report through April 30, 2023 is due by May 31, 2023. A VAdata report covering each reporting period as well as cumulative must be submitted with each report.
2. All Progress Reports shall contain detailed descriptions of Program Activities, Output Measures, obstacles or barriers that may have prevented Contractor from achieving activities and outcomes identified in the work plan, and other updates.
3. The Progress Reports are due no later than May 31, 2023, August 31, 2023, November 30 2023, February 29, 2024, May 30, 2024, and August 31, 2024 this form will be provided post-award.

### C. Annually:

1. Submit a final cumulative report at the end of each the initial funding period and any renewal periods.
2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

**D. Additional Reporting Requirements:** Additional reporting requirements may be added at a later date, and will be mutually agreed to by both parties, in writing.

## VII. OPTIONAL PREPROPOSAL CONFERENCE

An optional preproposal conference will be held on **Tuesday, October 18, 2022 at 10:00 a.m.**. 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.

Interested Applicants wishing to participate via ZOOM must register using this link: <https://virginia.gov.zoomgov.com/meeting/register/vJltcuytqjgvHA3p6fFQfefxrDYVwgaEnVg> by the close of business on October 13, 2022. Registered participants will be provided the telephone number and conference code needed in order to participate.

Potential Applicants are encouraged to submit any questions pertaining to this RFA in writing prior to the date and time of the pre-proposal conference. Questions should be submitted to the Contracting Officer identified above.

While participation at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are highly encouraged to attend. Have a copy of the solicitation available to you for use during the meeting. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This Agreement 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 process for filing a complaint about this solicitation is in Section 7.13 of the *Vendors Manual*. (Note Section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in Section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eVA.virginia.gov](http://www.eVA.virginia.gov) under "I Sell To Virginia."
- B. **APPLICABLE LAWS AND COURTS:** This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies 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 agreement 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 of this section.
  - d. If the Contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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 Contractor 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:** Applicable for all contracts over \$10,000: By entering into a written agreement with the Commonwealth of Virginia, the Contractor certifies that it does not, and shall not during the performance of the agreement 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:** The Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from entering into a contract for the type of services covered by this Agreement. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

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

G. **ANTITRUST**: By entering into an agreement, 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 agreement.

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

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 thirty (30) calendar days will be regarded as requiring payment thirty (30) calendar days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) calendar 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) calendar days as required in *Code of Virginia*, § 2.2-4351. 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. Within seven (7) calendar days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) 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) calendar 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 agreement, 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase



or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
  - 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:** The Contractor certifies that 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 worker's compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. **The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.**
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**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 in eVA ([www.eVA.virginia.gov](http://www.eVA.virginia.gov)) for a minimum of ten (10) calendar days.

**S. DRUG FREE WORKPLACE:** During the performance of this Contract, the Supplier agrees to (i) provide a drug-free workplace for the Supplier'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 Supplier'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 Supplier that the Supplier 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 the specific Contract awarded to a Supplier, 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.

**S. NONDISCRIMINATION OF CONTRACTORS:** A Offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the 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.

**T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA and pay the Vendor Transaction Fees

specified below; failure to register will result in the bid/proposal being rejected.

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

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

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

U. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

V. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, Offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of proposals.

W. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in U.S. 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.

Y. **CIVILITY IN THE STATE WORKPLACES:** The Contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Contractor or any Subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in:

1. harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or
2. discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if Contractor's (and any Subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the Contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

## 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. **AWARD:** Selection shall be made of two (2) 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 (1) Offeror is fully qualified, or that one (1) 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.
- 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. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- D. eVA ORDERS AND CONTRACTS:** The solicitation will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each.
- E. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three (3) successive one (1) year period under the terms and conditions of the original contract except as stated below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Goods and Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

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

- A. **Submission of Small Business Subcontracting Plan:** It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All Offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the Offeror shall note such on the Small Business Subcontracting Plan. No Offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
- B. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. **Prime Contractor Subcontractor Reporting:**
- a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
  - b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The

contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

If you contract with or are a small minority business, you will need to complete Attachment E and you will gain points for that. The vendor must be registered with Commonwealth of Virginia's Department of Small Business and Supplier Diversity (DSBSD) as a small business.

- G. OWNERSHIP OF MATERIAL:** Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of Virginia Department of Social Services and all such materials shall be remitted to Virginia Department of Social Services upon completion, termination or cancellation of this contract. The Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of Virginia Department of Social Services.
- H. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 day period the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- I. 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.
- J. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- K. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the *Code of Virginia*. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- L. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any 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 proposal a statement describing why the 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 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.

- M. E-VERIFY PROGRAM:** Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one (1) year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- N. SECURITY AND TRANSFER OF DATA:** The following term and condition relates to the protection, sharing, and inspection of information. VDSS and its agents reserve the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- A. All sensitive information shall be encrypted at rest and in transit as required by Commonwealth Security Standards.
- a. Encryption At-Rest refers to the storage medium for all servers and workstations containing VDSS sensitive information.
  - b. Encryption In-Transit refers to all network transmissions across LAN, WAN, or other point-to-point / point-to-multipoint technology.
- B. VDSS may require the use of its own internal File Sharing/Data Sharing solution which is pre-approved for handling sensitive Commonwealth data.
- a. If the partnering entity requires a user ID and Password, the user ID and password must not be shared. Multiple user IDs can be provided. VDSS system administrators will take measures to ensure the password meets Commonwealth standards.
  - b. VDSS can provide access to its File Sharing/Data Sharing solution via SSH protocol. This method allows for the use of a user ID and SSH key pair. SSH key pairs must:
    - i. Be owned and created by the partnering entity.
    - ii. Be renewed no less than annually.
    - iii. Be based on RSA 2048
    - iv. Include a public key that is intended to be shared with VDSS.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this

topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

## **X. METHOD OF PAYMENT**

A. Payment will be made within 30 days of receipt of a valid invoice and upon the completion and acceptance by the CA for reimbursement and as negotiated at the time of Award. The Commonwealth shall not prepay for services.

B. Reference the Commonwealth of Virginia, Department of Accounts-Commonwealth Accounting Policies and Procedures (CAPP) Manual, as amended (Sections Meals and Incidental Travel Expenses (M&IE) and Lodging). The current IRS Rate will apply to mileage reimbursement. See <https://www.irs.gov/tax-professionals/standard-mileage-rates>

All travel, facility, and food expenses shall be justified as a business necessity by including the date of the event, names of event participants and justifications for expenditures.

1. Electronic detailed invoices shall reference the Contractor's complete name, Contractor's EIN/FIN, address, telephone number, contract number, purchase order number, invoice date, total cost and accompanied with any supporting documentation. Invoices shall be submitted via email to: [ofv.invoices@dss.virginia.gov](mailto:ofv.invoices@dss.virginia.gov).
2. Payment will be in accordance with the Commonwealth of Virginia's Prompt Payment Act. If errors are found in the invoice, the 30 days will be from the date a corrected invoice is received. Payment may be made by Electronic Data Interchange (EDI) through the Virginia Department of Accounts.



## **XI. ATTACHMENTS**

The Offeror shall provide the following documentation with their Proposal.

Attachment A – Proposal Check List

Attachment B – Agency Information Sheet

Attachment C – Activity/Outcome

Attachment D – Budget

Attachment E – Small Business Subcontracting Plan

Attachment F – Propriety /Confidential Information Identification

Attachment G - Commonwealth of Virginia Substitute W-9

Attachment H – Signed Authorization and Certification