



DCJS

Virginia Department of Criminal Justice Services

Sealed Request for Proposal (RFP) # DCJS FY2020-01

Issue Date: Thursday, September 5, 2019

Title: Online Training Conversion and Development

Commodity Codes: 92024, 92034, 92416

Issuing Agency: Virginia Department of Criminal Justice Services (DCJS)
1100 Bank Street, 12th Floor, Richmond, Virginia 23219

Location Where Work Will Be Performed: Commonwealth of Virginia

Period of Contract: From Date of Award through Completion of Project

Proposals will be received until **3:00 p.m., Friday, September 27, 2019** for furnishing the goods/services described herein.

It is the Offeror's sole responsibility to contact Feliscia Bagby, CPPB, VCO in writing with any questions. E-mail requests should be emailed to dcjsprocurement@dcjs.virginia.gov with the **RFP Number: RFP# DCJS FY2020-01, shall be in the subject line. Verbal requests for information will not be accepted. No inquiries will be considered after 3:00 p.m., Tuesday, September 18, 2019.**

All proposals must be received at the address above, **Attn: Feliscia Bagby, CPPB, VCO** by the date and time shown on this Cover Page. It is the Offeror's responsibility to obtain all current information (i.e. amendments, notifications, extensions, changes, or cancellations) from the eVA website (www.eva.virginia.gov – click on Business Opportunities/Virginia Business Opportunities (VBO)). Any proposals received after the stated time and date will be returned unopened.

AWARD POSTING: Upon the Award or announcement of a Notice of Intent to Award a contract as a result of this solicitation, the Commonwealth of Virginia, through the Department of Criminal Justice Services, will publicly post such notice on-line at www.eva.virginia.gov for a minimum of ten (10) calendar days.

The undersigned hereby offers and agrees to furnish all goods and/or services in accordance with the attached RFP and the mandatory requirements outlined herein or as mutually agreed upon through subsequent negotiations and the undersigned firm hereby certifies that all information provided below and in any document or schedule attached hereto is true, correct and complete.

Company Name: _____	Email: _____
Address: _____	Telephone: _____
City/State/ZIP: _____	Fax: _____
Signature: _____	Cell: _____
Printed Name: _____	eVA Vendor ID Number: _____
Title: _____	DSBSD Number (if applicable): _____
Date: _____	Vendor SCC ID Number: _____

This public body does not discriminate against faith-based organizations in accordance with *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identify, political affiliation, 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 Proposals (RFP) is to solicit sealed proposals to establish a contract or contracts through competitive negotiations with a consultant to provide the following services on behalf of the Virginia Department of Criminal Justice Services (DCJS), Virginia Center for School and Campus Safety (VCSCS):

1. Convert existing VCSCS classroom curricula and content into interactive online adult training modules
2. Develop new interactive online training modules on VCSCS topics. Topics may include school safety issues such as Crisis Management, Critical Incident Response, Active Shooter and inclusion of students with disabilities in all aspects for school safety planning. VCSCS reserves the right to use DCJS staff and/or an advisory committee of subject matter experts to assist in the development and review of content and modules.
3. Develop or update interactive instructional videos to accompany VCSCS topics as requested.

The interactive online training modules shall include best practices, be competency-based, and must incorporate multimedia and interactive exercises to practice and demonstrate skills. The targeted audience should include law enforcement, School Resource Officers, school administrators, teachers and staff of K-12 schools, and institutions of higher education, etc. All training materials and curriculum must be congruent with existing Virginia laws and VCSCS resources. Additional resource material will also be accepted and reviewed such as “frequently asked questions”, sample policies and forms, videos, tests and other materials.

All training materials and curriculum must be congruent with VCSCS resources and existing Virginia laws, and will become the property of the DCJS. DCJS-VCSCS shall have unlimited access and ownership of all developed content and shall have the ability to make revisions and changes as needed.

II. BACKGROUND

Created in 2000, the Virginia Center for School and Campus Safety (VCSCS), located within the Virginia Department of Criminal Justice Services, focuses on improving and enhancing safety by addressing topics that affect Virginia law enforcement, schools and institutions of higher education. The VCSCS is a resource and training center for information and research about national and statewide safety efforts and initiatives in K-12 schools and institutions of higher education. The VCSCS is mandated by *Virginia Code § 9.1-184* to:

- Provide [training](#) for stakeholders
- Develop, review and disseminate [resources and legislation](#)
- Facilitate the [annual school safety audit, and other data collection efforts](#)
- Provide technical assistance to K-12 schools and institutions of higher education
- Disseminate information on school safety initiatives

The VCSCS has offered training on a variety of school safety topics to include school safety legal issues, crisis management, and critical incident response. Most recently, Virginia legislation has required threat assessment teams in all public schools from kindergarten through college. Subsequently, the VCSCS has offered classroom-style training in behavioral threat assessment (TA) across the Commonwealth to school divisions, institutions of higher education, and law enforcement. The VCSCS has also offered additional trainings to support TA teams, such as *Youth Mental Health First Aid*, *K-12 Legal Issues Around Threat Assessment*, *Recognition and Reporting of Aberrant Behavior*, and *Disability Awareness for Law Enforcement Officers*.

This past legislative session, the General Assembly adopted additional mandates for VCSCS pertaining to training:

HB2609/SB1130: *Establish compulsory minimum training standards for certification and recertification of law-enforcement officers serving as school resource officers. Such training shall be specific to the role and responsibility of a law-enforcement officer working with students in a school environment*

HB2609 also requires that each school board shall ensure that every public school it supervises employs at least one school administrator who has completed, either in-person or online, school safety training for public school personnel conducted by the Virginia Center for School and Campus Safety in accordance with subdivision A 1 of § 9.1-184. However, such requirement shall not apply if such required training is not available online.

Additionally, Virginia law requires that every school develop a written “school crisis, emergency management, and medical emergency response plan.” Specifically, Virginia Code § 22.1-279.8 sets forth the following:

"School crisis, emergency management, and medical emergency response plan" means the essential procedures, operations, and assignments required to prevent, manage, and respond to a critical event or emergency, including natural disasters involving fire, flood, tornadoes, or other severe weather; loss or disruption of power, water, communications or shelter; bus or other accidents; medical emergencies, including cardiac arrest and other life-threatening medical emergencies; student or staff member deaths; explosions; bomb threats; gun, knife or other weapons threats; spills or exposures to hazardous substances; the presence of unauthorized persons or trespassers; the loss, disappearance or kidnapping of a student; hostage situations; violence on school property or at school activities; incidents involving acts of terrorism; and other incidents posing a serious threat of harm to students, personnel, or facilities. (§ 22.1-279.8.A, Code of Virginia)

Given the mandates and limitations for target audiences to be present in person to classroom style trainings, it is incumbent upon the VCSCS to expand on its online offerings, making trainings more readily available to constituents in an online format that they can complete in a more flexible timeframe.

III. GOAL

VCSCS receives requests from K-12 public schools, institutions of higher education, and law enforcement agencies for support and guidance in implementing the mandated TA responsibilities, and on a variety of school safety training topics. VCSCS currently has classroom-style training curriculum on many of the topics; however, online training modules are needed for existing curriculum and on other school safety training topics.

This 36-month project will support the conversion of current classroom training to online training modules, and in the development of additional online training curriculum at a combined rate of a minimum of 12 hours of online content per year.

IV. STATEMENT OF NEEDS

This project will involve meeting with VCSCS staff and designated advisory groups of subject matter experts when necessary to identify the content and direction of training. The service should be user-friendly and convey the content through audio/visual mechanisms and meet accessibility requirements.

1. Convert existing VCSCS classroom curricula and content into interactive online adult training modules

a. The successful contractor will develop interactive online training for adult learners that will be extracted from existing curriculum based on consultation with VCSCS. Below are samples of curriculum currently available from which online training will be developed. VCSCS reserves the right to add additional training content as needed.

- ***K12 Basic Threat Assessment Training***
 - 6 hours of curricula content available
www.dcjs.virginia.gov/sites/dcjs.virginia.gov/files/training-events/4193/participantmanualK-12threatassmnttraining-basic-2017-newslides2.pdf
- ***Basic and Advanced Higher Education Threat Assessment Training***
 - 14 hours of curricula content available
www.dcjs.virginia.gov/sites/dcjs.virginia.gov/files/law-enforcement/files/vcscs/dcjs_basic_campus_threat_assessment_training_instructor_manual_.pdf
www.dcjs.virginia.gov/sites/dcjs.virginia.gov/files/law-enforcement/files/vcscs/dcjs_advanced_campus_threat_assessment_training.instructor_manual.pdf
- ***K12 Advanced Threat Assessment Training***
 - 6 hours of curricula content (curricula will be provided by VCSCS)
- ***Disability Awareness for Law Enforcement Officers Training***
 - 16+ hours of curricula content available (curricula will be provided by VCSCS)

Law Enforcement Response to Individuals with Disabilities
- ***School Resource Officer Training***
 - 30 hours of curricula content available (curricula will be provided by VCSCS)

[SLEP Training Instructor Guide](#)
[Module I: School-Law Enforcement Partnership Memorandum of Understanding and Partner Roles](#)
[PowerPoint: Module I](#)
[Module II: Legal Issues](#)
[PowerPoint: Module II](#)
[Module III: Working with Adolescents](#)
[PowerPoint: Module III](#)
[Module IV: SRO Strategies for Success](#)
[PowerPoint: Module IV](#)

2. Develop Interactive Online Training Modules on Other School Safety Topics

The successful contractor will develop interactive online training for adult learners where detailed curricula is not currently available. All topics will be provided in consultation with and informed by VCSCS staff.

Such topics may include information sharing between schools and law enforcement, LE interactions with students with disabilities, school safety planning for school administrators and other topics identified by VCSCS.

3. Develop interactive instructional videos to accompany VCSCS topics as needed.

- a. The successful contractor will provide instructional videos to accompany specified training modules.
 - o Each video must be interactive and include a certificate of completion upon conclusion.
- b. The successful contractor shall submit pricing based on five-minute video intervals.

V. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. Response

In order to be considered for selection, Offerors **must** submit a complete response to this solicitation. One (1) electronic (CD or flash drive) and original bound hardcopy marked “**Original**”, a redacted version of the proposal, if applicable (please note the DCJS will not be responsible for proprietary information if the Offeror does not provide a redacted version), plus five (5) additional bound copies, **must** be received by the issuing agency no later than **3:00 p.m., Friday, September 27, 2019**. No other distribution of the proposal shall be made by the offeror.

Proposal Preparation

This RFP was developed to provide potential contractors with the information required to prepare a proposal. This section outlines the administrative procedures and guidelines for preparing a proposal. Nothing in this solicitation constitutes an offer or an invitation to contract.

1. Proposals **must** be signed by an authorized representative of the Offeror. The original proposal **must** be clearly marked “**Original**” **inclusive of an original signature**. Please note that electronic signatures will not be accepted.
2. **All information requested must be submitted in the requested format and order.** 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 that are substantially incomplete or that lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or such that they cannot be waived and are not subject to negotiation.
3. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements of the solicitation. **Emphasis should be placed on completeness and clarity of content.**
4. **Proposals should be organized in the order in which the requirements are presented in the solicitation.**
5. All pages of the proposal should be numbered. **Each paragraph in the proposal should reference the paragraph number of the corresponding section of the solicitation.** It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the solicitation. **Each section should be tabbed separately.** If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page.
6. **The proposal must contain a table of contents that cross-references the solicitation requirements.** Information which the Offeror desires to present that does not fall within any of the requirements of the solicitation 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 solicitation requirements are specifically addressed. Points may also be deducted if the evaluator is unable to locate information.**

7. Each copy of the proposal should be contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
8. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the solicitation 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 is submitted. The written notice must specifically identify the data or materials to be protected, and state the reasons why protection is necessary. The outside of the proposal must be marked to denote that proprietary information is contained in the documents. 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. **A redacted version of the proposal is/shall be required, in this case. DCJS will not be responsible for data, materials and documentation if the offeror does not provide a redacted version of their proposal.** 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 and return of the proposal.
9. All costs directly or indirectly related to the preparation of the proposal, responses and presentation relative to this RFP shall be borne by the Offeror.
10. Submittal Restrictions: Submittal text shall be limited to 100 pages in length, exclusive of resumes, cover sheets, tables of contents, dividers, etc., printed on two sides and double-spaced. Materials submitted in excess of the specified 100 pages will not be reviewed. Preprinted, brochure material and/or sample documents requested may be included in the submittal, if desired, and will not be counted in the 100-page maximum.
11. **All proposals submitted for consideration shall be clearly marked on the outside cover of all envelopes, boxes or packages:**
 - From:** Name of Vendor
 - Street or P.O. Box number
 - City, State, Zip Code
 - Due date: **3:00 p.m., Friday, September 27, 2019**
 - RFP Number: **RFP# DCJS FY2020-01**
12. **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.

B. Specific Requirements

Proposals should be as thorough and detailed as possible so that the agency may properly evaluate the Offeror's capabilities to provide the required services. **Offerors are required to submit the following items as a complete proposal, tabbed in the order described below, and preferably in a three-ring binder.** Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the solicitation requirements are specifically addressed.

The submitted materials will become the property of the Virginia Department of Criminal Justice Services to be used and disseminated at the discretion thereof.

Tab 1: Required Forms

- RFP Cover Sheet and all addenda, if any, signed and filled out as required
- Proprietary/Confidential Information Identification Form
- Exceptions to RFP Form – DCJS will not make exceptions to the General Terms and Conditions or Special Terms and Conditions
- Vendor Data Sheet
- State Corporation Commission Form
- Subcontracting Plan
- Acknowledgment of any Addendum, including “DCJS Response to Questions”

Tab 2: Written Narrative Statement shall include (Please bold and address each requirement separately):

- Brief company profile (including sub-consultants, if any) and an affirmative statement as to why they are uniquely qualified for this contract.
- Name of the key contact person, including telephone number, fax number, email address and organizational website.
- Description of experience with similar projects.
- The names and qualifications of specific team members who will be assigned to this project, their role in the project and a resume listing their individual work experience in this role on similar projects.
- The Offeror shall provide a minimum of three letters of references for whom the Offeror has provided these services/products within the past three years. Include the dates of service (contract period), the business name, address, and name and telephone number of the contract administrator.
- The Offeror shall disclose any information about pending legal proceedings or business litigation against their company and on any team members who will be assigned to this project.

Tab 3: Statement of Needs - Please read the solicitation thoroughly and address each need/requirement individually (each requirement must be bolded) Points may be deducted if the evaluator is unable to identify the requested information:

- Products must be compatible with commonly used browsers.
- Describe in detail your company’s capabilities to satisfy the requirements for providing these services.
- Prepare a **detailed** written narrative addressing the methodology and approach for providing the services described.
- Indicate how soon your company would be able to begin providing this service after receipt of an award and execution of the contract.
- Provide an eLearning sample for review.
- Provide a sample eLearning module your company developed.
- Provide a link to a sample video your company developed.
- Provide information on how existing curriculum will be converted and/or developed.
- Describe the interactive components that can be integrated into the online training modules.
- Describe how content can be updated after initial release.
- What storage solution do you use for housing content for playback by external and internal customers?
- Provide detailed description on how issues with your product will be addressed.
- Any other information that the Offeror believes will be beneficial to the DCJS in evaluation of their proposal.

Tab 4: Demonstrated Knowledge, Skills and experience with the following:

- Describe your experience in converting classroom training to online eLearning.
- Describe your experience developing and revising online training on similar topics.
- Describe your experience in writing guide materials, developing videos.
- Describe your experience as it pertains to crisis planning and recovery and the needs of individuals with disabilities.
- Describe your ability to integrate Virginia law as it pertains to the Statement of Needs.
- Describe your company understanding of the accessibility requirement under Section 508 of the Rehabilitation Act of 1973, as amended.
- Describe your proposed process for addressing each requirement.
- Describe your process for identifying subject matter experts for curriculum development and online training modules.
- Describe your expertise in making content compatible with the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973 as it pertains to this solicitation.

Tab 5: Detailed Timeline: Provide a detailed timeline for completing each of the three components, including the total hours projected for each deliverable.

- Conversion of existing VCSCS classroom curricula and content into interactive online adult training modules
 - Please be sure to specify how many training modules could be converted on a monthly basis.
- Development of new interactive online training modules on VCSCS topics. Topics may include school safety issues such as Crisis Management, Critical Incident Response, Active Shooter and inclusion of students with disabilities in all aspects for school safety planning. VCSCS reserves the right to use DCJS staff and/or an advisory committee of subject matter experts to assist in the development and review of content and modules.
 - Please be sure to specify how many training modules could be developed on a monthly basis
- Development of interactive videos to accompany VCSCS topics as needed.
 - Please be sure to specify how many training videos could be developed on a monthly basis

Tab 6: Detailed Cost and Budget:

Budget narrative shall include a breakdown of all pricing components that relates to your proposed fixed price, including any potential travel-related expenses (GSA Per Diem rates www.gsa.gov/portal/category/100120), presentations, and any related expenses for curriculum development and training. Proposal **must** include a detailed budget outlining **all** expenses. No extra costs will be considered. Please do not modify the attached Price Summary form.

- **Submit a separate budget for each of the three components:**
 1. Converting existing VCSCS classroom curricula and content into interactive adult training modules
 2. Develop new interactive online training modules on VCSCS topics to include necessary research and input from advisory committees and VCSCS staff.
 3. Develop interactive videos to accompany VCSCS topics as needed.

Please note in your proposal if you accept credit card payments for invoices under \$5000.

VI. Evaluation and Award Criteria

- Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory requirements and Terms and Conditions set forth within the RFP document. Each proposal will be evaluated for completeness, clarity and understanding.
- **All proposals received will be evaluated by the agency using the following criteria:**

CRITERIA	POINT VALUE
Specific plans or methodology to be used to perform services, inclusive of the degree to which the Offeror has responded to the Statement of Needs. Proposal Presentation	20
Demonstrated qualifications of the Offeror, inclusive of experience and qualifications of personnel assigned to perform the services	20
Demonstrated understanding of the services and requirements outlined in the Statement of Needs and ability to provide the services in a reasonable time.	30
Small Business Sub-Contracting Plan	20
Cost	10
Total	100

VII. REPORTING AND DELIVERY INSTRUCTIONS

- A. The awarded contractor shall provide, on a bi-weekly basis, a written progress report outlining the following:**
1. The specific accomplishments achieved.
 2. The specific tasks completed pursuant to the provisions of the contract and any dated tasks determined.
 3. The projected completion dates for any remaining specific tasks required by the contract, if applicable.
- B. The awarded contractor shall provide proof of the following insurance, as required by DCJS (Please refer to term T in General Terms and Conditions):**
1. Worker’s Compensation Insurance.
 2. Employer’s Liability.
 3. Commercial General.

VIII. METHOD OF PAYMENT

The Contractor **shall** submit a fully itemized invoice that references the Purchase Order number, Contract number service description and date, name, job function, and hours of individual staff, if applicable. The Contractor **shall** mail/email invoice(s) to (**do not send invoices to the project manager**):

Virginia Department of Criminal Justice Services
Attn: Accounts Payable
1100 Bank Street, 12th Floor
Richmond, VA 23219
Or email: [Accounts Payable](mailto:Accounts Payable@dcjsfinancialservices@dcjs.virginia.gov) at dcjsfinancialservices@dcjs.virginia.gov

Invoice shall be due following DCJS acceptance of the following services.

1. Conversion of online training module
2. Development of online training module

Payment will be made thirty (30) days after receipt of a proper invoice in accordance with the Commonwealth of Virginia Prompt Payment Act.

IX. PRICING SCHEDULE:

The Offeror agrees to furnish services for the Virginia Department of Criminal Justice Services in compliance with the statement of needs, and terms and conditions at the prices to be negotiated.

X. AWARD OF CONTRACT:

Upon the award or the announcement of the decision to award a contract, as a result of this solicitation, the purchasing agency will post such notice on the DGS/DPS eVA website <http://www.eva.virginia.gov> for a minimum of 10 days.

XI. ADDITIONAL FORMS

The forms listed below must be completed and included in the proposal:

1. Proprietary/Confidential Information Identification
2. Exceptions to RFP
3. Vendor Data Sheet
4. State Corporation Commission Form
5. Small Business Subcontracting Plan

ATTACHMENT 1

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Name of Firm/Offeror: _____

The Offeror shall complete and provide the “Proprietary/Confidential Information Identification” sheet in **RFP DCJS FY19–03**. 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 *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 including the section and page numbers of the proposal in which it is contained 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. In addition, a summary of proprietary information submitted shall be submitted on this form. 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 such a classification designation, the proposal will be rejected.

Section/Title	Page Number(s)	Reason(s) for Withholding from Disclosure

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ATTACHMENT 2

EXCEPTIONS TO RFP# [INSERT DATE]

Name of Firm/Offeror: _____

Unless stated in this portion of the proposal, all Offerors will be considered to have accepted all the terms of the RFP, including all musts, shalls, and shoulds, terms and conditions, and any amendments as issued without exception.

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ATTACHMENT 3

VENDOR DATA SHEET

Note: The following information is required and failure to submit all information requested may result in the agency requiring prompt submission of missing information.

1. **Qualification:** The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **Vendor's Primary Contact:**
Name: _____ Phone: _____
3. **Years in Business:** Indicate the length of time you have been in business providing this type of goods or services:
_____ Years _____ Months
4. **Type of Business:** This information is requested for informational purposes only. Please indicate if your businesses one or more of the following:
 Small Business Individual Business Other:
 Woman-Owned Business Sole Proprietorship
 Minority-Owned Business Partnership
 Sheltered Workshop Corporation
5. **References:** All Offerors are to supply references from their three most recently awarded contracts on which they have been the prime contractor for furnishing the same or similar goods/services on a project of the same/similar size and scope. If the Offeror does not have three such contracts to report, then so state. All contact information provided must be current and accurate.

<i>First Reference</i>			
a. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	
<i>Second Reference</i>			
b. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	
<i>Third Reference</i>			
c. Company:		Contact:	
Address:			
Phone:		Email:	
Dates of Service:		\$ Value:	

6. Is your company registered with eVA, the Commonwealth's E-Procurement System? YES NO
7. Is your company certified by the Virginia Department of Small Business and Supplier Diversity (formerly the Virginia Department of Minority Business Enterprise)? YES NO

Please provide your certification number.

Expiration date:

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

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ATTACHMENT 4

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information.

The bidder:

- Is a corporation or other business entity with the following SCC identification number: **-OR-**
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- Is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name:

Title:

Name of Firm:

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ATTACHMENT 5

Small Business Subcontracting Plan

Virginia It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: Small business (including micro)” means a business, which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name:

Preparer Name:

Date:

Instructions

- If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- If you are not a DSBSD-certified small business, complete Section B of this Form. For the offeror to received credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror’s total price for the initial contract period.

Points will be assigned based on each offeror’s proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

Section A

If your company/firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), please provide your certification number and the date of certification:

Certification:

Certification Date:

Section B

Populate the table below to show your company/firm’s plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder’s total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

Micro/Small Business Name & Address DBSD Certification#	Status if Micro/Small Business is also: Women (w), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement during initial period of the contract	Planned Contract Dollars during initial period of the contract (\$ or %)
Totals \$					

XII. GENERAL TERMS AND CONDITIONS (Non-negotiable)

- 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.eva.virginia.gov under “Vendors Manual” on the vendors tab.
- 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, 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:** 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 the requirements of this section.
 - d. 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.
 - e. 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 subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000. 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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor 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 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 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 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 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) 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) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
- To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - 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 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.

Terms Q through S – Omitted by Virginia Department of Criminal Justice Services

T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 must be named as an additional insured and so endorsed on the policy.
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.)

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) (Limits increase each July 1 through fiscal year 2031 per <i>Code of Virginia</i> § 8.01-581.15.)	\$2,150,000 per occurrence, \$4,250,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000. 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, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site 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 by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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:
 - DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - 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. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **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.
- Z. **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 bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- BB. **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.

XIII. SPECIAL TERMS AND CONDITIONS (Non-negotiable)

- 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 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 the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right 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.
- 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 a purchase order with the applicable eVA transaction fee assessed. Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.
- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for one (1) year, under the terms (price, terms and conditions) of the current contract, and at a reasonable time (approximately 30 days) prior to the expiration.
- F. **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.

G. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

- a. Name of Offeror: Due Date: Time:
- b. Street or Box Number:
- c. City, State, Zip Code:
- d. RFP No./RFP Title: RFP# [INSERT DATE]-CSO/SSO Curriculum Revision and Instructor Training Module
- e. DSBSD-certified Small Business No.:
- f. Name of Buyer:

H. **E-VERIFY PROGRAM: EFFECTIVE 12/1/13. 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 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.

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

- 1. **Submission of Small Business Subcontracting Plan:** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities, if any, to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses when they have received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/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.
- 2. **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 timely 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.
- 3. **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, information on use of subcontractors that are DSBSD-certified businesses or ESOs.** The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type

(Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.

- b. **In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly, information on use of subcontractors that are not DSBSD-certified businesses.** The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- J. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.