Re:

To All Potential Offerors:
You are invited to submit a sealed proposal in accordance with requirements set forth in the attached solicitation issued by the Department of Criminal Justice Services (DCJS), an agency of the Commonwealth of Virginia, on behalf of the Criminal Justice Research Center. The Commonwealth is accepting sealed proposals for the “Evaluation of the Implementation and Impact of the Administrative Response Matrix (ARM) in Virginia Probation and Parole Districts”.
Original proposals, signed by your contractually binding authority, plus three (3) additional unbound copies, must be received by the issuing agency no later than Monday, March 13, 2017 at 3:00 p.m.

If any prospective offeror has questions about the Statement of Needs or other solicitation documents, then it is the offeror’s responsibility to contact Feliscia Bagby, CPPB, VCO. **Email inquiries accepted only and may be sent to:** feliscia.bagby@dcjs.virginia.gov by 11:00 a.m. by **Tuesday, February 28, 2017.**
Responses to questions received will be posted in eVa. No inquiries will be considered after this date.

Feliscia Bagby, CPPB, VCO
Procurement Officer

Attachment:
REQUEST FOR PROPOSAL

Issue Date: Wednesday, February 22, 2017

Title: Evaluation of the Implementation and Impact of the Administrative Response Matrix (ARM) in Virginia Probation and Parole Districts

Commodity Code: 91812

Issuing Agency: Commonwealth of Virginia
Virginia Department of Criminal Justice Services

Using Agency And/Or Location Where Work Will Be Performed: Commonwealth of Virginia

Period of Contract: Date of Contract through June 30, 2022

Sealed Proposals Will Be Received Until 3:00 p.m., Monday, March 13, 2017. For Furnishing The Goods/Services Described Herein.

All Inquiries shall be made by email only. Subject Line: RFP DCJS FY17-03 Questions. Inquiries Should Be Directed To: Feliscia Bagby, Email: feliscia.bagby@dcjs.virginia.gov. No inquiries will be considered after Tuesday, February 28, 2017 at 11:00 am.

All proposals must be received at the following address by the date and time shown on this cover page of the solicitation. Any proposals received after the stated time and date will be returned unopened.

Commonwealth of Virginia
Department of Criminal Justice Services
Attn: Feliscia Bagby, CPPB, VCO
1100 Bank Street, 12th Floor
Richmond, Virginia 23219

Company Name: _______________________________
Address: ______________________________________
City/State/ZIP: ________________________________
Signature: _____________________________________
Printed Name: _________________________________
Title: _________________________________________
Date: ________________________________________
Email: _________________________________________
Telephone: ____________________________________
Fax: __________________________________________
Cell: _________________________________________
Contractor’s TIN: ______________________________
eVA Vendor ID or DUNS Number: _________________
Vendor SCC ID: ________________________________

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

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

The Department of Criminal Justice Services (DCJS) is seeking a vendor to design and conduct an evaluation of the Virginia Department of Corrections’ (VADOC) Administrative Response Matrix (ARM) as it is deployed to selected probation/parole offices across Virginia.

The ARM is an automated system that will guide probation officers in selecting specific sanctions and incentives to use when responding to supervision events such as violations and positive prosocial behaviors. The ARM incorporates the risk/need of the offender based on a risk assessment instrument and the severity of the violation to determine appropriate responses. The goal is to improve supervision strategies by responding to all violation behaviors and prosocial actions in consistent ways that reinforce supervision and case planning goals, and reduce the likelihood of technical and new crime violations resulting in costly court revocations and incarceration. The ARM will also enhance VADOC’s data collection and reporting abilities for evidence-based practices (EBP) fidelity management.

II. BACKGROUND

The Department of Corrections supervises nearly 60,000 probationers and parolees in 43 diverse probation and parole districts across Virginia. In FY2015, there were 5,823 revocation events for probation technical violations alone, which is 51% of all probation revocation events for the year. More than one-half of the technical violation sentences were served in jails, with a median sentence length of 4.9 months. More than one-quarter of the violations resulted in a prison sentence, with a median sentence length of 1.9 years.

The ARM expansion is funded by a Smart Supervision grant from the U.S. Department of Justice’s Bureau of Justice Assistance to the Virginia Department of Corrections (DOC), which will supervise the ARM expansion project. The DOC has made a subaward to the Department of Criminal Justice Services to conduct the evaluation of the ARM expansion. DCJS is seeking a qualified vendor to design and conduct this evaluation.

VADOC now has difficulty in consistently applying evidence based practices (EBP) when responding to probationer/parolee success or problematic behavior. There is no objective operational method or application within VADOC for probation officers to use that ensures the EBP principles of swiftness, certainty, consistency, neutrality, and proportionality are applied when addressing violation behaviors of offenders or incentives for prosocial behaviors. The officer’s decision is often guided by the perceived risk tolerance of the community or agency and not the risk of the offender, the degree of noncompliance or the availability of sanctions. Even rarer is the use of rewards for desired behavior in a structured fashion. The consequences of officer responses to noncompliance are clearly reflected in the fact that over 5,800
probationers appeared before a sentencing court for technical violations alone and 77% of them received either a jail or penitentiary sentence. These outcomes have occurred despite aggressive training in officer communication skills, cognitive interventions and the use of a validated risk assessment tool.

The ARM project is modeled on a similar project that the Charlottesville/Albemarle area began in 2010. A stand-alone computerized ARM was developed for use in the two sites to help address a lack of adherence to evidence-based practices in responses to noncompliant behavior. As a result, both offices experienced a decrease in revocations, with state probationers showing a 28% decrease in technical revocations. The local jail experienced significant savings in bed day utilization due to the decrease in probation revocations (over $2.1M for both state and local probation violators).

The initial results in this one location have been promising enough that VADOC wishes to develop a similar ARM model within the VADOC’s statewide case management data system (VACORIS), with greater emphasis on risk/needs and other evidence-based principles. Beginning in 2017, DOC will begin the technical work to add an ARM module to VACORIS, make it available to selected probation/parole test sites, train probation/parole officers in the proper use of the ARM, and monitor its use in supervision. For this project, use of the VACORIS ARM model will be implemented and evaluated in ten state probation/parole districts over a five-year period.

Data collection and evaluation are critical to determine if use of the VACORIS ARM by the ten test sites will yield results similar to those seen in the Charlottesville/Albemarle sites. Ultimately, if the project proves successful, VADOC would implement the ARM statewide following the test period. If similar reductions in revocations and the use of jail and prison beds can be realized, significant savings statewide would be generated in state and local budgets.

- For more detail on the need for the ARM, see Attachment 1 “DOC Smart Supervision Problem Statement.” For more detail on the Charlottesville/Albemarle ARM, see
  - Attach_1 DOC Smart Supervision Problem Statement.pdf
  - Attach_2 Charlottesville Albemarle Design Document.pdf
  - Attach_3 Probation Administration Response Outcomes FY15.pdf

**Data Collection and Availability**

It is anticipated that most of the quantitative data regarding offenders, sanctions and rewards, recidivism, and treatment will be produced by VACORIS and the proposed ARM expansion to the system. The evaluator will work with DCJS and VADOC during the development of the VACORIS ARM to ensure that quality data can be captured and relevant reports can be generated to measure outcomes. This will include data on sanctions and interventions for noncompliant behavior used by probation staff as well as rewards for positive progress. Data from the system, as well as other methods to be
determined during the planning phase, will provide data as needed to document, monitor, and report on performance as needed in required grant reports. Additionally, data reports will be provided to each test site for review of performance metrics and fidelity.

The VADOC Corrections Technology Services Unit (CSTU) will be responsible for all technical/IT work required to install the ARM in VACORIS and to make it available to the probation and parole offices. VADOC will also be responsible for developing and providing all ARM-related training to probation and parole staff. The evaluator will be responsible for providing assistance to VADOC at these stages to ensure that data collection required for the evaluation is incorporated.

Existing VACORIS data and data to be added through the implementation of an ARM will provide for the collection of data key to this project, including, but not limited to: demographics, risk/needs assessments and criminogenic factors, case plan information; type and level of supervision; supervising officer; sanctions for technical violations; and rewards for prosocial behavior.

Other data will be used as needed for more detailed recidivism measures and jail/prison cost savings, such as criminal history data from the Virginia State Police (VSP) and conviction data from the Virginia Criminal Sentencing Commission (VCSC). The VADOC Research and Evaluation Unit and the DCJS Criminal Justice Research Center have existing relationships with VSP and VCSC which will be leveraged to gather the additional data as may be needed for the project.

During the planning stage other means as may be necessary to report on performance measures that may not be available via VACORIS (such as partnership and training measures) will be identified and data collection strategies developed.

Specified Project Conditions For administrative and logistical reasons, VADOC and DCJS have tentatively identified the ten VADOC probation/parole office test sites in Virginia (Bedford, Charlottesville, Emporia, Fairfax, Farmville, Henrico, Norfolk, Staunton, Suffolk, and Wytheville). The ten control sites have yet to be determined. These sites were chosen based on geographic representativeness, probationer caseload sizes, and other factors including sites with adequate resources and staff, and sites with court systems willing to participate in the project. The total probation/parole population of the selected test sites is expected to be approximately 10,000.

During FY2014, VADOC revocation data showed that 25,441 probationers/parolees were removed from supervision for technical violations and new crime revocations. Of this number, 7,567 (30%) were returned to jail or prison. Therefore, VADOC has established a baseline recidivism rate (defined as return to jail or prison) of 30% for this project.

This project is not expected to constitute “research” for purposes of applicable Department of Justice human subjects’ protection regulations.

Evaluation of Implementation and Impact of Administrative Response Matrix in VA Probation and Parole

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III. Statement of Needs:

The proposal should describe the vendor’s proposed strategies and approaches for four components of the ARM project evaluation:

A. Overall Evaluation Plan
B. Implementation Evaluation
C. Outcome Evaluation
D. Final Evaluation Report

 Desired goals and objectives for each of these four components are described in more detail below.

A. Overall Evaluation Plan

Specific details of the evaluation plan will be defined by the vendor, working in conjunction with DCJS and VADOC. The framing of specific evaluation questions, methodologies, measures, analytic approaches and study limitations will be discussed and decided after contract award. However, in responding to this RFP, the vendor shall provide DCJS with a proposed plan that addresses the following topics:

• Your understanding of the ARM project, its goals, and the evaluation requirements
• An implementation evaluation to assess how the ARM is deployed
• An outcome evaluation to describe and assess how use of the ARM affects probationer success
• A logic model which identifies the major activities and measures to be examined in the implementation and outcome evaluations
• The logical relationships between the activities and measures in the model
• Identification of the data elements and measures needed to assess each activity, as well as any potential data availability or quality issues anticipated and possible strategies for addressing these issues
• Data collection strategies, including data sources and data monitoring
• Appropriate statistical comparisons to be made, statistical analysis strategies
• An evaluation plan timeline
• Topics that may need to be addressed in a final report regarding lessons learned from the evaluation that would assist VADOC in planning for statewide expansion of the ARM
B. Process Evaluation

The process evaluation should examine and assess the degree to which the ARM is deployed and used according to VADOC’s plans in the ten test sites. The evaluation should identify and document how any issues encountered during deployment and use may affect the project’s outcome measures, and document any issues which would be a concern in any future statewide expansion of the ARM.

At a minimum, the process evaluation should:

- Assess the extent to which the ARM is incorporated into the VACORIS system according to plan, identify notable successes and/or problems encountered, and how these could affect the desired project outcomes
- Assess the extent to which the ARM is made available to probation/parole offices, identify notable successes and/or problems encountered, and how these could affect the desired project outcomes
- Assess the extent to which training in use of the ARM and associated EBPs is provided to probation/parole officers, notable successes and/or problems encountered, and how these could affect the desired project outcomes
- Assess the extent to which the ARM program is implemented with fidelity at the test sites, and an assessment of reasons why or why not fidelity is achieved
- The vendor may be asked to provide interim reviews and feedback to ensure project fidelity and implementation consistency (TBD during the detailed evaluation planning)

C. Outcome Evaluation

The outcome evaluation should examine and assess the effects of the ARM in reducing probationer violations and increasing fidelity to evidence based practices. At a minimum, the outcome evaluation should examine:

- Numbers of revocations for probation technical violations and for other probation infractions
- Number of violations being heard in court
- Jail/prison costs for technical violator and other probation violation beds
- Fidelity to EBP by probation officers when responding to supervision events
- Consistency in responding to positive and negative supervision events
- Swiftness in responding to positive and negative supervision events
• Number/percent of successful and unsuccessful probation terminations
• Comparative characteristics of probationers with successful and unsuccessful probation terminations (demographics, prior offenses, risk level, etc.)
• Reasons for, and characteristics of, unsuccessful terminations (types of violations)
• Time to unsuccessful terminations
• Assessment of other factors which may affect interpretation of the ARM evaluation measures
• The vendor may be asked to provide interim reviews and feedback to ensure project fidelity and implementation consistency (TBD during the detailed evaluation planning)

D. Final Evaluation Report
The final evaluation report should include, at a minimum, the following:
• Description of evaluation research methodology and process, with sufficient detail to permit replication of the evaluation if needed during statewide deployment of the ARM
• Findings from Implementation Evaluation
• Findings from the Outcome Evaluation
• Based on “lessons learned” from the evaluation, recommendations for VADOC regarding plans for further statewide implementation of the ARM, including strategies for replicating successful aspects of the project and avoiding potential problems identified during the project

The evaluation tool will become the property of the Virginia Department of Criminal Justice Services, Criminal Justice Research Center.

IV. Proposal Preparation and Submission Requirements
The Agency is committed to increasing the opportunities for participation of small businesses and service disabled veteran business owners and strongly encourages offerors to utilize the services of local Small Business and Micro Small Business subcontractors. Small Business, Micro Small Business and Business owners that are service disabled veterans can be identified at www.sbsd.virginia.gov or you may contact the Department of Small Business and Supplier Diversity at 804.786.6585.
A. GENERAL REQUIREMENTS:

1. RFP 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 hardcopy marked “Original “plus three (3) additional bound copies, must be received by the issuing agency no later than Monday, March 13, 2017; 3:00 PM.

2. Proposal Preparation and Administration:

   a. 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.

   b. This RFP is governed by the VPPA, §2.2-4300 et seq. of the Code of Virginia, and other applicable laws.

   c. By submitting their proposals, Suppliers 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. Anti-Discrimination- §2.2-4343(1)(E), §2.2-4310 and §2.2-4311

   d. 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. Ethics in Public Contracting - §2.2-4367

   e. Proposals shall be signed by an authorized representative of the offeror. The original proposal must be clearly marked “Original.”

   f. All information requested must be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or which 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.
g. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements. Emphasis should be placed on completeness and clarity of content. Expensive bindings, color displays, promotional materials, demo CDs, etc. are not necessary and will not influence the award decision.

h. Proposals should be organized in the order in which the requirements are presented in the solicitation.

i. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section. It is also helpful to cite the paragraph number, subletter, and repeat the rest of the requirement as it appears in the solicitation. **We strongly recommend tabbing each section separately.** If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page.

j. The proposal should contain a table of contents, which cross-references the requirements. Information which the offeror desires to present that does not fall with 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 the requirements specifically addressed.

k. 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.

l. 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 Section 1152D 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. **The classifications of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets are not acceptable and will result in rejection and return of the proposal.**
m. 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.

n. Submittal Restrictions: Submittal text shall be limited to 50 pages in length, exclusive of resumes, cover sheets, tables of content, dividers, etc., printed on two sides and double spaced. Materials submitted in excess of the specified 50 pages will not be reviewed. Preprinted, brochure material may be included in the submittal if desired and will not be counted in the 50 page maximum.

o. 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: Monday, March 13, 2017; 3:00 PM
RFP Number: RFP# DCJS FY17-03

p. 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 state 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 state 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.

MANADATORY REQUIREMENTS:
Proposals should be as thorough and detailed as possible so that the agency may properly evaluate the Contractor's capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal tabbed and in the order described below and preferably in a 3-ring binder. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

• The Offeror (s) must demonstrate their ability and experience related to evaluation of similar programs, and to measure and evaluate the fidelity, effectiveness and outcomes of the ARM implementation, cost-saving opportunities, and the identification of potential problem areas, if any.
**Tab 1:**

- 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

**Tab 2:** A written narrative statement shall include:

- 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 organization website.
- Description of past experience
- 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 (3) references of organizations specifically state and federal governments, if applicable, for whom the Offeror has provided these services within the past three (3) years. Include the date(s) when service was performed, the business name, address, and name and telephone number of the contract administrator.
- The Offeror shall include sample as an example of work to be viewed by the RFP evaluation committee.

**Tab 3:** “Statement of Needs” – Please read the solicitation thoroughly and address each need/requirement individually (page 5, 6):

- Describe in detail your company’s capabilities to satisfy the requirements for providing these services.
- Prepare a 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.

**Tab 4:** Detailed Proposal Price, Budget and Timeline

- Costs shall be inclusive of labor, materials, travel, freight (F.O.B. Destination) and all costs required for providing this service. No extra charges allowed.
- Budget Narrative shall include a breakdown of all pricing components.
A. EVALUATION: 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.

B. The proposals will be evaluated by the agency using the following criteria:

**CRITERIA:**

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<tr>
<td>Project Approach and Work Schedule</td>
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<td>Experience and qualifications of personnel assigned to perform the services</td>
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<td>Small Business Subcontracting Plan</td>
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<td>Proposed Cost</td>
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</table>

VI. REPORTING AND DELIVERY INSTRUCTIONS:

The timelines below should be used for planning purposes and generally will be followed. The timelines assume that a final contract is approved on or about March 27, 2017. The Projected Project Timeline may vary depending on the contract approval date and adjustments made in conjunction with the vendor during the detailed evaluation planning phase.

<table>
<thead>
<tr>
<th>Projected Project Timeline</th>
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<tr>
<td>Develop evaluation plan (problem analysis; logic model; summary of strategies and intended outcomes; measures; implementation and evaluation schedule)</td>
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<tr>
<td>Implement necessary ARM data collection and reporting into VACORIS System</td>
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<tr>
<td>Assist DCJS/VADOC in identifying key data and reporting needed for evaluation as ARM is incorporated into VACORIS</td>
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<tr>
<td>Implement ARM in ten VADOC probation/parole districts</td>
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<td>Develop training for probation officers and supervisors</td>
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<td>Monitor and provide support to staff</td>
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<td>Review data for accuracy and intended purpose</td>
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The timelines below should be used for planning purposes and generally will be followed. The timelines assume that a final contract is approved on or about February 24, 2017. The Projected Project Timeline may vary depending on the contract approval date and adjustments made in conjunction with the vendor during the detailed evaluation planning phase.

<table>
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<th>RFP Projected Timeline</th>
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<tr>
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<td>Deadline to Submit Questions</td>
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<td>Response to Questions Posted in eVA</td>
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<tr>
<td>RFP Submission Deadline</td>
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<td>RFP Review/Negotiation(s) Completed on or before</td>
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<td>Award Notification on or before</td>
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For planning purposes, it is assumed that the percentage of time the contractor will spend working on this five-year project will generally be distributed as follows:

| Year 1 | 20% | -Develop evaluation plan  
|--------|-----| -Identify evaluation data needs, assist DCJS/VADOC in incorporating needed data collection and reporting into ARM and VACORIS |
| Year 2 | 10% | -Monitor and collect data on ARM implementation  
|        |     | -Identify and respond to data collection issues as they arise |
| Year 3 | 10% | -Monitor and collect data on ARM implementation  
|        |     | -Identify and respond to data collection issues as they arise |
| Year 4 | 30% | -Collect data on ARM implementation, begin analysis |
VII. **METHOD OF PAYMENT:**

Upon satisfactory completion, the Offeror shall submit a fully itemized invoice that references the purchase order number, service description, and date. Payment will be made thirty (30) days after receipt of a proper invoice for the amount of payment due, in accordance with the Commonwealth of Virginia Prompt Payment Act.

The Offeror shall submit its invoice to the Department of Criminal Justice Services, Attn: Nina Pittman Smith, 1100 Bank Street, 12th Floor, Richmond, VA 23219

VIII. **PRICING SCHEDULE:**

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

IX. **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](http://www.eva.virginia.gov) for a minimum of 10 days.

X. **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 SUB CONTRACTING PLAN
Name of Firm/Offeror: ______________________________

The Offeror shall complete and provide the “Proprietary/Confidential Information Identification” sheet in RFP# DCJS FY17-03. 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.

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Attachment - 2

EXCEPTIONS TO RFP# DCJS FY17-03

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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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.
   a. Company: ______________________________________  Contact: _______________
      Address:  ______________________________________________________________
      Phone :(_____) _____________ Email:_______________________________________
      Dates of Service: _________________________________$ Value: ________________
   b. Company: ______________________________________  Contact: _______________
      Address:  ______________________________________________________________
      Phone :(_____) _____________ Email:_______________________________________
      Dates of Service: _________________________________$ Value: ________________
   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: __________

RETURN OF THIS PAGE IS REQUIRED
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: ______________________________________________ Print Name

Title: _______________________________________________

Name of Firm: _______________________________________
Attachment - 5

Small Business Subcontracting Plan

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan.

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- and minority-owned businesses 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 under the definitions below.

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

Offeror Name: _____________________________________________
Preparer Name: ____________________________ Date: ____________________

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive 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 firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification Number:______________________Certification Date:____________________
Section B

Populate the table below to show your 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 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.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

<table>
<thead>
<tr>
<th>Micro/Small Business Name &amp; Address</th>
<th>DSBSD Certificate #</th>
<th>Status if Micro/Small Business is also: Women (W), Minority (M)</th>
<th>Contact Person, Telephone &amp; Email</th>
<th>Type of Goods and/or Services</th>
<th>Planned Involvement During Initial Period of the Contract</th>
<th>Planned Contract Dollars During Initial Period of the Contract ($ or %)</th>
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Totals $
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](http://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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:

   a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By 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.

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**

1. Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
J. **PAYMENT:**

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

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

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror’s physical facilities prior to award to satisfy questions regarding the offeror’s capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the 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 through S deleted by DCJS

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

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. **Workers’ Compensation** - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. **Employer’s Liability** - $100,000.

3. **Commercial General Liability** - $1,000,000 per occurrence 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.)

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<th>Profession/Service</th>
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<tr>
<td>Accounting</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<tr>
<td>Architecture</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
</tr>
<tr>
<td>Asbestos Design, Inspection or Abatement Contractors</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
</tr>
<tr>
<td>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.)</td>
<td>$2,150,000 per occurrence, $4,250,000 aggregate</td>
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(Limits increase each July 1 through fiscal year 2031 per Code of Virginia § 8.01-581.15.)

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<th>Limit Details</th>
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<tr>
<td>Insurance/Risk Management</td>
<td>$1,000,000 per occurrence, $3,000,000 aggregate</td>
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<td>Landscape/Architecture</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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<tr>
<td>Legal</td>
<td>$1,000,000 per occurrence, $5,000,000 aggregate</td>
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<tr>
<td>Professional Engineer</td>
<td>$2,000,000 per occurrence, $6,000,000 aggregate</td>
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<tr>
<td>Surveying</td>
<td>$1,000,000 per occurrence, $1,000,000 aggregate</td>
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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:** 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:** An 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 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:
   (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.

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 of the funds available or which may hereafter become 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 include 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.
IX. **SPECIAL TERMS AND CONDITIONS (Non-negotiable)**

1. **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.

2. **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.

3. **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 be terminated by either party, 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.

4. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders with the eVA transaction fee assessed for each order.

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.

5. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**
If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service disabled veteran-owned businesses.”

6. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for one year, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

7. **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:

   From: ____________________________________________________________
   Name of Bidder/Offeror  Due Date  Time
   ______________________
   Street or Box Number  IFB No./RFP No.
   ______________________
   City, State, Zip Code  IFB/RFP Title
   ______________________
   DSBSD-certified Micro Business or Small Business No. ______________________
   Name of Contract/Purchase Officer or Buyer ____________________________

8. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth’s use and acceptance of such form, or its acceptance of Contractor’s statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

9. **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.