

REQUEST FOR PROPOSAL
Small Business Set-Aside Award Priority

Issue Date: February 22, 2018

URFP DCJS FY18-04

Title: Virginia Comprehensive Opioid Abuse Planning Grant Consultant

Commodity Code: 91803

Issuing Agency: Commonwealth of Virginia
Department of Criminal Justice Services

Using Agency and/or Location Where Work Will Be Performed: Commonwealth of Virginia

Period of Contract: May 1, 2018, through May 1, 2019

Sealed Proposals Will Be Received Until 3:00 p.m., **March 23, 2018**. For Furnishing The Goods/Services Described Herein.

All Inquiries shall be made by email only. Inquiries Should Be Directed To: Feliscia Bagby, CPPB, VCO; Email: feliscia.bagby@dcjs.virginia.gov. No inquiries will be considered after **March 7, 2018 at 11:00 a.m.**

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.

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

Company Name: _____	Email: _____
Address: _____	Telephone: _____
City/State/ZIP: _____	Fax: _____
Signature: _____	Cell: _____
Printed Name: _____	Contractor's TIN: _____
Title: _____	eVA Vendor ID or DUNS Number: _____
Date: _____	Vendor SCC ID: _____

In compliance with this Request For Proposals (URFP) and all conditions imposed in this URFP, 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.

Table of Contents

CONTENT	PAGE
I. Purpose	3
II. Background	3
III. Statement of Needs	3
IV. Proposal Preparation and Submission Requirements.....	5
V. Specific Requirements	6
VI. Evaluation and Award Criteria	9
VII. Reporting and Delivery	9
VIII. Method of Payment.....	9
IX. Pricing Schedule.....	10
X. Award of Contract.....	10
XI. Additional Forms (Attachments).....	10
1. Proprietary/Confidential Information Identification	11
2. Exception Request	12
3. Vendor Data Sheet.....	13
4. State Corporation Commission Form	14
5. Small Business Sub-Contracting Plan.....	15
XII. General Terms and Conditions.....	17
XIII. Special Terms and Conditions	23

I. PURPOSE

The Department of Criminal Justice Services (DCJS) is seeking a contractor to manage and coordinate all aspects of the Comprehensive Opioid Abuse Planning Grant during a 12-month period. The successful contractor will develop a statewide framework/model to increase understanding and enhance collaboration among relevant stakeholders for individuals with substance use disorders (SUDs) who come into contact with the criminal justice system.

II. BACKGROUND

In 2016, Virginia's State Health Commissioner declared the opioid addiction crisis a Public Health Emergency, due to the growing number of overdoses and the presence of Fentanyl and Carfentanil in the state. Emergency department visits for heroin overdose continue to increase substantially. Fatal drug overdoses continue to increase and are the number one cause of unnatural death in Virginia.

DCJS applied for federal funding to develop a statewide framework/model to enhance collaboration among relevant stakeholders for individuals with substance use disorders (SUDs) who come into contact with the criminal justice system. The framework/model will build upon policies, practices, and current efforts used to retain individuals with SUDs in treatment and recovery. The framework/model will also contain strategies to increase the use of evidence-based alternatives to incarceration.

III. STATEMENT OF NEEDS

The proposal should describe the offeror's relevant qualifications and experience for this project, as well as proposed strategies and approaches for accomplishing the major components of the project. Desired goals and objectives for this project are detailed below.

A. System evaluation and identification of gaps and resources: Currently there are inadequate treatment services to meet the needs of individuals with SUDs who come into contact with the criminal justice system. The successful contractor will collect and analyze data, as well as leverage the knowledge and experience of the Project Advisory Committee to identify gaps and resources at each point of contact within the criminal justice system. Information gathered during the project will be used to develop a multi-system framework/model for engaging individuals with SUDs, and who are involved in the criminal justice system, in recovery services.

B. Develop a statewide framework/model that focuses on multi-system collaboration to engage individuals with SUDs, and who are involved in the criminal justice system, in recovery services: The plan shall:

- Identify and utilize evidence-based practices that have been proven effective in addressing the needs of individuals with SUDs who are involved in the criminal justice system.
- Focus on evidence-based practices for local mental health service providers to engage and retain individuals in SUD recovery services while also addressing criminogenic behavior.
- Identify policies and practices to assist localities in engaging and retaining individuals with SUDs in recovery services.
- Identify and utilize strategies to increase the use of alternatives to incarceration and reduce overdose deaths.
- Identify appropriate training for staff, and training/models on alternatives to incarceration for courts, judges, and other justice staff.
- Included a methodology for statistical analysis of processes and for measuring outcomes.

C. Provide periodic progress reports to DCJS management and the Bureau of Justice Assistance (BJA)

- Provide periodic project progress reports to DCJS management on a schedule to be developed following contract award.
- Notify DCJS management of any project performance, scheduling, or other issues which may impede the project, and work with DCJS to develop corrective actions.
- Collect and submit all necessary grant performance measures through the BJA online Performance Measurement Tool.

D. Apply for implementation funding: Upon completion of the planning phase, the state team may identify and apply for funding to implement the plan at the target sites identified during the planning phase.

The Project Consultant duties shall include:

- Provide monthly project progress reports to DCJS management.
- Collect and submit all necessary grant performance measures through Bureau of Justice Assistance (BJA) online Performance Measurement Tool.
- Assemble and establish a state team of approximately 15-20 stakeholders. The team will assist in the development of a framework/model that focuses on collaboration across the criminal justice and behavioral health systems to engage individuals involved in the criminal justice system with SUD recovery services.
- Convene meetings of the state team and workgroups.
- Conduct research and activities to identify resources and gaps in services to meet the needs of individuals with SUDs.
- Identify evidence-based integrated approaches that routinely refer individuals with SUDs to appropriate recovery services.
- Identify evidence-based practices for SUD providers to engage and retain individuals in recovery services while also addressing criminogenic behavior.
- Facilitate the development of a statewide framework/model to avoid unnecessary incarceration for low-risk defendants or offenders with a SUD.
- Develop a methodology for statistical analysis of processes and for measuring outcomes for the statewide framework/model.
- Coordinate the identification of initial target sites for framework/model implementation.
- Identify and apply for funding for framework/model implementation at initial target sites.
- Develop a BJA-branded report documenting the project's outputs, outcomes, and performance measures to support replication of the project.
- Attend all required meetings during the project period.

Skills/experience required:

- Project management experience on similar projects.
 - Ability to establish project timelines and keep project on schedule.
 - Ability to coordinate meetings and set agendas for meetings of state and local stakeholders.
 - Ability to coordinate work involving multiple state and local agencies.
- Familiarity with the criminal justice system process and procedures.
- Familiarity with treatment and services for individuals with substance use disorders.
- Familiarity with policy review and development at the state and local level.

Projected Project Timeline	
Execute contact with offeror	May 2018
System evaluation and mapping of gaps and resources complete	August 2018
Statewide framework and plan that focuses on multi-system collaboration for SUDs complete	November 2018
Pilot sites identified for implementation	December 2018
Application for implementation funding complete	February 2019
Publish final report on project	April 2019

IV. 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 hardcopy marked "Original", plus five (5) additional bound copies, **must** be received by the issuing agency no later than Friday, March 23, 2018; 3:00 p.m. No other distribution of the proposal shall be made by the offeror.

Proposal Preparation:

This URFP 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. In submitting a proposal the offeror agrees to abide by the Virginia Public Procurement Act and the General/Special Terms and Condition provided in the solicitation.

1. Proposals **must** be signed by an authorized representative of the Offeror. The original proposal **must** be clearly marked "Original."
2. 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.
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. Tabbing each section separately is strongly recommended. 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 should 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.
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. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets are 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 URFP shall be borne by the Offeror.
10. Submittal Restrictions: Submittal text shall be limited to 50 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 50 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 50 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: Friday, March 23, 2018; 3:00 p.m.
URFP Number: DCJS FY18-04

12. ORAL PRESENTATION: Offerors who submit a proposal in response to this URFP 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.

V. 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

1. URFP Cover sheet and all addenda, if any, signed and filled out as required
2. Proprietary/Confidential Information Identification Form
3. Exceptions to URFP Form – DCJS will not make exceptions to the General Terms and Conditions or Special Terms and Conditions
4. Vendor Data Sheet
5. State Corporation Commission Form

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

- A brief individual or company profile and an affirmative statement as to why they are uniquely qualified for this contract
- Name and contact information of the key contact person, including telephone number, fax number, e-mail address, and organization website (if applicable)
- The names and qualifications of specific team members who will be assigned to this project, their role in the project, their hourly rate and a resume' listing their individual work experience in this role on similar projects
- The Offeror **shall** provide a minimum of three (3) letters of reference for whom the Offeror and key personnel have provided these services within the past five (5) years
 - Include the date(s) when service was performed, the business name, address, and name and telephone number of the contract administrator

Tab 3: "Statement of Needs" – Please read the solicitation thoroughly and **address each need/requirement individually** (Page 3-5):

- Describe in detail your/your company's capabilities to satisfy the requirements for providing these services
- Indicate how soon you/your company would be able to begin working on this project after receipt of an award and execution of the contract
- Describe your project management experience on similar projects
- Describe your ability to establish project timelines and keep project(s) on schedule
- Describe your ability to facilitate meetings of state and local stakeholders
- Describe your familiarity with substance use disorder recovery services along the criminal justice system continuum
- Describe your familiarity coordinating work involving multiple state and local agencies
- Description of past experience with grant awards specifically on managing state and federal grant funds

Tab 4: Demonstrate knowledge, skills, and experience with the following:

- Working with agencies and community organizations
- Managing multiple projects and coordinating communication and activities with multiple stakeholders
- Workflow development and workflow implementation

Tab 5: Detailed Proposal Price, Budget, and Timeline

Budget narrative shall include a breakdown of all pricing components that were established to your proposed fixed price, including any potential travel-related expenses, presentations, and any and all related expenses. **Proposal MUST include a detailed budget outlining ALL expenses**

- Provide hourly rates for each job function.
- Provide a detailed project timeline.

VI. EVALUATION AND AWARD CRITERIA

Each proposal will be evaluated for full compliance with the URFP instructions to the Offeror and the mandatory requirements and Terms and Conditions set forth within the URFP 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	35
Demonstrated qualifications of the Offeror, inclusive of experience and qualifications of personnel assigned to perform the services	35
Demonstrated understanding of the services and requirements outlined in the Statement of Needs and ability to provide the services in a reasonable time	20
Cost	10

VII. REPORTING AND DELIVERY INSTRUCTIONS

A. The awarded contractor shall provide, on a monthly basis, a written progress report to DCJS 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

Projected Project Timeline	
Execute contract with offeror	April 2018
System evaluation and mapping of gaps and resources complete	August 2018
Statewide framework and plan that focuses on multi-system collaboration for SUDs complete	November 2018
Pilot sites identified for implementation	December 2018
Application for implementation funding complete	February 2019
Publish final report on project	April 2019

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
4. Automobile Insurance

VIII. METHOD OF PAYMENT

The Contractor **shall** submit a fully itemized invoice, at the end of each month that references the Purchase Order number, Contract number, service description and date, name, job function, and hours of individual staff.

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 Contractor **shall** submit invoice(s) to:

Virginia Department of Criminal Justice Services
Attn: Accounts Payable
1100 Bank Street, 12th Floor
Richmond, VA 23219

IX. 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.

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 URFP
3. VENDOR DATA SHEET
4. STATE CORPORATION COMMISSION FORM

Attachment-1

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

URFP# DCJS FY18-04

Name of Firm/Offeror: _____

The Offeror shall complete and provide the “Proprietary/Confidential Information Identification” sheet in URFP# DCJS FY18-04. 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

RETURN OF THIS PAGE IS REQUIRED

Attachment–2

EXCEPTIONS TO URFP# DCJS FY18-04

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 URFP, including all musts, shalls, and shoulds, terms and conditions, and any amendments as issued without exception.

RETURN OF THIS PAGE IS REQUIRED

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.
 - 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

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: _____
Print Name

Title: _____

Name of Firm: _____

RETURN OF THIS PAGE IS REQUIRED

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 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.)
- 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)

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:** Selection shall be made of two or more DSBSD-certified micro business 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, provided that the price proposal is for less than \$10,000. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one DSBSD-certified micro business offeror is fully qualified, or that one such offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Any award to a DSBSD-certified micro business offeror pursuant to the above process may be made only if the price as negotiated remains under \$10,000. 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. If the agency in its sole discretion determines that the above criteria for limiting the negotiation to micro businesses are not present, the agency shall follow the same process as specified above, but restricting the negotiation instead to DSBSD-certified small business offerors, provided that the price proposal is not more than \$100,000. If the agency determines that the above criteria for limiting the negotiation to small businesses are not present, the agency shall follow the same process as specified above, but without restricting the negotiation to small or micro business offerors.
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 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.

4. **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.
5. **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.
6. **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:

Name of Offeror _____	Due Date _____	Time _____
Street or Box Number _____		
City, State, Zip Code _____		
URFP No. /URFP Title _____		
DSBSD-certified Small Business No. _____		
Name of Buyer _____		
7. **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.
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.