

REQUEST FOR PROPOSALS

ISSUE DATE: December 4, 2009

RFP No. CVS-10-025

TITLE: FAMILY VIOLENCE PREVENTION, TREATMENT AND PUBLIC AWARENESS PROJECTS

ISSUING AGENCY: Commonwealth of Virginia
Family and Children's Trust Fund (FACT)
Department of Social Services
801 East Main Street, 15th Floor
Richmond, VA 23219-2901

Location: Statewide

Commodity Code: 95200

Period of Contract: July 1, 2010 through June 30, 2011

Sealed Proposals Will Be Received Until **5:00 P.M., Tuesday, January 19, 2010** For Furnishing The Services Described Herein. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE RETURNED WITHOUT CONSIDERATION.** Send or hand-deliver all proposals directly to the issuing agency shown above, Attn: Fran Inge. **DO NOT FAX OR EMAIL PROPOSALS.**

All Inquiries For Information Should Be Directed To:
Fran Inge, FACT Executive Director
Phone: (804) 726-7604 E-Mail: fran.inge@dss.virginia.gov

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

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

NAME AND ADDRESS OF ORGANIZATION:

E-Mail: _____
Telephone # _____

Date: _____
By: _____
(Signature in Ink)
Name: _____
(Please Print)
Title: _____
Facsimile # _____

Optional Pre-proposal Conference: An optional pre-proposal conference will be held Monday, January 4, 2010 at 10:00 a.m. at the Central Regional Office-Forest Office Park-1604 Santa Rosa Road, Richmond, VA 23229. Refer to §IV, *Optional Pre-Proposal Conference*.

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

REQUEST FOR PROPOSALS

FAMILY VIOLENCE PREVENTION, TREATMENT AND PUBLIC AWARENESS PROJECTS THE FAMILY AND CHILDREN'S TRUST FUND VIRGINIA DEPARTMENT OF SOCIAL SERVICES

SECTION 1 – PURPOSE

The purpose of this Request For Proposals by the Family and Children's Trust Fund Board of Trustees is to solicit proposals from public organizations, private non-profit agencies and/or community-based programs, including faith-based organizations to develop or enhance community efforts to prevent, treat or increase public awareness about all forms of family violence, including child abuse and neglect, adult abuse and neglect, domestic violence, sexual assault, teen dating violence and suicide.

SECTION 2 – BACKGROUND

The Family and Children's Trust Fund (FACT) was created in 1986 by the General Assembly. Its purpose is to provide for the support and development of services for the prevention and treatment of violence within families through public and private collaboration. See FACT's website: www.fact.state.va.us

FACT issues grants to organizations for family violence prevention, treatment and public awareness. Grants are awarded on a competitive basis throughout Virginia to allow local programs flexibility to develop services to meet the unique needs of their families.

FACT is administered by a Board of Trustees (Board) appointed by the Governor to serve four-year terms. The Department of Social Services provides administrative support and technical assistance to the Board to carry out its legislated mandate.

SECTION 3 – SCOPE OF SERVICES

The Family and Children's Trust Fund Board is soliciting proposals from public organizations, private non-profit agencies, and/or community-based programs, including faith-based organizations to establish or expand community services to prevent or treat family violence in all its forms, including child abuse and neglect, elder abuse and neglect, domestic violence, sexual assault, teen dating violence and suicide.

The proposed project must be culturally relevant and include services, activities and/or materials that reflect the cultural, linguistic, racial and ethnic diversity of the population to be served.

Eligible organizations are public organizations, private non-profit agencies and community-based programs, including faith-based organizations.

Organizations and agencies that are pending approval of the 501(c)3 status of the IRS code as of **January 22, 2010** are **not** eligible to apply.

Community-based program is defined as a non-governmental organization that provides services to individuals, families and communities at the grassroots/local level.

Organizations that are currently receiving FACT funding are eligible to apply.

The proposal may include, but is not limited to the following services or programs:

1. Direct services to family violence victims and their families;
2. Educational and/or support services to prevent or treat family violence including the development of family supports that strengthen families;
3. Training to improve services or to enhance the development of community collaboration teams;
4. Activities in local communities to increase awareness of family violence issues and services; and
5. Technology services that support local family violence programs or public awareness.

Applicants are encouraged, but not required, to collaborate with other community organizations to implement the proposed project.

Any materials produced under this contract must have **prior** approval of the Family and Children's Trust Fund Board, have a statement that the project was supported by the Commonwealth of Virginia and bear the Family and Children's Trust Fund name and logo.

The Family and Children's Trust Fund Board intends to distribute a total of \$270,000 through this Request for Proposals. The maximum award is \$10,000.

The contract period is for twelve months, July 1, 2010 – June 30, 2011.

SECTION 4 – PROPOSAL SUBMISSION AND PREPARATION INSTRUCTIONS

Proposal Submission: In order to be considered for selection, offerors must submit a complete response to the Request For Proposals. Offerors must submit **Three (3) hard copies with original signatures and must submit one (1) complete copy by e-mail** by the due date and time of this solicitation. The e-mail address for submission of proposals is fran.inge@dss.virginia.gov. No other distribution of the Request For Proposals shall be made by the Offeror.

All proposals must be received no later than **5:00 P.M., Tuesday, January 19, 2010.**

Proposals should be delivered to the following address:

Family and Children's Trust Fund of Virginia
801 East Main Street, 15th Floor
Richmond, Virginia 23219-2901

Proposal Preparation: An authorized representative of the offeror shall sign the hard copies of the proposals. Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the Request For Proposals.

All pages of the proposal should be numbered. Information that the offeror desires to present that does not fall within any of the requirements of the Request For Proposals should be attached at the end of the proposal.

Each copy of the proposal must be stapled in the upper left hand corner and include all attachments. Please do not place proposals in binders or folders.

The proposal may be single or double-spaced using 12 point fonts, preferably Times New Roman or Arial.

Proposals that do not include all attachments and are not organized in this manner risk elimination from consideration.

Questions concerning the Request For Proposals may be submitted in writing to Fran Inge either by FAX (804)726-7088 or by E-mail at: fran.inge@dss.virginia.gov until Noon, January 11, 2010.

Specific Proposal Preparation Instructions:

It is the intent of the Family and Children's Trust Fund Board that proposals be accurate and precise, but do not impose significant paperwork burdens on applicants. Proposals should be as thorough and detailed as possible so that the Family and Children's Trust Fund Board may properly evaluate the organization's capacity to provide the proposed services. Offerors are required to submit the following items as a complete proposal in the order listed below:

1. Request For Proposals cover sheet (Page 1 of this REQUEST FOR PROPOSALS) and all addenda acknowledgements, if any, signed and filled out as required;
2. Completed Project Summary Form (Attachment A);
3. Completed Project Description (Attachment B);
4. Completed Activities/Outcomes Plan (Attachment C);
5. Completed Budget Summary (Attachment D);
6. Completed W-9 – Request for Taxpayer Identification Numbers(s) and Certification (Attachment E);
7. Signed statement from applicant organization's fiscal officer certifying the agency has sufficient monies to cover project expenses as award funding is on a cost-reimbursable basis;
8. Copy of applicant organization's 501(c)3 letter from the IRS if applicable; and
9. Signed memoranda of understanding with community partners if applicable.

OPTIONAL PRE-PROPOSAL CONFERENCE:

An optional pre-proposal conference will be held Monday, January 4, 2010 at 10:00 a.m. at the Central Regional Office-Forest Office Park-1604 Santa Rosa Road, Richmond, VA 23229. The purpose of this conference is to allow potential Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation.

While attendance will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to participate. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Attendance by teleconference: Offerors wishing to participate by teleconference may do so by sending an e-mail to Fran Inge fran.inge@dss.virginia.gov by December 31, 2009 and provide your organization's name and the names of those participating by teleconference, and their telephone numbers and e-mail addresses. Instructions for participation by teleconference will be given as confirmation of pre-proposal conference registration.

The closing date for receipt of applications under this Request for Proposals is 5:00 P.M., Tuesday, January 19, 2010. Late proposals will not be accepted for any reason.

SECTION 5 – PROJECT SUMMARY

Complete Project Summary (Attachment A) by providing all requested information.

SECTION 6 – PROJECT DESCRIPTION

Complete Project Description (Attachment B) by answering all questions concisely and accurately. Include sufficient information about the proposed project and services; geographic area to be served; number to be served; collaboration activities and partners if applicable; and expected outcomes and evaluation plan.

SECTION 7 – ACTIVITIES/OUTCOMES PLAN

Complete Activities/Outcomes Plan (Attachment C) for the proposed project. Detailed instructions and guidance to complete this Plan are included in Attachment C.

SECTION 8– PROJECT BUDGET SUMMARY

Complete project budget summary (Attachment D). Total funding requested from FACT for the proposed project cannot exceed \$10,000.

Justification for each budget category means an explanation of how the cost was developed. Total FACT Request means the amount for each budget category requested through this Request for Proposals.

Total Project Cost means costs associated with each budget category from all sources and includes both cash and in-kind funding.

Costs should be necessary and reasonable to carry out the proposed project. If funds are being requested for salaries, specify positions, pay rates, and any included employee benefits.

If applicant agency and/or partner organizations are providing cash or in-kind support to the proposed project, include that information in the justification explanation of the budget summary for each budget category.

Total line item cost for equipment shall not exceed \$2,500 and must be clearly required for the success of the project. Refer to *Section 13.L, Equipment of this Request for Proposals*.

Administrative costs are unallowable. Funds cannot be used to pay for food. Cost for mileage may not exceed the state rate. See State Travel Policy and Procedures:
http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf.

All budget adjustments during contract period that exceed \$500 require prior approval from the Family and Children's Trust Fund Board.

All funds will be awarded on a cost-reimbursable basis on a schedule to be determined by project deliverables.

SECTION 9 – OTHER ATTACHMENTS

All applicant agencies must include a completed W-9 Request for Taxpayer Identification Number(s) and Certificate (Attachment E).

All applicant agencies must provide a signed statement from the fiscal officer on agency letterhead certifying the agency has sufficient monies to cover proposed project expenses as the award is on a cost-reimbursable basis on a schedule to be determined by the proposed project deliverables.

If the applicant agency is a private non-private organization, a copy of the organization's 501(c)3 letter from the Internal Revenue Service must be attached to the proposal.

If applicable, the proposal must include signed memoranda of understanding from all partner organizations in the proposed project.

SECTION 10 – EVALUATION AND AWARD CRITERIA

A review committee consisting of members and staff of the Family and Children's Trust Fund Board of Trustees will review proposals and select projects to be funded based on the following criteria. To be considered for funding, proposals must meet the objectives of the Scope of Work and the general and specific requirements outlined in the Request For Proposals.

PROPOSAL EVALUATION CRITERIA	<u>POINT VALUE</u>
Project Summary Form (Attachment A) <ul style="list-style-type: none">▪ Complete and accurate; and▪ Congruent with other proposal elements.	5
Project Description (Attachment B) <ul style="list-style-type: none">▪ Complete, concise and accurate;▪ Describes proposed project - services, activities and materials;▪ Identifies geographic area to be served;▪ Identifies target population and numbers to be served;▪ Documents need for proposed project;▪ Describes community collaboration for proposed project if applicable; and▪ Identifies outcomes of the proposed project and a project evaluation.▪ Realistic in scope▪ Congruent among all proposal components	40
Activities/Outcomes Plan (Attachment C) <ul style="list-style-type: none">▪ Sets achievable goals and strategies;▪ Outcomes are measurable;▪ Complete and accurate; and▪ Congruent with Project Description (Attachment B).	40
Budget Summary (Attachment D) <ul style="list-style-type: none">▪ Complete and accurate;▪ Justifies all proposed project costs; and▪ Costs consistent with proposed activities.	15

Each proposal meeting the specified guidelines will receive full consideration. Consideration will also

be given to funding programs in rural and/or underserved areas of Virginia and to new and innovative community-based collaborations serving victims of family violence. The FACT Board will notify all applicants of the final decision.

Selection shall be made of all applicants deemed to be fully qualified and best suited among those submitting proposals based on the evaluation factors included in the Request For Proposals. Negotiations shall be conducted with selected applicants. The Family and Children's Trust Fund Board 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. The contract document will incorporate the Request For Proposals, the award notice, and by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

SECTION 11 – METHOD OF PAYMENT

The contract period will be twelve months, July 1, 2010 – June 30, 2011. Payment will be on a cost-reimbursable basis.

Payment schedule will be determined by the proposed project deliverables and made upon receipt of invoices detailing the requested reimbursed costs and a project status report. Quarterly reports on all projects will be submitted by October 15, 2010, January 15, 2011, April 15, 2011, and a final report on July 31, 2011.

Final payment will be made upon receipt of a final project report and invoice. All reports must be submitted no later than July 31, 2011.

SECTION 12– GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in § 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the

use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their 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 submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS**: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:**
Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
 - e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).
 2. **To Subcontractors:**
 - a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

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

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

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

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

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- R. **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.

- S. **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 the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- T. **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.

SECTION 13 – SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and

awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

C. CANCELLATION OF CONTRACT: The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

D. SMOKE FREE ENVIRONMENT: By signing this contract, the Contractor certifies to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders) which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

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

From: _____	_____	_____
Name of Offeror	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the bidder or offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

F. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be

responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

G. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Commonwealth. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Commonwealth the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

H. CONTRACTOR AS INDEPENDENT CONTRACTOR: During the performance of this contract, the Contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local and social security taxes.

I. OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held Monday, January 4, 2010 at 10:00 a.m. at the Central Regional Office-Forest Office Park-1604 Santa Rosa Road, Richmond, VA 23229. The purpose of this conference is to allow potential Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation.

While attendance will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to participate. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Attendance by teleconference: Offerors wishing to participate by teleconference may do so by sending an e-mail to Fran Inge at fran.inge@dss.virginia.gov by December 31, 2009 and provide your organization's name and the names of those participating by teleconference, and their telephone numbers and e-mail addresses. Instructions for participation by teleconference will be given as confirmation of pre-proposal conference registration.

The closing date for receipt of applications under this Request for Proposals is 5:00 P.M., Tuesday, January 19, 2010. Late proposals will not be accepted for any reason.

J. CONFIDENTIALITY: Any information obtained by the Contractor concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.

K. CONTRACTOR PERFORMANCE: The Commonwealth may monitor and evaluate the Contractor's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the Contractor's services or operations, audit reports, and other mechanisms deemed appropriate by the Commonwealth. Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future contracts awards and negotiations.

L. OWNERSHIP OF MATERIAL: Ownership of all data, material, reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary

information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The Contractor shall not use, willingly allow or cause to have used such materials for any purpose other than performance of the Contractor's obligations under this contract without the prior written consent of the Commonwealth. **Any materials produced under this contract must have prior approval of the Family and Children's Trust Fund Board, have a statement that the project was supported by the Commonwealth and bear the Family and Children's Trust Fund name and logo.**

M. EQUIPMENT: Total requests for equipment costs in excess of \$2,500 are not allowed. Equipment purchased under the terms of this contract shall be limited to equipment indicated in the attached budget and shall be retained by the contractor during the period of performance of the contract. Ownership of equipment purchased under this contract may revert to the Purchasing Agency at the end of the contract period when ownership is requested by the Purchasing Agency in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract the Commonwealth of Virginia or any of its agents.