

Re: BVA #: 2010-02

To All Potential Offerors:

You are invited to submit an unsealed proposal in accordance with requirements set forth in the attached solicitation utilizing Best Value Acquisition procedures issued by the Department of Criminal Justice Services (DCJS), an agency of the Commonwealth of Virginia, on behalf of its Office of Programs. The Commonwealth is requesting proposals to **conduct a statewide assessment on disproportionate minority contact (DMC) in the Virginia Juvenile Justice System**. Original proposals, signed by your contractually binding authority, plus three (3) additional copies unbound, must be received by the issuing agency no later than **February 12, 2009, 2:00 PM**.

All inquiries must be submitted in writing to:

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

To assure prompt delivery, please mark envelopes "Questions concerning BVA#: 2010-02". E-mail inquiries may be sent to feliscia.bagby@dcjs.virginia.gov . Verbal inquiries are discouraged.

Feliscia Bagby, VCO
Procurement Officer

Attachment: BVA# 2010-02

**UNSEALED BEST VALUE ACQUISITION
SET ASIDE FOR SMALL BUSINESSES ONLY**

Issue Date: January 14, 2010

BVA#: 2010-02

Title: **Virginia DMC Assessment**

Commodity Code: 91812

Issuing Agency:

Commonwealth of Virginia
Department of Criminal Justice Services
Attention: Feliscia Bagby
1100 Bank Street, 12th Floor
Richmond, VA 23219

Using Agency: Same

Initial Period of Contract: **One Year**

Unsealed Proposals Will Be Received Until **February 12, 2010, 2:00 PM** For Furnishing The Services Described Herein. Time and Date

All Inquiries For Information Should Be Directed To: Feliscia Bagby in writing at the issuing agency above or e-mail inquiries at Feliscia.Bagby@dcjs.virginia.gov

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO THE SAME ADDRESS AFTER SIGNING IN WITH THE SECURITY GUARD ON THE 1ST FLOOR.

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

Name And Address Of Firm:

_____ Date: _____

_____ By: _____
(Signature In Ink)

_____ Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

FEL/FIN NO. _____ Phone: (____) _____

E-mail: _____ Fax: (____) _____

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	4
II. Background	4
III. Statement of Needs	4
IV. Proposal Preparation and Submission Requirements	6
V. Evaluation Criteria and Award of Contract	8
VI. General Terms and Conditions	8
VII. Special Terms and Conditions	14
VIII. Method of Payment	15
IX. Pricing Schedule	15
X. Attachments	16

I. PURPOSE:

The purpose of this solicitation is to establish a contract through competitive negotiations using Best Value Acquisition procedures with an entity to **conduct a statewide assessment on disproportionate minority contact (DMC) in the Virginia Juvenile Justice System**. Services will be provided for the Virginia Department of Criminal Justice Services, an agency of the Commonwealth of Virginia. DCJS will report the findings to the U.S. Department of Justice, Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention to meet the requirements pursuant to section 223 (a) (22) of the JJDP Act of 2002 requiring states to remain in compliance with the DMC core requirement. In addition to reporting information to OJJDP, the findings will be shared with statewide stakeholders and will be used to prioritize the needs of communities that are most affected to identify best practices for intervention strategies to reduce DMC.

II. BACKGROUND:

The Virginia Department of Criminal Justice Services (DCJS) is the agency designated to receive federal funding from OJJDP. As the recipient of this funding DCJS is required to remain in compliance with the core requirements of the JJDP Act which include addressing DMC. OJJDP requires states that have identified that DMC exists to undergo an assessment to determine the extent of DMC based on statewide data, to identify targeted jurisdictions with the highest relative rate index (RRI), and to generate possible explanations and/or to identify the most likely mechanism(s) contributing to DMC.¹

Virginia has recognized and identified that DMC does exist within the juvenile justice system by collecting and examining data. However, a statewide assessment has not been completed. Steps have been taken to address those issues through plans of intervention to include the implementation of local programs and awareness initiatives.

According to the 2007 census, African American youth in Virginia accounted for 23.2% of the youth population aged 10-17, but they accounted for 44.6% of the juvenile intake population, 55% of the juvenile detention population and 66.1% of statewide commitments to juvenile correctional facilities.² This data as well as data for eleven other cities and counties has been entered in the OJJDP data base. This data supports the idea of a statewide assessment to examine and determine the extent of DMC and to lead to recommendations of community intervention strategies.

III. STATEMENT OF NEEDS

The JJDP Act of 2002 requires states participating in the Formula Grants Program to “address juvenile delinquency prevention efforts and system improvement efforts designed to reduce, without establishing or requiring numerical standards or quotas, the disproportionate number of juvenile members of minority groups, who come into contact with the juvenile justice system” (see section 223(a)(22)). In addition states must identify a plan to address disproportionality and report on progress in its comprehensive 3-Year Plan. As part of the 3-Year Plan states are required to follow the steps outlined by OJJDP to address DMC. DMC exists if the rate of contact with the juvenile justice system of a minority group is significantly different than the rate of the majority group. Stage 1 of the OJJDP process is to identify that DMC does exist, which has been completed and documented by DCJS through the use of statewide data. The next phase is to conduct an assessment to determine the decision points in which disproportionality exist. Virginia has not completed a statewide assessment and is now seeking to do so.

¹ DMC Technical Assistance Manual, 4th Edition, Chapter 2: Assessment
http://www.ncjrs.gov/html/ojjdp/dmc_ta_manual/index.html

² Blueprints for Change: Criminal Justice Policy Issues in Virginia, Addressing DMC Across Systems. Available at www.dcjs.virginia.gov Dec. 2008

DCJS is accepting proposals from interested parties to conduct a statewide DMC assessment. The assessment will focus on juvenile justice decision points identified by OJJDP. The applicant selected will have knowledge and experience in conducting DMC assessments according to the guidelines set forth by OJJDP and applicants will be knowledgeable of the use of Relative Rate Index (RRI), OJJDP's method used to determine the extent of DMC. Applicants should also be familiar with Virginia's Juvenile Justice System and be willing to work with key players to generate needed information.

The successful applicant shall provide at a minimum the following services:

- a. Develop a written step by step plan for conducting a statewide DMC assessment (if a sample of localities will be used as representations include the process in which those localities will be selected).
- b. A detailed plan to obtain the necessary data, to include meetings with the necessary stakeholders.
- c. Act as lead during the evaluation process.
- d. Generate possible explanations for DMC.
- e. Educate stakeholders on the evaluation outcomes.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. GENERAL REQUIREMENTS:

1. BVA Response: In order to be considered for selection, offerors must submit a complete response to this solicitation. One (1) original and three (3) copies unbound of each proposal must be submitted to the issuing Purchasing Agency. The offeror shall make no other distribution of the proposal.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. The original proposal must be clearly marked "original." 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.
 - b. Proposals should be prepared simply and economically with a straightforward, concise description of capabilities to satisfy the requirements. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the solicitation. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section. It is also helpful to cite the paragraph number, subletter, and repeat the rest of the requirement as it appears in the solicitation. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the requirements. Information which the offeror desires to present that does not fall with any of the requirements of the solicitation should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the requirements specifically addressed.
 - d. 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.
 - e. Ownership of all data, materials and documentation originated and prepared for the state pursuant to the solicitation shall belong exclusively to the state and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 1152D of the Code of Virginia in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The outside of the proposal must be marked to denote that proprietary information is contained in the documents. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classifications of an entire proposal document, line item prices or total proposal prices as proprietary or trade secrets are not acceptable and will result in rejection and return of the proposal.

- f. 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: **February 12, 2010, 2:00 PM**

BVA Number: 2010-02

- g. **ORAL PRESENTATION:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the state agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that DCJS may properly evaluate your capacity and ability to provide the required services. Offerors are required to submit the following items as a complete proposal, which includes the items listed below:

1. The return of the entire original solicitation, cover sheet and all addenda, if any, signed and completed as required plus three (3) copies.
2. Provide the following information:
 - a. **Project Description:**
 - description of the proposed evaluation process and procedure
 - outlined plan for conducting the statewide assessment, including a plan to identify sample localities or assess the whole state
 - proposed length of project
 - project timeline including dates for implementation and proposed outcomes
 - description of who will be responsible for each of the project tasks
 - description of tools that will be used during the assessment
 - b. **Description of Expertise:**
 - Provide an overview of each consultant(s) who will be working with the project, i.e. qualifications, experience and approach
 - provide resumes for all key players listed in the proposal
 - describe who will be responsible for specific training tasks (analysis, reporting, etc.), include no less than 3 reference letters which demonstrate the individual's expertise, experience, and/or ability to perform the above stated work
 - provide relevant information about experience with DMC and conducting assessments
 - describe any relevant work with OJJDP

3. Submit proposed price and budget. See Section IX, page 13

a. **Budget:**

Up to \$50,000 is available to conduct a statewide DMC assessment. Applicants shall submit a proposed price and detailed budget for conducting the assessment. The proposed price shall cover all expenses including travel, presentations, and all other related expenses. Applicants shall complete the budget and justification forms provided.

IV. EVALUATION AND AWARD CRITERIA

A. EVALUATION CRITERIA:

Proposals will be evaluated by the Department of Criminal Justice Services using the following criteria that are of equal importance:

1. Subject related experience and knowledge
2. Qualifications of key players working with the project
3. Approach/evaluation plan
4. Ability to provide a product within a reasonable time frame

B. AWARD CRITERIA:

BEST VALUE AWARD(S): Selection shall be made of two or more offeror(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Offeror(s) whose proposal(s) represent the most advantageous and best offer. Awards may be made to a reasonably ranked DMBE-certified small business offeror that is other than the highest ranking offeror. Awards will be made on a best value basis to the Offeror(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's offer as negotiated.

V. 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 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.dgs.state.va.us/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 (bids/proposals), (bidders/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 (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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 (bids/proposals), (bidders/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 (bids/proposals), (bidders/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 (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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 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. INSURANCE: By signing and submitting a bid or 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 these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. 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 per occurrence. (Only used if motor vehicle is to be used in the contract.)

R. **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.state.va.us) for a minimum of 10 days.

S. **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.

T. **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.

U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website 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 either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the

eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **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.

VII. SPECIAL TERMS AND CONDITIONS:

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.

1. **ADVERTISING** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
3. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The contract will result in one (1) eVA purchase order per year with the 1% transaction fee capped at \$500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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 comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

- b. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- c. Provide an electronic catalog (price list) or index page catalog for items awarded under a term contract. 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.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

VIII. METHOD OF PAYMENT:

Payment shall be made 30 days after receipt of a valid invoice and successful completion of the solicitation. Payment schedules may be negotiated as part of the proposal. Invoices must be submitted to The Department of Criminal Justice Services, Attention: Accounts Payable, 1100 Bank St., 12th Floor, Richmond, VA 23219.

IX. PRICING SCHEDULE:

Please provide your proposed pricing for the project to include any proposed payment schedules, payments tied into specific deliverables, etc.

**Department of Criminal Justice Services (DCJS)
DMC Assessment
Budget Form**

Up to \$50,000 is available to conduct a DMC assessment. Applicants must submit a proposed budget that will include all expenses related to the grant including travel, meetings, presentations and all other related expenses.

Upon receipt of a Progress Report funds will be made available. Additional information on Progress Reports and request for reimbursement will be provided to the successful applicant upon completion of the award process.

1. Project Budget : (total funds requested. Line 1 should represent the total of lines 2-5)	\$
2. Consultant: (funds provided to the consultant who will be providing the services)	\$
3. Project personnel total: (include project personnel and estimated expenses)	\$
4. Travel (Include costs for all related expenses, i.e, meals, lodging, etc.)	\$
5. Supplies (include relevant expenses to include phone, computer, and printing)	\$
6. Other expenses: (include expenses that are not included above)	\$

Department of Criminal Justice Services (DCJS)
DMC Assessment
Budget Justification Form

Applicants must provide detail justification of all expenses listed on the Budget Form.

Consultant(s): List the name(s) and/or organization who will conduct the assessment.

- 1.
- 2.
- 3.

Project Personnel: List key personnel and costs involved in the project.

- 1.
- 2.
- 3.

Travel: List travel associated with the project, i.e., airline expenses, rental car, mileage, gas, toll, etc.

Supplies: List major supply purchases, i.e., computers, phones, etc.

Other expenses: List all other expenses that are not included.