

REQUEST FOR PROPOSAL

Issue Date: February 7, 2011

RFP #163-11-03

Title: **Expanded Older Driver Rehabilitation Program**

Commodity Code: 78546

Issuing Agency: Commonwealth of Virginia
Department for the Aging
1610 Forest Avenue, Suite 100
Richmond, Virginia 23229-5007

Initial Period of Contract: From March 15, 2011 through September 30, 2011.

Sealed Proposals Will Be Received Until 4:00 p.m., EST, February 28, 2011, For Furnishing The Services Described Herein. Proposals Received After The Deadline Cannot Be Considered. Postmarks Do Not Apply.

All Inquiries For Information Should Be Directed To Kathy Miller, Program Director, Telephone: (804) 662-9341.

WHETHER PROPOSALS ARE MAILED OR HAND DELIVERED, SEND OR DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF MAILED, PLEASE ALLOW AT LEAST THREE WORK DAYS FOR DELIVERY.

In compliance with this request for proposal and to all the conditions imposed therein and incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon through subsequent negotiation.

Name and Address of Offeror:

_____	Date: _____
_____	By: _____ (Authorized Official - Sign in blue ink)
_____ Zip Code _____	Name: _____ (Please type or print)
FEI/FIN NO. _____	Title: _____
e-mail: _____	Phone: _____
SCC No. _____	_____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4341.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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Expanded Older Driver Rehabilitation Program

REQUEST FOR PROPOSALS

1.0 PURPOSE

The purpose and intent of this Request for Proposal (RFP) from the Virginia Department for the Aging (State Agency) is to solicit proposals from qualified sources on providing affordable comprehensive driver assessments and evaluations. The State Agency has funds to award up to five (5) grants not to exceed Eight Thousand Six hundred and Twenty Five (\$8,625.00) Dollars each for the period March 15, 2011 through September 30, 2011, with the option for annual renewal for the same award amount if the funds are available and the performance is acceptable. In awarding contracts, consideration will be given to the geographic service area (Attachment #1) to assure statewide coverage.

2.0 BACKGROUND

In May 2004 the Virginia Department for the Aging, in partnership with the Virginia Department of Motor Vehicles, established the Virginia GrandDriver Program.

The Expanded Older Driver Rehabilitation Program supplies affordable driver assessments and evaluation programs targeted to older drivers and those drivers in very early stages of Alzheimer's Disease. The focus will be to educate drivers and their families and to encourage and allow drivers to continue to safely operate a motor vehicle for as long as practical.

The Expanded Older Driver Rehabilitation Program provides:

- Driver assessment and evaluation that consists of visual, perceptual, and cognitive screenings as well as physical skills evaluation and reaction-time testing.
- Evaluations include the assessment of driving skills in a variety of driving situations.
- Education will be offered to those seniors whose driving skills need to be improved or enhanced.
- Education will be provided to physicians, occupational therapists, nurses, etc. on how to determine if a person would benefit from a driving evaluation. The screening process assesses a person with early dementia for referral for a full evaluation.

3.0 STATEMENT OF NEEDS

The Expanded Older Driver Rehabilitation Program is designed to provide seniors of the Commonwealth with affordable or free driver assessments.

3.1 OVERALL PROGRAM

Applicants can submit a proposal on the following terms.

- Evaluate at least thirty (30) seniors on their cognitive ability and driving skills.
- Use funds to effectively serve the senior population. Applicants may elect to create a sliding scale fee system to serve seniors at varying levels of financial need, thus supplying a full or partial discount to economically disadvantaged seniors. However, the fee scale should not be such that it discourages participation by seniors who would benefit from evaluation.
- Educate healthcare professionals on how to assess and recognize impaired driving skills and to refer individuals to undergo comprehensive driver rehabilitation evaluation and assessments.
- Educate drivers and their families on how to continue to safely operate a motor vehicle for as long as practical and provide resources for those who are no longer fit to drive.

3.2 TARGET POPULATIONS

The program shall be directed particularly to drivers over sixty-five (65), their families and health providers. Services must be targeted to individuals in at least one of the five (5) designated service areas of the state (see Attachment #1).

3.3 FINANCING

Services will be financed through a grant from the National Highway Transportation Safety Administration, through the Virginia Department of Motor Vehicles Highway Safety Office. Federal funds should not exceed eighty (80%) percent of the total budget. Therefore, matching funds of twenty (20%) percent are required. For example, a budget of \$10,781 requires a maximum of \$8,625 or 80% in grant funds with a minimum of \$2,156 or 20% in matching funds. Matching funds may come from client fees, local government, private sector grants, or other funding sources. Federal funds cannot be used as match.

3.4 REPORTING REQUIREMENTS

Progress reports shall be provided to the Virginia Department for the Aging by the following dates:

- July 15, 2011
- October 14, 2011– final report

Each Progress Report shall address the progress of the project, including, but not limited to:

1. Actual accomplishments during the past quarter;
2. Number of driving evaluations performed and evaluation results; participant demographics as well as their name (Joe S. or patient ID#);
3. Description of educational programs provided for healthcare professionals;
4. Changes/problems with the plan and how they will be addressed;
5. Detailed financial summary of expenditures, including twenty (20%) percent matching funds; and
6. Planned accomplishments for the next quarter.

The Aging Monthly Report for Other Contractors will be used to report monthly expenditures and request funds.

4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 GENERAL REQUIREMENTS

4.1.1 RFP Response

In order to be considered for selection, the Offeror must submit a complete response to the RFP. One (1) original and three (3) copies of each proposal must be submitted to the State Agency. The Offeror shall make no other distribution of the proposal.

4.1.2 Proposal Preparation

An authorized representative of the Offeror shall sign the proposal. All information requested should be submitted. Failure to submit all information requested may result in the State Agency requiring prompt submission of missing information and/or giving a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the State Agency.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

Proposals should be typed/printed with a minimum of a twelve (12) point font on 8½" x 11" paper, with at least one-inch margins. Do not exceed six (6) pages, including Table of Contents and Budget. This does not include the cover sheet.

Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph/section in the proposal should reference the paragraph number of the corresponding section of the RFP and repeat the title of the requirement as it appears in the RFP. If a response covers more than one (1) page, the paragraph number should be repeated at the top of the next page. The proposal should contain a Table of Contents that cross-references the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or 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 RFP requirements are specifically addressed.

Each copy of the proposal should be contained in a single unbound volume where practical. All documentation submitted with the proposal should be contained in that single volume.

Modification of or additions to the General Terms and Conditions and the Special Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the State Agency reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

4.1.3 Identification of Proposal Envelope

The signed proposal must be returned in a separate envelope or package, sealed and identified as follows:

Response To: Expanded Older Driver Rehabilitation Program, RFP #163-11-03

Due Date and Time: February 28, 2011, 4:00 p.m.

From: _____
Name of Offeror

Street or Box Number

City, State, Zip Code

The envelope must be addressed as directed on the RFP Cover Sheet. Proposals may be mailed or hand delivered. No other correspondence or other proposals should be placed in the envelope.

4.1.4 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 State Agency will schedule the time and location of these presentations. Oral presentations are an option of the State Agency and may or may not be conducted.

4.2 SPECIFIC PROPOSAL REQUIREMENTS

Proposals should be thorough and concise, but with sufficient detail to allow the State Agency to properly evaluate Applicant's capabilities to provide the required services. All Offerors are required to submit the following items and information as a complete proposal.

4.2.1 Cover Sheet

Return the RFP cover sheet, signed and completed as required. Failure to submit a proposal with the official cover sheet may be a cause for rejecting the proposal.

4.2.2 Nature of Project:

Within fifty (50) words briefly summarize the following. Be clear and concise.

- Primary goal
- Service area
- Target audience

4.2.3 Plan for Providing Services

This section must provide a detailed description of how services for the Expanded Older Driver Rehabilitation Program will be provided.

- Description of the driver assessment and educational services/activities that are to be provided. The goals and objectives must be clearly defined, measurable and time related, including the number of clients to be served.
- Explanation as to how the services/activities will be implemented/provided.
- Geographic areas to be served (list counties and cities.)
- Sliding fee scale, if applicable.
- Description of the plan for quality assurance and program evaluation.

4.2.4 Staffing

Provide the information below about staffing:

- Provide the qualifications of key personnel that will be involved in this project.

4.2.5 Timetable

Provide an explanation as to when the services/activities will be implemented. Complete an implementation plan listing feasible target dates for the beginning and end of each activity.

4.2.6 Budget

Provide a proposed budget for the period March 15, 2011 through September 30, 2011, to include twenty (20%) percent matching funds.

4.2.7 Small Business Subcontracting Plan – Attachment #2

5.0 PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT

Proposals will be evaluated by a committee selected by the State Agency. The evaluation committee will submit recommendations for funding to the State Agency. The State Agency reserves the right of final approval and the right to reject any and all proposals. *The State Agency also reserves the right to award grant funds in such a manner as to assure the geographic dispersion of projects across the Commonwealth.* Except as provided in Section 5.2 below this procurement shall be governed in all respects by the provisions of Chapter 7, Title II of the *Code of Virginia* (The Virginia Public Procurement Act).

5.1 EVALUATION CRITERIA

Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under the criteria indicate the type of factors to be considered, but are not necessarily inclusive. Evaluation will be made and points awarded based solely on the information contained in the proposal.

<u>Criteria</u>	<u>Point Value</u>
<p>1. Plan for Expanded Older Driver Rehabilitation Program Points in this category will be awarded based on how clearly the proposal addresses the requirements of the Expanded Older Driver Rehabilitation Program addressed in Section 3.1.</p> <ul style="list-style-type: none"> • Probable effectiveness in achieving goals and objectives 	40

<ul style="list-style-type: none"> • Reasonableness and adequacy of implementation plan • Adequacy of plan for quality assurance and program evaluation • Driver assessment services to be provided • Number of clients to be served • Plan for education of healthcare professionals. 	
2. Geographic service area	15
<ul style="list-style-type: none"> • Serves a currently un-served or underserved area 	
3. Timetable	5
<ul style="list-style-type: none"> • Adequacy and reasonableness of timetable for activities and outcomes 	
4. Budget	20
<ul style="list-style-type: none"> • Effectiveness of use of funds • Adequacy of Budget Narrative that includes expenditure categories and amount. • Description of source of twenty percent (20%) minimum matching funds • Overall reasonableness of budget 	
5. Small Business Subcontracting Plan	20
<hr/>	
TOTAL	100

5.2 AWARD OF CONTRACT

Selection shall be made of five or more Offerors, preferably one in each designated service area of the state, 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. The State Agency shall select the Offeror(s) which, in its opinion, have made the best proposals, and shall award the contract to Offeror(s) within the constraints of the budget. 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 one (1) Offeror is fully qualified, or that one (1) 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 this solicitation and the Contractor's proposal as negotiated.

6.0 IMPORTANT DATES

Deadline for Receipt of Proposals: February 28, 2011, 4:00 P.M.

7.0 GENERAL TERMS AND CONDITIONS

- 7.1 VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into any resulting 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.
- 7.2 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.
- 7.3 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 or 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 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 Ten Thousand (\$10,000.00) Dollars the provisions of 7.3.1 and 7.3.2 below shall apply.

7.3.1 During the performance of any resulting contract, the Contractor agrees as follows:

7.3.1.1 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 operations of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

7.3.1.2 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.

7.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

7.3.2 The Contractor will include the provisions of 7.3.1 above in every subcontract or purchase order over Ten Thousand (\$10,000.00) Dollars, so that the provisions will be binding upon each subcontractor or vendor.

7.4 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.

7.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.6 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.

- 7.7 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.
- 7.8 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. Modifications 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.
- 7.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the person 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 State Agency.
- 7.10 PAYMENT:**
- 7.10.1 To Prime Contractor:**
- 7.10.1.1** Invoices from 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).
- 7.10.1.2** 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.
- 7.10.1.3** 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.
- 7.10.1.4** 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.

7.10.1.5 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*).

7.10.2 TO SUBCONTRACTORS: A Contractor awarded a contract under this solicitation is hereby obligated:

7.10.2.1 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 to notify the State Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

7.10.2.2 To pay the subcontractor(s) interest at the rate of one (1%) 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 7.10.2.1 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.

7.10.3 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 questions may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assess in lieu of withholding such payment.

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

7.11 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.

7.12 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 investigation 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.

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

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

7.15 CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

7.15.1 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.

7.15.2 The Purchase 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:

7.15.2.1 By mutual agreement between the parties in writing; or

7.15.2.2 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 determine the correct number of units independently; or

7.15.2.3 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.

7.16 DEFAULT: In case of failure to deliver 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 that the Commonwealth may have.

- 7.17 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.
- 7.18 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 connections 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.

- 7.19 NONDISCRIMINATION OF CONTRACTORS:** An offeror 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.
- 7.20 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 offerors must register in eVA; failure to register will result in the proposal being rejected.

7.20.1 eVA Basic Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic 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.

7.20.2 eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all the benefits of the eVA Basic Vendor Registration Service plus automatic email notification of solicitations and amendments.

7.20.3 For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

7.20.4 For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

7.20.4.1 DMBE-certified Small Businesses: 1% capped at \$500 per order.

7.20.4.2 Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.21 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.

7.22 SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the

Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of proposals.

7.23 BID PRICE CURRENCY: Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

7.24 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstick 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.

8.0 SPECIAL TERMS AND CONDITIONS

8.1 AMENDMENT OF CONTRACT: The Contractor shall submit to the State Agency for prior approval all requests for and reasonable documentation of necessary changes, additions or deletions in any resulting contract. The Contractor shall submit a written contract amendment request, subject to approval by the State Agency and signed by both parties, if it intends to change the scope of a service, change the arrangements by which a service is delivered, or make any other substantive change in service delivery or expenditure of funds awarded under any resulting contract

The State Agency may, from time to time, require changes in the scope of work to be performed or the period of performance by the Contractor through the Contract. Such changes, including any increase or decrease in the amount of funds available for the Contractor, shall be incorporated in written amendments to the Contract according to the procedures established by the State Agency. The State Agency shall also make other required changes; therefore, the Contractor agrees that:

8.1.1 Any alterations, additions or deletions to any resulting contract that are required by changes in federal or state statutes, regulations, executive orders and directives are automatically incorporated on the date designated by statute, regulations or directive;

8.1.2 The State Agency shall have the right to make unilateral contract amendments to conform to federal or state statutes, regulations, directives, executive orders and availability of funds;

8.1.3 The Contractor shall notify the State Agency within five (5) working days of inability to conform to a unilateral amendment.

8.2 BONDING AND INSURANCE: In administering any resulting contract, the Contractor shall observe its regular requirements and sound management practices with respect to bonding and insurance and, likewise, shall comply with related federal, state and local statutory and regulatory requirements.

8.3 CANCELLATION OF CONTRACT: The State Agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon thirty (30) 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.

In the event of cancellation and termination, the Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract as determined by the State Agency. The Contractor, however, shall return all unspent funds to the State Agency, as instructed by the State Agency.

8.4 CONFIDENTIALITY: The Contractor shall ensure that no information about, or obtained from, an individual by an agency providing services to that individual under this Contract shall be disclosed in a form that identifies the individual without the written consent of such individual or his/her legal representative, unless the disclosure is required by court order or by state or federal laws applicable to the services provided under this contract.

8.5 COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency or other organization has been employed to solicit or secure any resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State Agency shall have the right to terminate any resulting contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek other remedies as legally may be available.

8.6 EXPENDITURE OF FUNDS: The Contractor shall not cause actual or potential annual expenditures to a particular state fund source to exceed the amount obligated from that source or cause misallocation of expenditures among fund sources for Contract activities.

The Contractor shall return any unspent monies to the State Agency, as instructed by the State Agency at the end of the contract period.

- 8.7 LICENSURE/CERTIFICATION REQUIREMENTS:** The Contractor shall assure that where state or local public jurisdictions require licensure or certification for the provision of services, agencies or individuals providing such services under any resulting Contract shall be licensed/certified in good standing.
- 8.8 OBLIGATION OF FUNDS:** For support of work described in any resulting contract, subject to availability of funds, the State Agency obligates funds as specified in the Compensation portion of any resulting contract.
- 8.9 OWNERSHIP OF INTELLECTUAL PROPERTY:** The Contractor is prohibited from copyrighting any documents, reports, forms, databases, programs, or other materials created in the course of performing any resulting contract, and from obtaining any patent on these or any invention or other discovery resulting from its performance under the terms and conditions of the contract.

The Commonwealth of Virginia shall retain all rights, title and interest in any and all intellectual property generated, created, or developed as a result of any resulting contract.

Any publications created by the Contractor through the use of funds awarded under any resulting contract shall contain a clause referencing that the publication is made available from funds received from the Virginia Department for the Aging and the Virginia Department of Motor Vehicles.

- 8.10 PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under any resulting contract and all subcontractors that he may utilize, using its best skill and attention. Subcontractors who perform work under the contract shall be responsible to the prime Contractor. The Contractor agrees that it 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.
- 8.11 RECORDS AND REPORTS:** The Contractor shall keep records and make reports containing information in the form required by the State Agency. The Contractor shall maintain accounts and documents that shall permit prompt determination of the status of funds and the level of services provided under this Contract, including the disposition of all monies received from the State Agency and the nature and amount of all charges claimed against such funds.

The Contractor shall maintain auditable records that clearly document the amount of staff time spent on the Contract activities and tasks.

All fiscal reports are to be prepared on a modified accrual basis. If the Contractor's accounting records are not kept on that basis, the Contractor shall develop the necessary accrual information through analysis of pertinent documentation on hand.

The Contractor shall retain all books, records and other documents relative to this Contract for five (5) years after the final report or until any questioned audit cost is cleared, whichever is later. The State 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.

The Contractor agrees to include in all subcontracts or other agreements for the purchase of goods and services a provision that the Contractor and its authorized agents shall have access to any books, documents, papers, and records of the subcontractor that are directly pertinent to that specific agreement.

The Contractor understands and agrees to submit all reports accurately and on time. The State Agency may withhold or delay payment if the Contractor is delinquent in submitting any required reports or data especially those listed below. Additionally, a delinquent Aging Monthly Report may not be processed for reimbursement until the following month.

8.11.1 Aging Monthly Report for Other Contractors (AMR-OC): By the twelfth (12th) day of the second (2nd) and each succeeding month of the Contract period, the Contractor shall submit a monthly financial and program report and cash request using the State Agency's Aging Monthly Report for Other Contractors (AMR-OC) along with other forms and reports established and required in accordance with instructions issued by the State Agency. If the twelfth (12th) is not a state business day, reports will be accepted on the next workday.

The Contractor shall submit the AMR-OC even if no reimbursement is requested. The data elements listed should be reported on a monthly basis that will allow for annual, non-duplicated totals and percentages.

8.12 REIMBURSEMENT: Subject to availability of funds, the State Agency agrees to reimburse the Contractor for expenditures up to and not exceeding the maximum amount provided under any resulting contract, as set forth in the Summary of Obligations.

Payment will be bound by the approved budget referenced in 0 above, as presented, which shall be strictly construed.

The State Agency reserves the right to disallow costs and/or withhold payment if the Contractor fails to comply with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

The State Agency reserves the right to modify or add reimbursement policies, as appropriate, to assure compliance with statutes, regulations, policies, procedures, or other directives applicable to any resulting contract.

- 8.13 RENEWAL OF CONTRACT:** Any resulting contract may be renewed by the Commonwealth upon written agreement of both parties for up to five (5) successive one (1) year periods, under the terms and conditions of any resulting contract, and at a reasonable time (approximately ninety [90] days) prior to the expiration so long as there are available funds and the contractor has complied with all the terms of the agreement and demonstrated effective operation consistent with its proposal as determined by the State Agency.

The contractor will submit a budget for successive years funding ninety (90) days prior to the end of the contract period. The State Agency will review the budget and if necessary negotiate the budget amount.

- 8.14 SEVERABILITY:** Each paragraph and provision of the contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- 8.15 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, an 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 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 offeror is not required to be so authorized.
- 8.16 SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written consent of the State Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the State 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.

Geographic Service Areas

Central Region	Coastal Region	Northern Virginia Region
Albemarle County Amelia County Amherst County Appomattox County Bedford County Brunswick County Buckingham County Campbell County Charlotte County Chesterfield County Cumberland County Dinwiddie County Fluvanna County Greene County Greensville County Goochland County Halifax County Hanover County Henrico County Henry County Louisa County Lunenburg County Madison County Mecklenburg County Nelson County Nottoway County Pittsylvania County Powhatan County Prince Edward County Prince George County Orange County Southampton County Sussex County City of Bedford City of Charlottesville City of Colonial Heights City of Danville City of Emporia City of Franklin City of Hopewell City of Lynchburg City of Martinsville City of Petersburg City of Richmond	Accomack County Charles City County Essex County Gloucester County Isle of Wight County James City County King and Queen County King George County King William County Lancaster County Mathews County Middlesex County New Kent County Northampton County Northumberland County Surry County Richmond County Westmoreland County York County City of Chesapeake City of Hampton City of Newport News City of Norfolk City of Poquoson City of Portsmouth City of Suffolk City of Virginia Beach City of Williamsburg	Arlington County Caroline County Culpeper County Fairfax County Fauquier County Loudoun County Prince William County Rappahannock County Spotsylvania County Stafford County City of Alexandria City of Falls Church City of Fairfax City of Fredericksburg City of Manassas City of Manassas Park

Mountain Region	Valley Region
Bland County Buchanan County Carroll County Dickenson County Floyd County Franklin County Giles County Grayson County Lee County Montgomery County Patrick County Pulaski County Russell County Scott County Smyth County Tazewell County Washington County Wise County Wythe County City of Bristol City of Galax City of Norton City of Radford	Alleghany County Augusta County Bath County Botetourt County Clarke County Craig County Frederick County Highland County Page County Roanoke County Rockbridge County Rockingham County Shenandoah County Warren County City of Waynesboro City of Winchester City of Buena Vista City of Covington City of Harrisonburg City of Lexington City of Roanoke City of Salem City of Staunton

Small Business Subcontracting Plan

Attachment #2

Definitions

Small Business: "Small business " means an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Note: This shall not exclude DMBE-certified women- and minority-owned businesses when they have received DMBE small business certification.

Women-Owned Business: Women-owned business means a business concern that is at least 51% owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, and both the management and daily business operations are controlled by one or more women who are citizens of the United States or non-citizens who are in full compliance with the United States immigration law.

Minority-Owned Business: Minority-owned business means a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals.

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the due date of the solicitation to participate in the SWAM program. Certification applications are available through DMBE online at www.dmb.e.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror’s proposed subcontracting expenditures with DMBE

certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

- Small Business
- Small and Women-owned Business
- Small and Minority-owned Business

Certification number: _____

Certification Date: _____

