

REQUEST FOR PROPOSALS
RFP 11-239

Issue Date: December 22, 2010
Title: Publishing and Editorial Services

Commodity Codes: 92026, 96530, 71500, 91573, 91500, 91527, 20940 & 20839

Issuing Agency: Commonwealth of Virginia
Virginia Board for People with Disabilities
Department of Rehabilitative Services
8004 Franklin Farms Drive
Richmond VA 23229

Period of Contract: **Beginning February 17, 2011 through Completion Not Later than May 26, 2011**

Sealed Proposals for furnishing the services described herein will be received until: **January 21, 2011 at 5:00 p.m.** for furnishing the services described herein.

All Inquiries for Information Should be directed to: Jim Gregory, Contract Officer, (804) 662-7516. A copy of the Request For Proposal can be downloaded from www.vaboard.org. No inquiries will be accepted after January 14, 2011 at 5:00 p.m.)
IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

Department of Rehabilitative Services
Attn: Jim Gregory
General Services Unit
8004 Franklin Farms Drive
Richmond, VA 23229

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

State Corporation Commission ID Number: _____ (See Special Terms and Conditions)

Name and Address of Firm: _____ By: _____

_____ Zip Code: _____ (Signature)

Title: _____

Print Name: _____

FEI/FIN NO.: _____ Telephone: _____

EVA Vendor ID or DUNS number _____ Date: _____

E-mail: _____ Fax: (_____) _____

REFERENCE GENERAL TERMS & CONDITIONS (Paragraph 8.20, page 14):
Are you registered in eVA? Yes _____ No _____ If the answer is no, do you plan to register? _____

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

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1. **BACKGROUND:** The Virginia Board for People with Disabilities (hereafter referred to as the Board), Virginia's Developmental Disabilities (DD) Planning Council, is publishing a comprehensive assessment of the disability services that are provided, funded, operated or licensed by the Commonwealth. The Assessment is conducted in accordance with the Board's statutory authority and responsibility under the *Code of Virginia*, § 51.5-33(2), and the federal Developmental Disabilities Assistance and Bill of Rights Act (P.L. 106-402, 2000).

The Board's Assessment provides an ongoing mechanism to report, evaluate, and make recommendations regarding the scope and effectiveness of the state-funded service delivery system in meeting the current and future needs of persons with developmental and other disabilities. It is designed to serve as a resource for a broad audience, including individuals with disabilities and their families, legislators, political leaders, policy analysts, advocates, and other stakeholders.

Thus far, two editions of the Assessment have been published (2006 and 2008), and another edition is under development for publication in 2011. Initially developed biennially, the Assessment is on a triennial schedule in order to better identify trends and to track changes over time. The 2008 *Assessment of Virginia's Disability Services System* can be viewed on our website at www.vaboard.org/biennial.htm.

Each edition of the Assessment has maintained the same basic chapter format (description of service, eligibility criteria, how to access services/how services are delivered, what services are available, costs and payment of services, monitoring and evaluation of services). Chapters, however, have been added over time:

- For the 2008 edition, an Emergency Preparedness chapter was added; and
- For the 2011 edition, the former Community Supports chapter was divided into a new Medicaid chapter and a Community Supports chapter, which focuses on various types of direct services.

In addition, the 2011 edition differs significantly from the previous ones in regards to the Areas of Concern and Recommendations, which are developed by the VBPD Board Members based on the data described in the document. With the 2011 edition, these no longer are part of each chapter. Instead, they will be part of a supplemental document (approx. 25-30 pages in length) entitled, *Findings and Recommendations*. This supplement will facilitate recommendations that are systemic in focus rather than isolated in service areas/topics.

2. **PURPOSE:** The purpose of this solicitation is to obtain editing, formatting and indexing services for the Board's Triennial Assessment Report on Virginia's Disability Services.
3. **PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES IN STATE PROCUREMENT ACTIVITIES:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. **NOTE: Award of this contract may be made to a certified small business enterprise.**

4. **STATEMENT OF NEEDS:**

The VBPD is seeking, at a minimum, a general knowledge of the disability services system in Virginia plus knowledge and experience working with MS Word 2003 on a PC platform (including experience in the use of track changes, formatting, style sheets, and indexing features).

- 4.1 Should provide a copy of a long document (min.25 pages or 5,000 words) that applicant has edited and/or formatted using Word 2003 (work sample or electronic file to be included with bid application).
- 4.2 Extensive experience in editing and proofreading, preferably with a “single voice” approach due to multiple authors of individual chapters.
- 4.3 Knowledge and working experience with MS Word 2003 on a PC platform using the following features: track changes, formatting, style sheets and indexing.
- 4.4 Detail-oriented individual must maintain consistency throughout a 300-400 page document organized into chapters with a companion 25-30 page document (Findings & Recommendations).
- 4.5 Ability to work on a tight timeline, see Attachment 12.2, including 2 meetings (travel will be the sole responsibility of the Contractor) with VBPD Executive Director and lead staff. Editor must meet to review tasks, style sheets, and process for revisions/updating both the main document (prior to beginning the project) and on the companion document (Findings & Recommendations) during the project.
- 4.6 Provide final document (Chapters, Preface, Executive Summary, Table of Contents and Index) in Word 2003 for print and electronic distribution. All content will be edited, consistently formatted, and proofread. One paper edition, along with a disk of editable files shall be provided.
- 4.7 Upon submission of the edited documents, VBPD staff will review for consistency, accuracy, and completeness of work and notify the editor within 7 working days of any identified corrections to be made. The editor must make the final appropriate revisions to the documents within 5 working days.

5. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

5.1. **General Instructions:**

- 5.1.1 RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original and two (2) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposal shall be made by the Offeror.
- 5.1.2 Proposal Preparation:
 - 5.1.2.1 Proposals shall be signed by an authorized representative of the Offeror. All information requested should 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 lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- 5.1.2.2 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.
- 5.1.2.3 Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP 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 11-52D of the Code of Virginia, in writing, either before or at the time the data or their material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
- 5.1.3 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.
- 5.2. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that the agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
 - 5.2.1 Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required. An authorized signature must appear on the first page of this solicitation or the proposal may be declared non-responsive.
 - 5.2.2 A written narrative and/or information package to include:
 - 5.2.2.1 Prices: (See Section 11).
 - 5.2.2.2 Small, Women-Owned and Minority Business Participation: The offeror must complete and submit Attachment 12.3 data for small business, women-owned business, and minority-owned business:
 - (a) Ownership
 - (b) Utilization of small, women-owned, and minority-owned businesses for the most recent 12-month period, and
 - (c) Planned involvement of small businesses, women-owned businesses, and minority-owned businesses on the instant procurement.

6. **EVALUATION AND AWARD CRITERIA**

6.1. **Evaluation and award criteria:** the issuing State agency shall evaluate proposals using the following criteria:

<i>Criteria</i>	<i>Points</i>
Detailed experience in editing and proofreading long documents, preferably with a “single voice” due to multiple authors of individual chapters.	35
Experience formatting documents with MS Word 2003 on a PC platform using the following features: track changes, style sheets, and indexing.	35
Work sample (a long document (25 pg.+) that has been edited and/or formatted using Word 2003).	10
Participation of Small, Women-Owned and Minority Businesses	05
Knowledge of the Disability Service System in Virginia	15
Total	100

6.2 **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

6.3 **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 website (www.eva.state.va.us) for a minimum of 10 days.

7. **REPORTING AND DELIVERY REQUIREMENTS:**

7.1 **Periodic Progress Reports/Invoices:** For contracts requiring the submission of periodic contract performance progress reports or program status reports, the contractor will include a section on involvement of small businesses and businesses owned by women and minorities. The section will specify:

PERIODIC PROGRESS REPORTS: Month of _____, 20	
ACTUAL DOLLARS CONTRACTED TO BE SPENT TO-DATE WITH SMALL BUSINESSES:	\$
ACTUAL DOLLARS EXPENDED TO-DATE WITH SMALL BUSINESSES:	\$
TOTAL DOLLARS PLANNED TO BE CONTRACTED WITH SMALL BUSINESSES ON THIS CONTRACT:	\$

ACTUAL DOLLARS CONTRACTED TO BE SPENT TO-DATE WITH WOMEN-OWNED BUSINESSES	\$
ACTUAL DOLLARS EXPENDED TO-DATE WITH WOMEN-OWNED BUSINESSES	\$
TOTAL DOLLARS PLANNED TO BE CONTRACTED WITH WOMEN-OWNED BUSINESSES ON THIS CONTRACT:	\$
ACTUAL DOLLARS CONTRACTED TO BE SPENT TO-DATE WITH MINORITY-OWNED BUSINESSES	\$
ACTUAL DOLLARS EXPENDED TO-DATE WITH MINORITY-OWNED BUSINESSES:	\$
TOTAL DOLLARS PLANNED TO BE CONTRACTED WITH MINORITY-OWNED BUSINESSES ON THIS CONTRACT:	\$

If the contract does not require the submission of periodic progress reports, the contractor will provide the above required information on actual involvement of small businesses and businesses owned by women and minorities as part of their monthly invoices.

- 7.2 Final Actual Involvement Report: The contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each-such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

SMALL BUSINESS				
FIRM NAME, ADDRESS AND PHONE NUMBER	TYPE GOODS/SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
		\$	\$	
TOTALS FOR SMALL BUSINESSES		\$	\$	

WOMEN-OWNED BUSINESSES				
FIRM NAME, ADDRESS AND PHONE NUMBER	TYPE GOODS/SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
		\$	\$	
TOTALS FOR WOMEN-OWNED BUSINESSES		\$	\$	

MINORITY-OWNED BUSINESSES

		\$	\$	
TOTALS FOR MINORITY-OWNED BUSINESSES		\$	\$	

8. **GENERAL TERMS AND CONDITIONS:**

- 8.1 **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.”
- 8.2 **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.
- 8.3 **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 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:

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

8.3.1.1 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 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.

8.3.1.2 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.

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

8.3.2 The contractor will include the provisions of 9.3.1. above in every subcontract or purchase order over \$10,000, so that the provisions will be Binding upon each subcontractor or vendor.

8.4 **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.

8.5 **Immigration Reform And Control Act Of 1986:** By submitting their proposals, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.6 **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.

8.7 **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.

8.8 **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. 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.

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

8.10 **Payment:**

8.10.1. To Prime Contractor:

8.10.1.1. 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).

8.10.1.2 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.

8.10.1.3 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.

8.10.1.4 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.

8.10.2 to Subcontractors:

8.10.2.1 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.

8.10.2.2 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.

8.10.3. 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 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.

8.11 **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.

- 8.12 **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 investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 8.13 **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.
- 8.14 **Assignment of Contract:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- 8.15 **Changes to the Contract:** Changes can be made to the contract in any of the following ways:
- 8.15.1. 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.
- 8.15.2. 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:
- 8.15.2.1 By mutual agreement between the parties in writing; or
- 8.15.2.2 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 to determine the correct number of units independently; or
- 8.15.2.3 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.

- 8.16 **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.
- 8.17 **Insurance:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain 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:

- 8.17.1. 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.
- 8.17.2. Employer's Liability - \$100,000.
- 8.17.3. 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.
- 8.18 **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 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.

8.19 **Nondiscrimination Of Contractors:** An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.20 **eVA Business-To-Government Vendor Registration:** The eVA 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. 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.

8.20.1 eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding.

8.20.2 eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. 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, and ability to research historical procurement data, as they become available.

8.21 **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.

8.22 **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. Small businesses must be certified by the Virginia Department of Minority Business Enterprise not later than the solicitation due date and time. DMBE-certified women- and minority-owned businesses are also considered small businesses when they have received DMBE small business certification.

8.23 **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

8.24 **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or

Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

9. **SPECIAL TERMS AND CONDITIONS:**

- 9.1 **AWARD:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

- 9.2 **Proposal Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 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.

- 9.3 **Cancellation of Contract:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- 9.4 **Best and Final Offer (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

- 9.5 **Identification of Proposal Envelope:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Offeror	Due Date	Time
Street or Box Number	RFP No.	

City, State, Zip Code

RFP Title

Name of Contract/Purchase Officer or Buyer _____

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

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

9.6 **Late Proposals:** To be considered, all proposals must be received at the address given on or before the date and hour designated on the solicitation. Vendors must pay particular attention to ensure that the proposal is properly addressed. The State is not responsible if the proposal does not reach the destination specified by the appointed time. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the clock or automatic time stamp machine in the procuring activity.

9.7 **Small, Women, And Minority-Owned Businesses Subcontracting and Evidence Of Compliance:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

9.8 **Prime Contractor Responsibilities:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

9.9 **References:** Offerors shall provide a list of at least 3 references where similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number.

	<u>ORGANIZATION</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

9.10 **EVA Business-to-Government Contracts and Orders:** The contract will result in 1 (one) eVA purchase order(s) 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.

- 9.11 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

10. **METHOD OF PAYMENT:** The Contractor shall submit invoices within thirty (30) days after completion of the work directly to:

VIRGINIA BOARD FOR PEOPLE WITH DISABILITIES
ATTN: NAN PEMBERTON
DIRECTOR OF ADMINISTRATION
Washington Building
1100 Bank Street, 7th Floor
RICHMOND VA 23219

11. **PRICING SCHEDULE:**
The Offeror proposes to provide the services described in the Statement of Needs and in accordance to the Terms and Conditions contained herein for: \$_____.

ATTACHMENT 12.1

DATA SHEET

To be Completed by Offeror

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service
____ years _____ months.
3. **PERSONNEL:** Indicate the size of your present staff and your plans to increase your personnel resources if necessary to perform the contract.

4. It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of minority business enterprises and to encourage the participation of minority businesses in State procurement activities. Toward that end, the Department of Rehabilitative Services encourages minority firms to compete and encourages non-minority firms to provide for the participation of small business and businesses owned by minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Please indicate if you are a minority vendor: ___ YES ___ NO

Please indicate if you are small business: ___ YES ___ NO

Please indicate if your business is female owned: ___ YES ___ NO

ATTACHMENT 12.2

Production Timeline on 2011 Assessment

	<i>Target Date</i>
Printer's proof reviewed by VBpD	5/16-5/26
Files from editor to VBpD	5/6
Print quotes (need final page count)	4/22-4/29*
Indexing of final document;	
cover designed, table of contents finalized	4/22-4/29*
Title page, acknowledgements completed	3/31
Editor to meet w/ VBpD Exec.Dir. & lead staff	3/24
Findings/recommendations/exec. summary to editor	3/21
<i>Board approval</i>	<i>3/10</i>
Copies overnighted to Board members	3/2
Final copies prepared for Board review	2/28-3/2
Findings/recommendations finalized	
<i>(staff/ad hoc committee)</i>	2/24
Editor to meet w/ VBpD Exec.Dir. & lead staff	3/1
Files to editor (preface & chapters only)	2/17-3/4*
<i>Ad hoc committee meets (#3)</i>	2/24
Internal review, proofreading, check links	2/7-2/11
<i>Ad hoc committee meets (#2)</i>	2/8
Final information rec'd from other agencies	1/31

* = spans a weekend/holiday period

ATTACHMENT 12.3

PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES IN STATE PROCUREMENT ACTIVITIES

1. Participation by Small Businesses:

- A. Offeror certifies that it () is, () is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

- B. List small businesses with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12 month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____				
FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS & SERVICES

- C. Describe offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLARS	% OF TOTAL CONTRACT

ATTACHMENT 12.2

2. Participation by Businesses Owned by Women:

- A. Offerer certifies that it () is, () is not, a women's business enterprise or women owned business. For the purpose of this procurement, a women owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day to day management.
- B. List businesses owned by women with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____				
FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS & SERVICES

- C. Describe offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLARS	% OF TOTAL CONTRACT

ATTACHMENT 12.2

3. Participation by Businesses Owned by Minorities:

- A. Offeror certifies that it () is, () is not, a minority business enterprise or minority owned business. For the purpose of this procurement, a minority owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.

- B. List businesses owned by minorities with which the offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____				
FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLAR AMOUNTS	% TOTAL CO. EXPENDITURES FOR GOODS & SERVICES

- C. Describe offeror's plans to involve minority businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

FIRM NAME, ADDRESS & PHONE NO.	CONTACT PERSON	TYPE GOODS/SERVICES	DOLLARS	% OF TOTAL CONTRACT

ATTACHMENT 12.2

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business phone number of the small business, women owned business or minority owned business with which the offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women owned business or minority owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the offeror has contracted for from the specified small, women owned or minority owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The offeror will asterisk (*) those goods and services that are in the offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total offeror estimated price of this contract.