



Request for Proposals

RFP #: 156-21-024

RFP Title: Consulting Services for Strategic
Diversity, Equity, and Inclusion
Plan

Date: 11/12/2020

orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

TABLE OF CONTENTS FOR RFP# 156-21-024

	PAGE
I. <u>PURPOSE</u>	3
II. <u>BACKGROUND</u>	3
III. <u>STATEMENT OF NEEDS</u>	3
IV. <u>PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS</u>	8
A. GENERAL INSTRUCTIONS	
B. SPECIFIC PROPOSAL INSTRUCTIONS	
V. <u>EVALUATION AND AWARD CRITERIA</u>	10
VI. <u>REPORTING AND DELIVERY INSTRUCTIONS</u>	11
VII. <u>PREPROPOSAL TELECONFERENCE</u>	11
VIII. <u>GENERAL TERMS AND CONDITIONS</u>	13
IX. <u>SPECIAL TERMS AND CONDITIONS</u>	21
X. <u>METHOD OF PAYMENT</u>	26
XI. <u>PRICING SCHEDULE</u>	27

ATTACHMENTS

SMALL BUSINESS SUBCONTRACTING PLAN – ATTACHMENT A

STATE CORPORATION COMMISSION FORM – ATTACHMENT B

REFERENCE DATA SHEET – ATTACHMENT C

OFFEROR CHECKLIST- ATTACHMENT D

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation with a qualified Contractor to provide Consulting Services for evaluating the internal and external factors that impact Diversity, Equity, and Inclusion (DEI) and devising a Strategic DEI Plan for the Virginia Department of State Police (VSP). The purpose of this contract is to help the VSP leadership to evaluate, clarify, define, measure and implement DEI strategies and goals to enhance diversity to optimal levels across all career groups, achieve inclusive excellence, and to be a public safety leader in DEI. Consultant should have demonstrated experience in evaluation and strategic planning for a large law enforcement agency (or agencies).

II. BACKGROUND

The Department of State Police (the Department) is the largest police department in the Commonwealth of Virginia, with 2,160 sworn positions and 899 civilian positions, totaling 3059 full-time appropriated personnel. VSP's administrative headquarters is located in Chesterfield County with an additional 111 field offices throughout the state. VSP has employees assigned to all 95 counties and 38 cities in the Commonwealth. VSP provides a vast array of public safety services to the Commonwealth, including highway patrol and criminal investigations, and maintenance and operation of the STARS radio system, Virginia FUSION Center, Virginia Criminal Information Network, Sex Offender Registry, Firearms Transaction Center, and other critical public safety functions.

Mission Statement: The mission of the Virginia State Police, independent yet supportive of other law enforcement and criminal justice agencies, is to provide high quality, statewide law enforcement services to the people of Virginia and its visitors; and to actively plan, train and promote emergency preparedness in order to protect the citizens of the Commonwealth and its infrastructure. This will be accomplished through the development of various community-based crime prevention strategies and initiatives in conjunction with traditional law enforcement and progressive community policing practices. All members of the department will provide the highest levels of courtesy and customer service to the community.

III. STATEMENT OF NEEDS:

The consulting work will be conducted in two phases. Phase I will be a review of current organizational conditions and external factors such as the demography of Virginia, VSP's ability to compete in the labor market, and the cultural and political perceptions of VSP and law enforcement generally. Phase II will require the development of a three-year strategic plan to guide the Department in DEI. The key objectives of this project are to assess the Department's culture and practices and to create actionable and quantifiable measures to strengthen the organization through DEI. The consultant will perform a root cause analysis and identify structural, cultural, and operational factors affecting DEI, proportionality, and engagement. The consultant will strategize with executive leadership to identify a prioritized set of policies, practices, initiatives, and investments in furtherance of DEI goals and objectives, along with performance measures to quantify progress. The consultant will provide special focus on sworn programs in this work with the objective of optimizing diversity across all career groups. The consultant shall conduct an organizational analysis of the Department based on the elements included in the following tasks.

A. Phase I: Review and Evaluation of the Current Organizational Conditions and External Factors

1. Development of Stakeholder Input

- a. The selected consulting firm shall interview and/or conduct focus groups and surveys with:
 - i. All VSP Personnel
 - ii. The sworn recruitment unit and human resources staff who bear responsibilities related to hiring and promotion;

- iii. A variety of external stakeholders such as community organizations, civic groups, and governmental agencies; and
 - iv. Others that the Department and project team deems necessary.
 - b. The consultant should research and obtain any other necessary data that provides perspective on operational, economic, training, and policy issues impacting DEI.
 - c. The consultant will determine the level of employee engagement as reflected by employees' perceptions that they are valued, heard, and provided with the tools to be successful in their careers.
- 2. Review of the Existing Conditions:
 - a. Analysis of Community Needs and Expectations.
 - i. Alignment of the Department's mission with the values of underrepresented groups, accounting for the economic, cultural, political, and demographic variances throughout the Commonwealth.
 - ii. Community perception and knowledge of Department services and performance and the value of law enforcement services for their investment.
 - iii. Community dynamics impacting sworn law enforcement recruitment of minority, female, and other historically underrepresented groups to the profession and the retention of those groups.
 - iv. Emerging perceptions of law enforcement in society and the impact on recruitment and retention of a diverse demography in the profession.
 - b. Structural and operational factors affecting organizational DEI.
 - i. Unique service area characteristics of VSP.
 - ii. Internal agency culture, policies, and practices and the impact to DEI in all career groups.
 - iii. Public outreach, education, and media relations.
 - iv. Sworn compensation analysis and impact to recruitment and retention. This shall include an analysis of the impact of nonmonetary factors including but not limited to the residential training academy, the uncertainty of geographic location of assignment, rotating shifts, mandatory overtime to support public safety needs, negative perceptions of law enforcement, and the inherent risks of the position.
 - c. Department Administrative Systems and Management Capacity:
 - i. Current organizational hierarchy, configuration, lines of authority, and service delivery systems.
 - ii. Training requirements and practices, and effectiveness of diversity and bias-free policing training programs.
 - iii. Management capacity
 - iv. Mentorship programs and career development.
 - v. Proportionality and equity in human resource management practices and systems, including sworn recruitment and hiring, retention, promotional processes, pre-employment processes, training, and succession planning.
 - vi. Internal communications capacity and effectiveness.
 - vii. Department and employee performance measurement and accountability systems.
 - viii. Administration of discipline.
 - d. Current and emerging VSP policies and initiatives that foster DEI.

B. Phase II Strategic Planning:

1. The Consultant shall work in cooperation with VSP to develop a report detailing organizational capabilities and challenges, goals, and objectives for optimizing DEI, and development of and performance measures to quantify progress.
2. The report shall outline a strategic plan addressing each of the areas discussed in Phase I with particular focus on law enforcement diversity in recruitment and the internal sworn promotional process. The report shall identify resource needs and strategies necessary for effective service delivery for the subsequent three years. Key components include:
 - a. Review and refinement of Departmental vision, mission, and values statements to include prioritization of DEI measures.
 - b. Development and prioritization of Departmental goals and target objectives for optimizing sworn diversity hiring and promotion.
 - c. Description of recommended actions to achieve goals and objectives including organizational changes, investments, initiatives, training, new or modified laws or regulations, and partnerships.
 - d. Estimated cost of proposed changes and enhancements to current systems and practices.
 - e. Development of a plan for implementing new technologies and strategies that may enhance diversity in recruitment, retention, and promotion.
 - f. Establishment of performance measures relative to goals and objectives.
 - g. Identification of the processes needed to implement DEI recommendations including detailed guidance on public and internal communications.

C. Deliverables and Timeline

The Contractor will complete work in phases that include milestone deliverables. Each phase proposed shall include a duration and clear definition of the deliverables.

The Contractor will provide a final strategic plan within one year of contract award date. At a minimum, the strategic plan will include the following:

1. Strategic areas of focus and overview of the importance of diversity, equity, and inclusion to fulfill the mission of the organization, including mission and vision statements, goals and objectives, and scope of the department within the current cultural norms. Additionally, provide relevant information on any policy, social, or economic factors affecting the department and a short description of the process taken to develop the strategic plan.
2. A set of reflections on the department's current strengths, challenges, opportunities, and needs in relation to diversity, equity, and inclusion. Identify data collection tools, organizational structures and gaps that affect its ability to be most effective in these areas; including, but not limited to, policy and procedural implications. Results of focus groups, facilitated meetings, surveys, and other engagement activities held during the planning process should also be included.
3. Using the outcomes of the vision, priorities, and goal-settings activities, provide the short- and long-term goals or expected outcomes (both individual and collective), strategies and deliverables that will be employed to achieve them, as well as the measures of success. Also include data sources to be used for each measure.
4. Provide strategies for the sustainability and the ability to manage diversity, equity and inclusion to be accountable, measure results in order to progress in the areas of employing, retaining and developing all employees.

<input type="checkbox"/>	The Contractor agrees to this requirement.
The Contractor must describe work phases that include milestone deliverables that include a duration and clear definition of the deliverables.	
Contractor's Response:	

5. Services Levels

Time Frames

All Contract Activities must be delivered within one year of contract award date.

<input type="checkbox"/>	The Contractor agrees to this requirement.
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6. Staffing

a. Key Personnel

The Contractor must appoint the appropriate number of individuals necessary to the project deadlines and will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the VSP account, be knowledgeable on the contractual requirements, and respond to VSP inquiries within 3 business days.

The Contractor shall provide expertise on the facilitation of strategic plan development along with expertise in the subject matter of diversity, equity, and inclusion.

The VSP has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the VSP of the proposed assignment, introduce the individual to the VSP's Project Manager, and provide the VSP with a resume and any other information about the individual reasonably requested by the VSP. The VSP reserves the right to interview the individual before granting written approval. In the event the VSP finds a proposed individual unacceptable, the VSP will provide a written explanation including reasonable detail outlining the reasons for the rejection. The VSP may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the VSP. The Contractor's removal of Key Personnel without the prior written consent of the VSP is an unauthorized removal ("Unauthorized Removal"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the VSP to be a material breach of this Contract, in respect of which the VSP may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

<input type="checkbox"/>	The Contractor agrees to this requirement.
The Contractor must identify the Key Personnel, indicate where they will be physically located and contact information, describe the functions they will perform, and provide current chronological résumés.	
Contractor's Response:	

7. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title.

Contractor's Response:

8. Project Management

a. Project Plan

Identify the project plan and how it will be managed or ask Contractor to propose a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the VSP; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required.

b. VSP's Responsibilities:

VSP staff will be made available for all workgroups, research, and implementation activities.

c. Project Management:

1. Project Plan: The Contractor will carry out the project under the direction and control of the Agency's Program Manager.
2. Meetings: The Contractor must attend all scheduled meetings, in-person with the VSP.
3. Reporting: The Contractor must provide biweekly progress reports to the Agency's Program Manager or designee. Reports may be delivered via email.

<input type="checkbox"/>	The Contractor agrees to this requirement.
The Contractor must identify Project Plan.	
Contractor's Response:	

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) complete original (marked "Original") and five (5) paper copies

(marked "Copy"), and one (1) electronic copy (CD or on flash drive marked "Original") of each proposal must be submitted to the issuing agency. If the proposal contains proprietary information, the Offeror must also submit one (1) redacted paper copy (marked "Redacted"), and one electronic copy in .pdf format (CD or on flash drive marked "Redacted"). No other distribution of the proposal shall be made by the Offeror. VSP will not accept responsibility for any public disclosure of proprietary information that is a result of improper redaction by the Offeror.

2. Proposal Preparation:

- a. 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.
- b. 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.
- c. 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 in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which 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 be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical [such as, in a three (3)-ring binder]. All documentation submitted with the proposal should be contained in that single volume.
- f. 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 § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected 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 or prequalification application, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.** If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

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 agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the VSP may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed by an authorized representative of the Offeror, and filled out as required.
2. Offeror's Experience, Qualifications, and References

VSP requires a certain level of experience and demonstrated success in delivering services of similar scope and complexity. Offeror must provide evidence that it is experienced and has performed services of similar scope and nature. Offeror's proposal should include:

- a. A narrative describing the company's business background and experience, staffing make up, and history of prior diversity, equity inclusion consulting services.
- b. Include the legal name, address, phone number and legal form of company (partnership, corporation, joint venture, etc.) If the company is a wholly-owned subsidiary of a "parent" company, then Offeror must provide information required on both firms.
- c. Plans to secure additional resources by partnering, subcontracting, or hiring. Identify and describe any strategic relationships with other related Contractors. State all sub-contractors expected to be used in performing the services and how these partners' fit into your proposed approach.
- d. Indicate if your company and/or personnel to be assigned to the project are certified in any areas that will benefit when providing services in response to this RFP. Provide resumes for all Key Personnel of the Offeror and any Subcontractor(s) that will be assigned to this contract.

- e. Explain why your company is particularly suited to fulfill the requirements of Section III.A – Phase I and III. B. Phase II of this RFP.
 - f. Describe your company’s ability to offer the long-term commitment and financial resources necessary to undertake the services required by this RFP.
 - g. Completion of the Attachment C – References Data Sheet.
3. Specific Plans or Methodology/Approach – Offeror’s proposal should include, but not be limited to:
- a. Describe in detail, the proposed plans or methodology/approach to be used for performing the Consulting Services for evaluating the current organizational culture and practices related to Diversity, Equity, and Inclusion (DEI) and devising a Strategic DEI Plan for the Virginia Department of State Police (VSP) as specified in Section III, Statement of Needs, Item A Phase I and B –Phase II of this RFP.
 - b. Describe the what, when and how the service will be performed to provide an the evaluation of the current organization culture and practices related to DEI and the strategic plan for the VSP as specified in Section III - Statement of Needs, Item A – Phase I and B. Phase II. Provide a sample project plan for implementation of a project of this type and the time frame for beginning or implementation of project plan.
 - c. A detailed description of the Offeror’s valid and reconciled invoice process. The Offeror shall provide samples of invoices for proposed invoicing process.
4. Proposed Price. Indicate price in the Pricing Schedule, Section XI of the RFP.
5. Small Business Subcontracting Plan – Attachment A. Summarize the planned utilization of Department of Small Business and Supplier Diversity (DSBSD) certified small businesses under the contract to be awarded as a result of this solicitation in accordance with instructions of Attachment A
6. State Corporation Commission Form – Attachment B. Offeror shall complete and submit Attachment B. Required of all Offerors pursuant to Title 13.1 or Title 50.

V. EVALUATION AND AWARD CRITERIA:

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the VSP using the following criteria:

Evaluation Criteria

Point Value

1. Qualifications, experience and references of Offeror and personnel assigned to perform the services	35
2. Specific Plans or Methodology/Approach for providing services to meet the Statement of Needs	30
3. Price	15
4. Participation of Small, Women-owned and Minority (SWaM) Business	20

B. **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.

VI. REPORTING AND DELIVERY INSTRUCTIONS

- A. The Contractor shall submit a Small Business Subcontracting Utilization Report to the VSP Contract Officer on a quarterly basis as specified in Section VIII, Special Terms and Conditions, Subsection G.3.
- B. The Contractor(s) shall meet the requirements and provide the following documentation to the Contracting Office sixty (60) days prior to the contract expiration date:
1. **Annual Purchase Volume Report** showing each service or group of services listed by month and total actual monthly dollars spent on this contract.
 2. **Final Small Business Subcontracting Plan Involvement Report** will be submitted prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with Virginia DSBSD certified 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, women-owned, minority-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. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance.

VII. PRE-PROPOSAL TELECONFERENCE:

An optional pre-proposal teleconference will be held at 10:00 A.M. on Wednesday, December 2, 2020. If you plan to participate in the optional Pre-Proposal teleconference, you must provide the following information via email to Patricia.Rhodes@vsp.virginia.gov no later than 5:00 p.m. on November 30, 2020.

- A.** Solicitation Number and Title
- B.** Company Name and Address
- C.** Representative Name, Phone Number, Email Address

The conference will begin promptly at the time indicated above. The Contract Officer will verify who is in attendance at the start of the conference. No one will be admitted after 10:05 a.m.

This conference can be accessed with the below dial-in information:

Dial 1-919-588-2763
Enter Meeting PIN ID: 539-454-013 #

The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Have a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL**: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and

employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

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

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries

against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. **INSURANCE**: By signing and submitting a bid or proposal under this solicitation, the bidder or 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 bidder or 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:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)
- S. **ANNOUNCEMENT OF AWARD**: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE**: Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- Y. **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.
- Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

IX. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD OF CONTRACT:** 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.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders with the eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Other Services" category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

remedies for non-compliance to include, but not be limited to, termination for default.

3. Prime Contractor Subcontractor Reporting:

- a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a **quarterly basis**, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
- b. In addition, each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a **quarterly basis**, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

- H. **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.
- I. **OWNERSHIP OF PRINTING MATERIALS:** All artwork, camera-ready copy, negative, dies, photos, and similar materials used to produce a printing job shall become the property of the Commonwealth. Any furnished materials shall remain the property of the Commonwealth. All such items and materials shall be delivered to the ordering agency in usable condition after completion of the work, and prior to submission of the invoice for payment.
- J. **OWNERSHIP OF MATERIAL:** Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the Contractor in the performance of its obligations under this contract shall be the exclusive property of the purchasing agency and all such materials shall be remitted to the purchasing agency upon completion, termination or cancellation of this contract. The contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the contractor's obligations under this contract without the prior written consent of the purchasing agency.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **WORK ESTIMATES (TIME AND MATERIAL CONTRACTS):** Under this time and material contract, the contractor shall furnish the agency with a non-binding written estimate of the total costs to complete the work required. The estimate must include the labor category(ies), the contractor's hourly rates specified in the contract, and the total material cost. Material costs shall be billed at contractor's actual invoice costs (contractor shall furnish copies of all invoices for materials) or discount off the list price, whichever is specified in the contract. If the agency determines that the estimated price is not fair and reasonable, the agency has the right to ask the contractor to reevaluate the estimate. If the revised estimate is

determined to be not fair and reasonable, the agency reserves the right to obtain additional quotes from other vendors. A work order will be issued to the contractor, as the authority to proceed with the work, which will incorporate the contractor's estimate and the terms and conditions of the contract. The contractor and his/her personnel shall log in with the designated contract administrator each day before and after work to confirm labor hours.

- M. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- N. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.
- O. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

IX. METHOD OF PAYMENT

The Contractor shall submit *itemized* invoices for only those items and/or services ordered and received as acceptable to VSP. In addition, the Contractor must submit their suppliers invoice for any media advertising and/or other non-salary direct costs for goods/services purchased that VSP will be billed at the actual cost without markup.

The invoice shall be due for payment 30 days after the invoice is received or delivery of the goods, whichever occurs last. Invoices must include the purchase order number. Failure to do so may result in delay of payment or rejection of invoice.

All invoices shall be forwarded directly to

Virginia State Police
Attention: Accounts Payable
P.O. Box 27472
Richmond, VA 23261-7472

Invoice must contain the following information:

- VSP Contract Number;
- Description of goods and services;
- Date of goods and services were provided;
- Invoice total;
- Contractor's FIN/EIN.

Payment Options: VSP may pay by check, electronic funds transfer (EFT), or with the Commonwealth's authorized procurement (charge) card.

XI. PRICING SCHEDULE

A. Instructions:

The Offeror shall complete and submit the pricing schedule in the following format with their proposal.

Price Proposal:

- a. The proposal shall include the following: Offeror shall provide proposed cost of the services specified in the Statement of Needs for performing/providing Consulting Services for evaluating the current organizational culture and practices related to Diversity, Equity, and Inclusion (DEI) and devising a Strategic DEI Plan for the Virginia Department of State Police, the “Total Fixed Not-To-Exceed Price” for a hourly billing project based on the number of hours offered for performing/providing the services which must include all costs associated with providing the services, such as retainer, travel, and living expenses, if applicable.
 - b. Submit in the “Total Fixed Not-To-Exceed Price” for performing/providing the services a breakdown per phase/each major/key component/activity/task to be performed/provide by your company, to include:
 - (1) The hourly billing rate per job title performing the services;
 - (2) The number of hours of work performed per job title and the corresponding percent of time allocated to each job title;
 - (3) Cost of a retainer;
 - (4) Maximum expense cost with a detailed description of all expenses associated with the provision of the services to be reimbursed based on the Virginia State Travel Regulations; and
 - (5) “Total Fixed Not-To-Exceed Price.”
1. The Contractor must provide pricing for the proposed Contract Activities in the table below.
 2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the VSP (e.g., shipping and handling, per piece pricing, and palletizing).
 3. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

Task/Activity	Project Staff	Expected Hours	Bill Rate	Total Price for Task
				\$
				\$
				\$
Total Price for Project				\$

Note: VSP will reimburse pre-approved travel and lodging expenses, if applicable, up to the amount specified in the current Virginia State Travel Regulations (link provided below). Reimbursement for travel (mileage, meals or lodging) are not allowed, unless they are included, as part of the Contractor’s cost proposal in the detailed work plan.

https://www.doa.virginia.gov/reference/CAPP/CAPP_Topics_Cardinal/20335-2015-Dec.pdf

Small Business Subcontracting Plan

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: Date: _____

Who will be doing the work: I plan to use subcontractors I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location)

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

ATTACHMENT C:

REFERENCES DATA SHEET (To be completed by Offeror)

Note: The following information is required as part of your response to the solicitation.

1. Qualification: The Bidders must have the capability and capacity in all respects to fully satisfy all the contractual requirements. VSP reserves the right to inspect the facilities and equipment of all Bidders prior to awarding a contract.

2. Vendor's Primary Contact:

Name: _____
Phone: _____ Fax: _____
E-Mail: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods and services: _____ Years _____ Months

4. Type of Business: Please indicate if your firm is one or more of the following:
 Small Business, Woman-Owned Business, Minority-Owned Business,
 Sheltered Workshop, Individual Business, Corporation
 OTHER _____

5. References: Offerors shall provide a list of at least Four (4) references where similar goods and/or 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.

ORGANIZATION ADDRESS CONTACT PERSON TELEPHONE

- 1. _____
- 2. _____
- 3. _____
- 4. _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

****OFFEROR'S CHECKLIST****

Be sure to complete and include the following forms with your signed proposal.

- Certification page completed and signed in ink. Original shall be submitted. *(ref. Cover Page 1)*.
- Any Addenda Signed in Ink. Document Posted on VBO eVA website. www.eva.virginia.gov
- One (1) Original and Five (5) Complete Copies of Proposal, One (1) Electronic Copy, and if the Proposal Contains Proprietary Information One (1) Redacted Electronic and One (1) Redacted Hard Copy.
- Complete Narrative and/or Information Package To Include the Following Information as Stated in Section IV, Subsection B – Specific Proposal Instructions.
- Section XI: Pricing Schedule
- Attachment A: Small Business Contracting Plan
- Attachment B: State Corporate Commission Form
- Attachment C: References Data Sheet
- Proposal envelope properly identified, including outside of express mail packages.

Late proposals cannot be accepted. Be sure to deliver to issuing agency listed on Certification Page before due date and time.