



COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
PROCUREMENT AND RISK MANAGEMENT
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225



INFORMAL REQUEST FOR PROPOSALS

Solicitation Number: DOC-15-036

Issue Date: October 27, 2014

Title: Database Search Services

Commodity Code: 20837 Database Software
91573 Public Information Services
92002 Data Access Services
95600 Library Services (Including Research and Subscription Services)
95605 Business Research Services
95670 Research services (Other than Business)

Issuing Agency: Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
6900 Atmore Drive
Richmond, Virginia 23225

Using Agency:

The purpose of this Informal Request for Proposals (IRFP) is to establish a contract for Database Research Services for the purpose of gathering information and tracking parole violators and escapees.

The initial term of the contract will be from the contract award date, with two optional, successive one year renewal periods, upon mutual consent of the Contractor and the Virginia Department of Corrections, per section VI, paragraph G of this IRFP.

Sealed proposals will be received until **November 25, 2014 at 3:00 p.m., EST** for furnishing the services described herein.

All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received in the Issuing Agency's Purchasing Office. Offerors have the sole responsibility for assuring that proposals are received in the Purchasing Office by the designated date and time.

If proposals are mailed, hand delivered, or delivered by express mail, they must be delivered to the Issuing Agency's Purchasing Office at the address shown above. **Hand delivered proposals must be delivered in ample time to allow for security check-in at the front desk and delivery to the Purchasing Office prior to the closing time for the solicitation.** Faxed, electronic or oral proposals will not be accepted.

All inquiries for information should be directed to **Laura L. Bishop at 804-887-8332, 804-674-3530 (FAX #), or at laura.bishop@vadoc.virginia.gov**.

The attached Proposal Form shall be used for submitting proposals. The Proposal Form must be completed and the certification located at the bottom of the form completed and signed by an official that has the authority to commit the Firm.

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.

**Laura L. Bishop, CPPB, VCO
Procurement Specialist Senior**

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INSTRUCTIONS TO OFFERORS:

A. PROPOSAL PREPARATION:

In order to be considered for selection, Offerors must submit a complete response to this IRFP. Proposals should be as thorough and detailed as possible so that the Department of Corrections may properly evaluate your capabilities to provide the required services. Offerors are required to comply with the following instructions:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Department of Corrections requiring prompt submission of missing information and/or giving a lower score in evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the IRFP. Emphasis should be on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the IRFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the IRFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the IRFP. The proposal should contain a table of contents, which cross references the IRFP requirements. Information, which the Offeror desires to present, that does not fall within any of the requirements of the IRFP 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 IRFP requirements are specifically addressed.
4. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
5. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the IRFP 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 § 2.2-4342(F) 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, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

6. Verify the Offeror's acceptance of the General Terms and Conditions and Special Terms and Conditions that are detailed in this IRFP.

B. SUBMISSION REQUIREMENTS:

One original and four (4) copies of the proposal must be submitted to the Department of Corrections. The Offeror shall make no other distribution of the proposals. The following must be included in the proposal:

1. All Offerors shall use Attachment A, Proposal Form, in submitting their proposed prices. The Department of Corrections will not accept oral, electronic or FAX proposals. The Proposal Form must be signed in order to be considered. If the Offeror is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, the Offeror must indicate the corporate title of the individual signing the proposal.
2. A written narrative statement to include:
 - a. Background information about the Offeror including: its size, number of employees, and annual volume of business.
 - b. Experience in providing the services described herein.
 - c. Approach to providing the service.
 - d. Names, qualifications and experience of personnel to be assigned to the project.
3. Specific plans for providing the proposed services including:
 - a. Provide a plan of operation to achieve the objectives as defined in Section III: Background and Section IV: Statement of Needs.
 - b. Describe the specific features that distinguish the Offeror from other Offerors in the field.
 - c. Describe the Offeror's method for dealing with problems and complaints presented by the Department of Corrections employees detailing at what point the problem would escalate to the next level of supervision/management.
4. Provide a minimum of three references from clients comparable to the Department of Corrections.
5. State the Offeror's acceptance of section V: General Terms and Conditions and section VI: Special Terms and Conditions.

C. OFFERORS REPRESENTATION:

Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work.

The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

D. PROPOSAL ACCEPTANCE PERIOD:

Any proposal in response to 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 canceled.

E. IDENTIFICATION OF PROPOSAL ENVELOPE:

Envelopes containing proposals shall be sealed and marked in the lower left-hand corner with the solicitation number, commodity, hour and due date of the proposal. A sample of a return mailing label for identifying the package as a sealed proposal has been provided as Attachment C. This format should be used on your response envelope. It is further suggested that if you submit your proposal by a courier such as FedEx or UPS, and place your sealed envelope inside the courier's envelope, that you clearly mark the courier's envelope with the same information. The courier's envelope should be addressed as directed on the cover page of the solicitation.

Proposals may be hand delivered to the Issuing Agency's Purchasing Office, however, ample time must be allowed for security check-in at the front desk and getting to the Purchasing Office prior to the closing time for the solicitation.

No other correspondence or other proposals should be placed in the envelope.

F. EVALUATION CRITERIA:

Proposals will be evaluated by the Department of Corrections using the following criteria:

1. The composition of the Offeror, including key personnel committed to this project, and the Offeror's capacity to provide high quality services as required by the Department of Corrections and described in Section IV: Statement of Needs;
2. The Offeror's fee proposal;
3. The technical functionalities of the proposed system.
4. The contractual terms which would govern the relationship between the Department of Corrections and the selected Contractor.

G. 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 Informal Request for Proposals, including price, if so stated in the Informal 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 Department of Corrections 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 Informal 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.

II. SUPPLIER DIVERSITY:

A. POLICY:

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business 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 Department of Minority Business Enterprise (DMBE) certified small businesses (which includes businesses owned by women and minorities) through partnerships, joint ventures, subcontracts, or other contractual opportunities. By submitting a proposal, Offerors certify all information provided in response to this IRFP is true and accurate. Failure to provide information required by this IRFP will ultimately result in reduced scoring of the proposal.

B. PARTICIPATION:

All information requested by this IRFP on the ownership, utilization and planned involvement of DMBE certified small businesses must be submitted. If an Offeror fails to submit all information requested, the Department of Corrections may require prompt submission of missing information after the receipt of proposals.

C. SUBMISSION REQUIREMENTS:

The Offeror must submit data for small business including: (1) ownership, (2) utilization of DMBE certified small businesses over the recent 12 months, and (3) planned involvement of DMBE certified small businesses on the procurement resulting from this solicitation. The format for submission of this data is included in Attachment B.

III. BACKGROUND:

The Virginia Department of Corrections (VADOC) various units will utilize these services for a variety of purposes including, but not restricted to:

- Locating fugitives that have absconded from Probation and/or Parole
- Identifying gang members and security threat groups
- Verification of information for employment purposes
- Locating victims and verify family information on offenders to advise them on the release of the offenders

IV. STATEMENT OF NEEDS:

The Contractor shall provide unlimited real-time (where possible) access to a web-based database used for locating fugitives, identifying gang members, verifying information for employment purposes, and locating victims of crime in order to notify them of the release of offenders. The VADOC requires licenses for a minimum of 20 users. These are the VADOC **minimum** parameters. The database access should allow the end user to research an individual's:

- Public records, such as Department of Motor Vehicles, DEA Controlled Substances License, Death Records, Firearms & Explosives License, Hunting/Fishing License, Marriage/Death Records, Liens & Judgments, etc...
- Sexual Offender records, to include both registered and non-compliant individuals, their location, photo and ability to map their location
- Place of employment, including a minimum of that employers name, address, telephone number, the individual's dates(s) of employment
- News sources, such as CNN...
- Current family members, co-workers, neighbors, known associates, and their locations/contact information
- Phone numbers, including unlisted numbers, including cell phones. Search by name, phone number, and allow reverse look-up to locate address of individual
- Discover links between people, businesses, assets and locations.
- The VADOC requires the ability to generate a variety of reports from these sources as needed

V. GENERAL TERMS AND CONDITIONS:

A. **VENDORS MANUAL:**

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into 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.eva.virginia.gov/learn-about-eva/vendors-manual under "Manuals".

B. **APPLICABLE LAWS AND COURTS:**

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual

dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, §2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION:

By submitting his/her 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*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, §2.2-4343.1E)

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

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

D. ETHICS IN PUBLIC CONTRACTING:

By submitting his/her proposals, Offerors certify that his/her 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 his/her proposal, and that they have not conferred on any public employee

having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By 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 submitting his/her proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS:

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

I. CLARIFICATION OF TERMS:

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

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia*, §2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
 - (1). To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2). To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a

subcontractor may not be construed to be an obligation of the Commonwealth.

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

R. DRUG FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees, (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, marijuana or alcohol 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance, marijuana or alcohol during the performance of the contract.

S. 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 their objection, access to equivalent goods, services, or disbursements from an alternative provider.

T. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement 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) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

U. 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.

V. PROPOSAL PRICE CURRENCY:

Unless stated otherwise in the solicitation, offerors shall state offered prices in US dollars.

W. 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.

VI. 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. 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. 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.

C. CONFIDENTIAL INFORMATION:

The Contractor acknowledges that in the performance of this contract, confidential and proprietary offender information will be made available to the Contractor. The Contractor agrees to maintain the confidentiality of the offender information. The Contractor will not disclose any offender information to any third party without prior written authorization from the DOC. These obligations will apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.

D. DELIVERY:

Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the bidder. The Agency requires the bidder to deliver within a reasonable time after ARO. If the bidder does not insert a stated delivery time in the blank below, the bidder/ will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below:

Agency's desired delivered time: 7 calendar days ARO

OFFEROR'S STATED DELIVERY TIME: ____ CALENDAR DAYS ARO

E. 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 their 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 their subcontractors and of persons employed by them as he is for the acts and omissions of their own employees.

F. PRODUCT INFORMATION:

The offeror shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the proposal to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered nonresponsive.

G. RENEWAL OF CONTRACT:

This contract may be renewed by the Commonwealth upon written agreement of both parties for two, one year successive periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

H. 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.

I. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:

The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.

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

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to 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.

J. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the offeror is not required to be so authorized. Indicate the above information on the SCC Form provided as Attachment G. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation state (including without limitation the SCC Form provided) is streamlined and definitive, and the Commonwealth's use and acceptance of such form, its acceptance of Contractor's statement describing why the 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.

ATTACHMENTS
ATTACHMENT A: PROPOSAL FORM

This Proposal Form is required to be submitted as a part of the Offeror's proposal.

1. VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:

Name: _____ Phone: _____

Email: _____

2. VENDOR INFORMATION:

Company Name: _____

Phone Number: _____

Fax Number: _____

Address: _____

eVA Vendor ID or DUNS Number _____

Years in Business: Indicate the length of time the Company has been in business providing this type of good or service: ____ Years ____ Months

3. CURRENT OR RECENT ACCOUNTS:

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Statement of Needs in the Informal Request for Proposals. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

4. PRICE SCHEDULE:

PRICING TABLE	
Monthly Number of Minimum Users	20
Monthly Features Fee (per Use/per Month)	
Additional Fees/Charges*	
Total Monthly fees per user	
Total Monthly Fees x 20 users	

***Describe charges in detail below:**

5. **CONTRACTOR ASSIGNED STAFF:** The Contractor shall list the names and credentials (licenses, professional certifications) of all staff assigned to the DOC account to provide the Services detailed in this Informal Request for Proposals.

Name:

Credentials:

- A.
- B.
- C.
- D.

Note: In the event of staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the DOC required background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. The DOC may remove any Contractor employee that the DOC feels threatens the health or safety of staff/inmates/offenders, security of the facility or quality of the service provided by the Contractor.

6. **VIRGINIA STATE CORPORATION COMMISSION:** Identification Number: _____
Verify that your SCC Registration status is "active". _____ Yes _____ No

7. **DELIVERY:** State your earliest firm delivery or performance date: _____ 20____.
This date may be a factor in making the award.

8. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda:

Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____
Addendum No.:	_____	Dated:	_____

9. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

Yes No

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

Signature:
Name (Print):
Title (Print):
Date:

ATTACHMENT B: SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN

Small Business Subcontracting Plan

Definitions

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

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

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

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

Offeror Name: _____

Preparer Name: _____ Date: _____

Instructions

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

Section A

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

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

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when

they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals \$					

ATTACHMENT C: SAMPLE PROPOSAL SUBMISSION ENVELOPE LABEL

Offeror's Name:
Offeror's Address:

Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management, Room 2150
6900 Atmore Drive
Richmond, Virginia 23225

Buyer: Laura L. Bishop
IRFP #: DOC-15-036
IRFP Due Date: November 25, 2014, 3:00 p.m.

ATTACHMENT D: STATE CORPORATION COMMISSION

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 bidder 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 bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):