**REQUEST FOR PROPOSAL (RFP)**

Issue Date: May 21st 2015 RFP# FAM-15-093

Title: Child Specific Adoption Recruitment

Commodity Code: 95247 and 99052

Issuing Agency: Commonwealth of Virginia

Department of Social Services

Office of General Services

801 East Main Street, 14 Floor

Richmond, VA 23219-2901

Location Where Work Will Be Performed: Statewide

Initial Period of Contract: From September 1, 2015 through June 30, 2016 (Three One-Year Renewal Options – See Section IX.I)

Sealed Proposals Will Be Received Until 3:00 p.m., June 22nd, 2015 For Furnishing The Services Described Herein.

All Questions or Requests For Information Should Be Directed To: Brian Craig, Contract Officer, By Email at [brian.craig@dss.virginia.gov](mailto:brian.craig@dss.virginia.gov) or By Phone at (804)726-7180. The last day questions will be received is June 10th.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: VIRGINIA DEPARTMENT OF SOCIAL SERVICES, ATTN: BRIAN CRAIG, 801 EAST MAIN STREET, 14th FLOOR, RICHMOND, VA 23219-2901

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

Name And Address Of Firm:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature In Ink)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Zip Code: \_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax:(\_\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\* PREPROPOSAL CONFERENCE: An *optional* pre-proposal conference will be held on Monday June, 1st at 10:00 a.m. at the Virginia Department of Social Services’ Central Region Training Center located at 1604 Santa Rosa Road, Suite 202

Richmond, VA 23229. (Reference: Section VII. herein).

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

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1. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish one or more contracts through competitive negotiation for a contractor(s) to conduct Extreme Recruitment® for youth who have parental rights terminated and have been waiting the longest for an adoptive family or have characteristics that put them at risk of aging out of the system without permanent placement. It is the intent of the Commonwealth to make an award in one or more geographical regions of the Commonwealth (See attachment C).

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| **Extreme Recruitment®: A Manual for Replication, 2015 (Attachment A)**  Extreme Recruitment® was started by the Foster and Adoptive Care Coalition of St Louis Missouri in 2008 and it is now recognized as a child welfare best practice model. It is a race to find permanency for youth using 12-20 weeks of intensive recruitment efforts and permanency preparation. Extreme Recruitment® works exclusively with the hardest-to-place children: ages 10-18, sibling groups, children of minority status, and youth with emotional, developmental, or behavioral concerns. It requires:   * Intensive, weekly meetings between the child’s professional team members for 12-20 weeks. * Preparing the youth for adoption, including their mental health and educational needs. * Exhausting all forms of adoption recruitment.   The added ingredient that makes Extreme Recruitment® so effective is the use of ***private investigators***. The Extreme Recruitment® goal is:   * Reconnect 85% of youth with a network of safe, appropriate adults * Match 70% of youth with an adoptive family |

The Contractor(s) will be trained on the Extreme Recruitment® model and learn how to apply the tools of the model. The contractor will work in partnership with the youth’s permanency team to find persons related by blood or kin-like relationships (i.e., former foster families, teachers, coaches) that may be a prospective adoptive permanency resource for the youth or a significant reconnection for the youth to ensure support that can be in place after foster care. The contractor in partnership with the youth’s permanency team will mine case files and records, use search tools such as the Internet and public records to find these persons and engage them per the Extreme Recruitment® model and direction of the youth’s permanency team. The youth’s custodial agency service worker will be responsible for the finalization of the adoption or integrating and engaging the reconnected resource as part of the youth’s formalized transitional living plan.

It is anticipated the contract will be awarded beginning September 1, 2015 and ending on June 30, 2016. The contract(s) may be renewed, at the option of the Commonwealth, for an additional three one-year periods.

**VDSS will hold Extreme Recruitment Training which is mandatory for all contract awardees to attend on September 8th in Richmond, Virginia.** See Attachment E – Extreme Recruitment Training and Technical Assistance Calendar.

**Eligible Offerors**

Eligible Offerors may include Virginia private child placing agencies, local departments of social services, private firms, and non-profit entities. Eligible offerors may be a collaboration of the types of offerors identified. The staff assigned to the project must have proven knowledge of child welfare services, experience in case management services to children and families, and investigative experience and knowledge using search tools to locate persons.

**Funding**

Through state funding, an estimated $625,000 is available to support the contracts for this service. The state expects to consider offers that will be representative of service within each of the five VDSS regions: Central, Eastern, Northern, Piedmont and Western. However, because of the Extreme Recruitment® model, only a limited number of agencies per region will be considered.

VDSS will determine the proposals that are the most advantageous and present the Best Value to the Commonwealth and will award contracts to those Offerors.

1. **BACKGROUND**

*Laws*

The Adoption and Safe Families Act (AFSA) 1997 and the Fostering Connections to Success and Increasing Adoptions Act (Act) of 2008 have made major changes in the state requirements to achieve timely permanency for children in foster care.

In the mid-1980s, the number of children in foster care began to climb sharply, while the number of children who were adopted from foster care remained static. Most children who enter foster care eventually return to their families, but concern developed in the 1990s about the growing number of children who did not return home and were remaining in foster care for long periods of time. At the same time, there was a growing perception that federal law needed clarification regarding the importance of child safety. These factors prompted the 105th Congress to enact legislation with two primary goals: (1) to ensure that consideration of children’s safety is paramount in child welfare decisions, so that children are not returned to unsafe homes; and (2) to ensure that necessary legal procedures occur expeditiously, so that children who cannot return home may be placed for adoption or another permanent arrangement quickly. Under ASFA, states must file a petition to terminate parental rights and concurrently, identify, recruit, process and approve a qualified adoptive family on behalf of any child, regardless of age, that has been in foster care for 15 out of the most recent 22 months.

One of the key provisions of the Fostering Connections to Success and Increasing Adoptions Act of 2008 requires a transitional plan for children aging out of foster care.During the three month period immediate prior to the child turning 18 (or greater as the state may elect) a caseworker must provide the child with assistance and support in developing a transition plan. “It recognizes the importance of permanent, emotionally sustained relationships for older youth to reach self-sufficiency and thrive during young adulthood.” (The Roundtable, Volume 27, Number 2).

*Policy Guidance*

VDSS guidance mirrors the Act. It guides local departments of social services (LDSS) to continue to focus on achieving permanency for the older youth with a sense of urgency. It states that for youth to be successful in adulthood, they should leave the foster care system in a planned manner that connects them to a lifelong family. Youth who age out of the foster care system without a permanent family are more likely to experience poverty, homelessness, incarceration, and mental health and medical problems. They also lack the necessary educational and life skills to be successful in life. These challenges result in significant economic, emotional and social costs for the youth and society. (Child and Family Services Manual; Chapter E, Foster Care, April 2014).

Virginia is a state supervised, locally administered child welfare system. The 120 LDSS are divided into five (5) VDSS regions (Central, Eastern, Northern, Western and Piedmont) and they manage what is called agency placement adoptions. Once in foster care, a permanency goal is established for the child. Permanency goals include Reunification with Family, Custody Transfer to Relative and Adoption. In most cases, the first goal considered is return to their home/family. When that is not feasible, the other alternatives are considered, including custody transfer to relatives or adoption by a relative or non-relative.

*Best Practices*

To help youth achieve permanency in a timely manner, in 2009, Virginia added a best practice model, Family Engagement, as one of the building blocks for its Children’s Services System. Family Engagement is a relationship focused approach that provides structure for decision making and that empowers both the family and the community in the decision making process. A Family Partnership Meeting is a Family Engagement tool which extends partnership messages to caregivers, providers and neighborhood stakeholders. Meetings are held for all decisions involving prevention of placement in very high and high risk CPS families, prior to a child’s removal from a birth or adoptive family, prior to a change of placement, and prior to a change of goal. Family Partnership Meetings can be convened at any time in the process of service provision.

More recently, selected Virginia localities have been receiving training on another best practice model, Permanency Roundtables. Roundtables have proven to be successful in developing new strategies to expedite permanency, as well as identifying systemic barriers that can get in the way of permanency (Casey Family Programs).

Extreme Recruitment® can be another resource to LDSS to help achieve permanency for those youth who have been waiting the longest. These maybe youth with multiple placements due to behavioral issues, and most likely are living in group homes or residential settings.

In 2013, VDSS signed contract agreements with two child placing agencies to do Extreme Recruitment®. Both contractors provided services to LDSS agencies in the VDSS Eastern region. In addition to Eastern, one contractor also provided services in the Central Region and both provided limited services in the Northern region. These contracts expire June 30, 2015 and are not eligible for renewals.

1. **STATEMENT OF NEEDS**

The federal timeframe established to achieve the goal of adoption is 24 months from when a child first enters foster care. Virginia is not achieving adoptions in a timely manner. The median time to adoption in Virginia is 33 months.

VDSS, is seeking proposals that will lead to the establishment of a contract with a qualified Contractor (s), to use a child welfare recognized best practice, Extreme Recruitment®, to perform child specific recruitment for youth in foster care who are legally free for adoption and have been waiting the longest for an adoptive family or have characteristics that put them at risk of aging out of the system without permanency. The request is for Extreme Recruitment® to be available in all five VDSS regions. However, because of the intensity of the model and limited resources, only a portion of the eligible youth in the custody of the 120 LDSS can be served by the contracts. VDSS is interested in accomplishing the following outcomes with the use of Extreme Recruitment®:

* + Increase the likelihood that children who cannot return home achieve permanency with transfer of custody to a relative or with an adoptive parent (Relative or Non-Relative).
  + Intensify the activities around family finding and appropriate adult reconnections.
  + Increase the possibility that sibling groups can be placed in the same home.

*Youth Population Base*

In 2013 under an initiative known as VAdopts, the state launched and has sustained an intense spotlight on adoption and the need to ensure that children and youth who have parental rights terminated (TPR) are permanently connected to families before they leave foster care. Outcomes for these youth are being tracked and compared as cohort groupings described below:

* 2012 Cohort – all children in care on 12/31/2012 (\*largest group because the point in time of entry into foster care was not defined; only criteria was that they were in foster care)
* 2013 Cohort – all children in care January 1, 2013 through December 31, 2013
* 2014 Cohort – all children in care January 1, 2014 through December 31, 2014

Cohort Data on Finalized Adoptions

* Of the 774 children who were in foster care as of December 31, 2012 and had a goal of adoption (referred to as the “2012 Cohort”), 453 (59%) eventually exited to adoption 24 months later (by the end of December 2014). Sixty-seven children emancipated out of foster care, and 52 left for other reasons (e.g., reunification with biological parents, juvenile detention). This leaves 202 children who were still in care by the close of 2014. However, among these children, 14 were in pre-adoptive homes, waiting on finalization of their adoptions.
* Of the children who were in foster care on December 31, 2013 and had a goal of adoption (“2013 Cohort”; N=466), 236 (51%) exited to adoption 12 months later, by the end of 2014. Eighteen children emancipated out of care, and two left for other reasons. This leaves 209 children who were still in care; however, 46 were in pre-adoptive homes, waiting for finalization of their adoptions.
* Through December 2014, the 2012 cohort, 320 children, or 41% of the cohort, had exited to adoption 12 months later (by end of December 2013). In comparison, the 2013 cohort achieved adoption for 51% of their youth within the first 12 months. Based on current trends, it is likely that the 2013 cohort will achieve nearly 70% of their youth exiting to adoption within 24 months.

In January 2015, there were 4,422 children in foster care. Of this number, 772 were available for adoption. By age grouping the 772 available for adoption were represented as follows: 0-9: 43.2%; 10-12: 16.6%; 13-15: 23.6% and 16-17: 16.5%.

See Attachment B: Active Foster Care Case Count by LDSS and by Age Effective May 06, 2015.

1. Eligible Youth for Extreme Recruitment®

The services include: 1) reconnecting youth with safe and appropriate relatives/kin; and 2) matching youth with permanent resources for adoption. Youth referrals to the contractors will be reviewed and approved by the Virginia Department of Social Services (VDSS) regional staff. Upon approval of the youth for Extreme Recruitment®, the contractor will then work in collaboration with the LDSS to do the recruitment. There will be a priority placed on the longest waiting children but others may also be accepted. Youth selected must meet the following criteria:

* 1. Ages 10 or older. Exceptions to this are allowed if the child meets ONE or more of the following criteria:
* Child is part of a sibling group being served.
* Child has documented elevated medical or mental health needs
* Child has been legally free for adoption for six months with no permanent resource identified
  1. In foster care longer than 15 months.
  2. Legally free for adoption.

Additionally, by Virginia guide (not necessarily the Extreme Recruitment® model) youth should be considered for the following reasons:

1. Registered with AREVA for at least six (6) months, and has received five (5) or fewer inquiries.
2. Length of time in care.
3. Current age places child/youth at risk of aging out without permanency.
4. Has been in multiple placements.
5. In a congregate placement with no identified, permanent, committed family waiting.
6. VDSS/Contractor Roles and Responsibilities
7. The Regional Permanency or Resource Consultants assume responsibility for accepting referrals from the LDSS (custodial agencies) to review with the custodial agencies and approve the case for referral to the contractor. [Rationale: The consultants know the individual local workers; they know the cohort cases in their regions that could benefit from additional assistance to achieve permanency; they are skilled and have immediate access to OASIS and Safe Measures to verify data on the youth.
8. The Contractors will be responsible for providing a complete overview of the Extreme Recruitment® model to the participating LDSS agencies and following the model to meet contract outcomes. The contractors and its collaborative partners will identify a list of potentially eligible cases that will be submitted to the VDSS regional staff for review and approval for work. [Rationale: The pre-selected cases will ensure a faster start-up for the contract work.]
9. Recruitment Activities

The Contractor must base their proposal on the Extreme Recruitment® model that was established by St Louis, Missouri. Information about this model can be found at <http://www.foster-adopt.org/carleen-goddard-mazur-training-institute/extreme-recruitment>. Also, see Appendix A: Extreme Recruitment®, A Manual for Replication, February 26, 2015.

After the children have been approved for referral, the Contractor will staff the case with a highly experienced **supervisor, recruiter** and an **investigator**. A case can include one child or a sibling set. A meeting on each case is held weekly for 12-20 weeks. After a match is made, the team continues to meet monthly until the adoption is finalized.

Supervisor: The supervisor will ensure successful outcomes of the Extreme Recruitment program holding parties responsible for weekly deliverables, overcoming institutional barriers, and encouraging strong collaboration among agencies. Other responsibilities include case record review, adoption readiness assessment, adoption preparation, network building, and execution of child-specific recruitment plans.

Recruiter: The recruiter carries out all aspects of multi-faceted, child-specific adoption recruitment with a caseload of up to seven (7) youth (or sibling groups) in foster care. Intensively serving each youth for 12-20 weeks with the goals of ensuring a system of supportive adults for at least 85% of youth and identifying a permanent resource committed to adoption or guardianship (custody) for at least 70% of participating youth.

Investigator: The investigator may be a licensed private investigator or someone who has experience with investigations such as a child protective services worker, retired law enforcement persons, etc. Both the private investigator and the recruiter will be responsible for the diligent search for the child.

* At the end of the search, the contractor should have a list of at least 40 relatives for the child or sibling set.
* The contractor should reach out to the child’s natural network for child-specific recruitment. Community connections, current and former foster parents, should be taken in to consideration as permanent placements.
* The contractor will also be expected to use targeted recruitment which focuses on a specific group. Certain groups can be utilized such as Faith-based organizations, Businesses, Services Clubs, and support groups or agencies.
* General Recruitment will be utilized for each child that the contractor will be working with such as online video profile, Wednesday’s Child, Heart Gallery, AdoptUSKids, and newspaper features.
* It is anticipated that some travel will be necessary for locating and communicating with prospective adoptive families. Any travel necessary shall not exceed state rates and overnight travel must be approved by the VDSS contract administrator.

The Extreme Recruitment® model requires a pre and post- assessment of the youth to determine child well-being measures. Currently in Virginia, CANS is used by service workers to assess well-being. The contractor should establish with all partners to include referring LDSS agencies the need for this assessment in a timely manner.

1. Utilize Other Resources to Complete Adoption

The Contractor will be expected to work with the referring LDSS to help transition the youth and family to a finalized adoption or to write the formal transitional living plan to include the responsible adults to whom the youth has been reconnected. Youth who are receiving services under Extreme Recruitment® cannot be on a child list for the Adoption Through Collaborative Partnership (ATCP) contract unless pre-approved by the Adoption contract administrator. Finalization of the adoption is the responsibility of the custodial agency based on the permanency plan developed under Extreme Recruitment®.

1. Extreme Recruitment® goal and expected contractor outcomes
2. Contractors will reconnect 85% of youth with a network of safe, appropriate adults. [A “reconnection” is defined as any form of contact (i.e., letter, phone call, visit, etc.) after there has been no contact for a minimum of six months.]
3. Contractors will match 70% of youth with an adoptive family. [A “match” has been identified once an individual has committed to adopting or taking guardianship (custody) of the youth and the team is in agreement that the identified person is an appropriate resource.]
4. Contractors & Collaborations

Contractors may be a combined mix of the eligible offerors. The Extreme Recruitment® model works best when there is a spirit of cooperation and trust among the team. An effective collaborative team may be a private agency/firm/child-placing agency applying with signed memorandums of agreement from two to three LDSS agencies that have agreed in advance to partner by referring youth via the VDSS process. Another example of a collaborative team would be three to four LDSS agencies collaborating to use the identified Extreme Recruitment® staff (supervisor, recruiter, and investigator) to work on behalf of each of the partnering agencies.

1. Special Information Security Requirements**:** The contractor and its sub-contractors shall:
   * + 1. Not have direct access to DSS systems. The contractor and its sub-contractors can review case information under the guidance of the local DSS in either hardcopy or electronic format, but cannot have direct system access to DSS’ systems of record.
       2. Have criminal background checks conducted on all contractor employees and its sub-contractors used in the fulfillment of this contract. The contractor shall obtain criminal background checks from the State Police and shall certify to DSS when such certification has been received. The contractor shall maintain certification on file for review by DSS.

3. Read and sign a Non-Disclosure agreement before being granted access to DSS-sourced information.

4. Take reasonable and prudent steps to protect the security of DSS-sourced information held in the contractors’ possession for purposes of meeting the contract deliverables.

5. Purchase and load on all computers used by the contractor and its contractors an Anti-Virus Program and ensure that it is kept current with the vendor’s antivirus updates. The contractor will provide proof of current Anti-Virus Product upon request.

6. Own all software that is loaded on the computer systems used to provide the contract deliverables.

7. Provide and maintain a list of all current employees and sub-contractors working under the authority of this contract and the address from which staff will be working.

8. Provide a copy of written contracts that binds the listed sub-contractors to the requirements of this contract.

9. Immediately report to DSS’ Chief Information Security Officer ([Security@dss.virginia.gov](mailto:Security@dss.virginia.gov)) or call (804) 726-7915 any breach or suspected breach in the security or confidentiality of any personally identifiable information as part of the performance of a contract. The report must contain:

* 1. Name of person making the report
  2. Contact information to include telephone, email, and mailing address
  3. Brief description of the incident

10. Provide information requested by DSS’ Chief Information Security Officer relating to breaches or suspected breaches within 48 hours of the request.

11. Sensitive information made available to the contractor and its sub-contractors electronically under this agreement will be provided on encrypted media (CD/DVD/USB or through secure file transfer).

1. The information must remain encrypted while at rest on the contractor’s equipment. This may be accomplished by the configuration of an encrypted partition or through the use of encrypted files/drives.
2. Encrypted files must contain passwords for access in order to protect the information in the event of theft.

12.  At the end of the contract, contractors are required to delete from any electronic device to include computers, tables, and Smart phones any information gathered for this program and submit to the Contract administrator a written statement that all data associated with the contract has been removed.

1. Geographic Regions
   1. VDSS Regions. The Commonwealth intends to make award(s) to service a limited number of Local Department of Social Services within each of the five (5) Regional Districts. (See Attachment C)
   2. Offeror’s MAY propose to service multiple regions but offerors must, at minimum, submit separate Pricing Sheets, and Staff (resume’s, number of staff per category, statement of work) for each Region they propose to service.
2. **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. Proposals shall be submitted in the form of one (1) original and three (3) copies, and one (1) complete CD copy must be submitted to the Virginia Department of Social Services. If the proposal contains proprietary information, the offeror must also submit one (1) CD copy with proprietary information removed. The CD must be labeled with the RFP number and the name of the offeror. The original hard copy proposal shall be so marked. No other distribution of the proposal shall be made 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 Offeror’s proposal.

e. 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.

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, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

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.

1. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Department of Social Services may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
2. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.

**Subject Expertise**

1. Describe your agency’s/organization’s experience with the adoption of children from the foster care system and your understanding of the need to achieve permanent homes for youth who cannot be returned to their birth families.
2. Describe your agency’s capacity to perform specified investigative tasks.
3. Describe experience you have had in general, targeted, and specific recruitment to find, locate and or market to a targeted population to meet an identified need. Identify the communication medium that was necessary to engage the targeted population.
4. Describe communication skills that are effective in family engagement and family strengthening to improve teamwork, decision-making, and problem solving with the targeted population of this RFP.

**Organizational Capability and Structure**

1. Identify the mission of your organization and tell how this mission supports the purpose of this RFP or will be useful in carrying out the purpose of this RFP.
2. Describe the geographic area that you propose to serve given the intent of this RFP and the use of Extreme Recruitment® services. See Attachment C: Virginia Map Showing VDSS Regional Boundaries
3. Describe briefly your agency/organization’s history in the provision of services to populations that have experienced trauma and loss and services you may have provided or purchased to stabilize this group.
4. Describe the “track record” of your agency/organization and any previous or current experience in the provision of services to families emphasizing particular strengths/experiences working with families of diverse cultures and socio­economic backgrounds and families who have histories dealing with physical and mentally challenging conditions.
5. Describe the staff (i.e., the supervisor, recruiter, and investigator), facilities and time that will be required to carry out activities designed to achieve the expected outcomes identified in this RFP. Indicate whether current staff will be used or new staff will be hired for the project. Summarize the competency of key project staff that will be dedicated to deliver the direct services to the target group and manage the project (if positions are not filled, substitute a job description); include descriptions of current and previous relevant experience/training in serving adoptive children or achieving permanent living situations for others, investigating and recruitment. For any staff for who will have a shared responsibility for the project, detail how the responsibilities will be shared, current duties, current caseload and source of funds for the other duties of this position. Position descriptions and resumes must be included and are considered as part of the page count. In your proposal the offeror must identify the number of personnel for each Labor Category identified in Attachment G – Offeror’s Proposed Cost Sheet. If the Offeror is proposing to service more than one Geographical Region offeror must submit separate staff data and a separate Pricing Sheet per region offeror is proposing to service.

**Collaborations**

1. Describe your plan to collaborate with public and private agencies in the geographic area you propose to service. If your collaboration is formal, present memorandums of agreements with a minimum of three (3) partners. If your collaboration is informal, present three letters of support. Proposals without evidence of partnerships within the targeted region will be seen as lacking in capacity.
2. Describe two (2) to three (3) successful collaborations/partnerships your agency has experienced that focused on innovative approaches to delivery of services to clients. What was the need and how did your innovative approach make improvements?
3. Provide a statement about your intent to fully cooperate with the technical assistance that will be provided by the St Louis Foster Care Coalition the architects of Extreme Recruitment®.

**References**

Offerors that are non-child-placing agencies shall submit a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services. Include with each reference the name, address, and telephone number of the point of contact. Briefly describe the project/service that was provided.

**Evaluation Plan**

Describe how you will evaluate progress and effectiveness of the strategies and activities necessary to achieve the outcomes targeted in this RFP. Include target dates for the beginning and end of each activity, including planning activities and staff responsible. Specify any details for subcontracting. Identify target populations, numbers to be served and units of service for each objective and activity. Complete the project Goals, Outcomes and Initial Work Plan (Attachment D) to describe the project methodology.

The evaluation of outcomes must be based on the stated goals, objectives and activities.

**Proposed Price.** Offerors must provide the labor categories and fixed price per hour for each labor category proposed to perform work. Each offeror must include in their projected costs $1,750 for the Extreme Recruitment® training and on-going technical assistance from the Foster & Adoptive Care Coalition of St. Louis, Mo. The cost, $1,750 is per region for the proposed service. **VDSS will hold Extreme Recruitment Training which is mandatory for all contract awardees to attend on September 8th in Richmond, Virginia.** See Attachment E – Extreme Recruitment Training and Technical Assistance Calendar.

Offeror’s **MUST** submit one Pricing Sheet (Attachment G) for each VDSS Region they are proposing to service (Attachment C).

**Note:** The hourly rates and fixed fees shall include all direct salary and payroll burden, plus overhead and profit. Overhead includes, among other cost items, all administrative expenses and supplies needed for delivery of services. This contract allows for reimbursement of travel for tasks directly associated with this contract. Overhead-related travel is not required in the hourly fees/rates. Travel expenses shall not exceed the most recent approved Virginia state governmental travel regulations. State travel regulations can be viewed at the <http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102011.pdf>. Travel must be pre-approved by the VDSS Contract Administrator. Use Attachment G: Offeror’s Proposed Costs to complete the projected expenses for the service delivery.

State Corporation Commission Form – Attachment F: Required of all offerors pursuant to Title 13.1 or Title 50. *Include SCC Form, Annex 7-I, in Request for Proposals.*

**V. EVALUATION AND AWARD CRITERIA**

A. EVALUATION CRITERIA:

Proposals shall be evaluated by the Purchasing Agency using the following Criteria:

1. Specific Plans and Methodology to be Used to Provide Services to the VDSS Geographic Region (See attachment C) **(40%)**
2. Experience and qualifications of the firm and personnel assigned to perform the services **(27%)**
3. References from other clients: VDSS reserves, at its discretion, the right to check any and all references of the Offerors **(15%)**
4. Price (See Attachment G – Offeror’s Proposed Costs) **(18%)**

**AWARD TO MULTIPLE OFFERORS:** Selection shall be made of one 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 will make award(s) by geographic region according to the VDSS Regional Boundaries (See Attachment C). The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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 REQUIREMENTS**

A. The Contractor shall provide a monthly progress report outlining all activities and progress related to each case. The template for the monthly report will be provided by VDSS at the initial meeting with the contract awardees. The monthly report shall be submitted with the monthly invoice (See Section X – Method of Payment).

1. **PREPROPOSAL CONFERENCE**

**OPTIONAL PREPROPOSAL CONFERENCE:** An *optional* pre-proposal conference will be held on Monday June, 1st at 10:00 a.m. at the Virginia Department of Social Services’ Central Region Training Center located at 1604 Santa Rosa Road, Suite 202 Richmond, VA 23229. 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.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

1. **GENERAL TERMS AND CONDITIONS**

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under “Vendors Manual” on the vendors tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual.* The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

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

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By 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 Virignia.

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

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**

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

I. **CLARIFICATION OF TERMS:** If any prospective 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 (BIDDERS/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.

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 REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer’s Liability - $100,000.

1. 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 must be named as an additional insured and so endorsed on the policy.

1. 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.)

**Profession/Service Limits**

Accounting $1,000,000 per occurrence, $3,000,000 aggregate

Architecture $2,000,000 per occurrence, $6,000,000 aggregate

Asbestos Design, Inspection or Abatement Contractors $1,000,000 per occurrence, $3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental

Hygienists, Optometrists, Registered or Licensed

Practical Nurses, Pharmacists, Physicians, Podiatrists,

Chiropractors, Physical Therapists, Physical

Therapist Assistants, Clinical Psychologists,

Clinical Social Workers, Professional Counselors,

Hospitals, or Health Maintenance

Organizations.) $2,150,000 per occurrence, $4,250,000 aggregate

(Limits increase each July 1 through fiscal year 203) per *Code of Virginia* § 8.01-581.15.

Insurance/Risk Management $1,000,000 per occurrence, $3,000,000 aggregate

Landscape/Architecture $1,000,000 per occurrence, $1,000,000 aggregate

Legal $1,000,000 per occurrence, $5,000,000 aggregate

Professional Engineer $2,000,000 per occurrence, $6,000,000 aggregate

Surveying $1,000,000 per occurrence, $1,000,000 aggregate

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](http://www.eva.state.va.us)) for a minimum of 10 days.

T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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, 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) 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.

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.

W. **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.

X. **PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state 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.

**IX. SPECIAL TERMS AND CONDITIONS**

1. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of one 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(s) which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth will make award(s) by geographic region according to the VDSS Regional Boundaries (See Attachment C). The Commonwealth reserves the right to make multiple awards as a result of this solicitation. 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.
2. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

1. **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 be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
2. **SECURITY LICENSE:** If the offeror is licensed, or has a subcontractor that is licensed, The offeror shall place the license number in the space provided below:

Private Security Services Business License Number:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For assistance, offerors may contact the Department of Criminal Justice Services at 804-786-4700.

1. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual’s and the agency’s written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
2. **PROTECTION OF SENSITIVE PERSONAL INFORMATION:** The contractor and its sub-contractors shall protect sensitive personal information in a manner that meets or exceeds the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Recommended Security Control for the Federal Information Systems, revision 3. Sensitive Personal Information – means any information that (i) identifies or can be used to identify, contact, or locate the person to whom such information pertains, or from identification or contract information of an individual person can be derived, and (ii) includes any one or more of the following: social security numbers or equivalent national identification numbers; driver’s license numbers or other identification numbers issued by a governmental body or education institution (such as taxpayer or student id numbers); passport numbers; bank account numbers; credit and debit card numbers; personal identification numbers (PIN); passwords or other electronic identification numbers or information a person uses to access personal or financial information or resources; a parent’s legal surname prior to marriage; digital signatures; medical or health information that relates to the past, present, or future physical or mental health or condition of an individual, or the provision or payment of healthcare to or for an individual; personal financial information; nonpublic personal information as defined in 16 C.F.R. 313.3; or information that discloses any racial or ethnic origin, political affiliation, religious beliefs, trade union membership or sexual orientation.

At the end of the contract, the contractor and its subcontractors will initiate a removal standard that meets or exceeds the Commonwealth Standard for Removal of Commonwealth Data from Electronic Media Standard (SEC514-03) (03/15/2008). The contractor and its subcontractors will provide written assurance to VDSS of the removal within 7 calendar days after the removal and no more than 30 days after the contract end date.

1. **IDENTIFICATION OF PROPOSAL ENVELOPE:** Ifa special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_\_\_\_\_\_\_

Name of Offeror Due Date Time

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street or Box Number RFP No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip Code RFP Title

Name of Contract/Purchase Officer: Andrea Hendricks

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

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

1. **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.
2. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for one year under the terms and conditions of the original contract except as stated in 1. 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-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

1. **SMALL,** **WOMEN, AND MINORITY-OWNED BUSINESSES SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:**

1. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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1. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
2. Each prime contractor who wins an award valued over $200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

J. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** It is anticipated that the contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.

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

b. For orders issued August 16, 2006 thru June 30, 2011, 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.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 0.75%, Capped at $500 per order.

(ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at $1,500 per order.

d. For orders issued July 1, 2013, 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 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](mailto:eVA-catalog-manager@dgs.virginia.gov).

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

L. **METHOD OF PAYMENT**

Valid invoices shall be submitted to VDSS on a monthly basis within fifteen (15) calendar days after services are provided. Payment will be made by VDSS no later than 30 days after receipt of a valid invoice and receipt of services in accordance with Section 2.2-4352 of the Code of Virginia.

All invoices from the Contractor shall itemize the total number of hours worked per employee billed to the contract during the invoice period, by case number, for each labor category and the hourly rate of the labor category. The invoice must also include the VDSS Contract Number and contract FIN number. Monthly invoices shall be submitted to: [DFScontractinvoices@dss.virginia.gov](mailto:DFScontractinvoices@dss.virginia.gov).

M. **OPTIONAL PREPROPOSAL CONFERENCE:** An optional preproposal conference will be held on Monday June, 1st at 10:00 a.m. at the Virginia Department of Social Services’ Central Region Training Center located at 1604 Santa Rosa Road, Suite 202 Richmond, VA 23229. The purpose of this conference is to allow potential bidders/offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

* + 1. **ATTACHMENTS**

1. Extreme Procurement – A Manual for Replication, 2015 ®
2. Active Foster Care Case Count by LDSS and by Age Effective May 06, 2015
3. Virginia Map Showing VDSS Regional Boundaries
4. Project Goals, Outcomes and Initial Work Plan
5. Extreme Recruitment Training and Technical Assistance Calendar
6. State Corporation Commission Form
7. Offeror’s Proposed Cost
8. W-9 Form

Note: Offeror, if utilizing Private Investigators, must also complete Section IX.C – Security License on page 14 of the RFP.