

REQUEST FOR PROPOSALS (RFP)
RFP No. BEN-11-091

ISSUE DATE: June 27, 2011

TITLE: TANF Funding Pool

COMMODITY CODE: 95243

ISSUING AGENCY: Virginia Dept. of Social Services
801 East Main Street
Richmond, VA 23219-2901

LOCATION: Statewide

INITIAL PERIOD OF CONTRACT: July 1, 2012 – June 30, 2013
(1-year renewal option)

SEALED PROPOSALS WILL BE RECEIVED UNTIL **3:00 PM ON AUGUST 1, 2011**, FOR FURNISHING THE SERVICES DESCRIBED HEREIN. ALL INQUIRIES CONCERNING THIS RFP SHOULD BE DIRECTED TO LINDA DRESSLER AT (804) 726-7565 or by e-mail at linda.dressler@dss.virginia.gov.

MAILED OR HAND-DELIVERED PROPOSALS ARE TO BE SENT/DELIVERED TO: The TANF Funding Pool, Virginia Department of Social Services, Division of Benefit Programs, Attention: Linda Dressler, Room 979, WyeStone Plaza, 801 East Main Street, Richmond, VA 23219-2901. PROPOSALS RECEIVED AFTER THE DUE DATE AND TIME WILL BE RETURNED UNOPENED WITHOUT CONSIDERATION.

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

<small>(Name of Organization)</small>	Date:
<small>(Address – Line 1)</small>	Signature:
<small>(Address – Line 2)</small>	Printed Name:
	Title:
ZIP Code:	Phone: ()
Facsimile: ()	E-mail:

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **10:00am on Friday, July 8, 2011** at the VCU VISSTA Richmond Area Training Center, 1604 Santa Rosa Road, Richmond, VA 23229. See Appendix A for directions.

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 Offfeor because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment.

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REQUEST FOR PROPOSALS – RFP No. BEN-11-091

SECTION I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit proposals for proven service approaches and strategies that further purposes two through four of the Temporary Assistance for Needy Families (TANF) program in strengthening the families of the TANF eligible population and promoting their self-sufficiency. The purposes of TANF are as follows:

1. *To provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives. (Purpose 1 is met by the TANF cash assistance program and is not addressed in this RFP.)*
2. *To end the dependence of needy parents on government benefits by promoting job preparation, work, and marriage*
3. *To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.*
4. *To encourage the formation and maintenance of two-parent families.*

The Virginia Department of Social Services (VDSS) intends for the key outcomes of this initiative to be increased self-sufficiency for current TANF recipients, and those likely to become TANF recipients, plus the following additional outcomes for this population: a decrease in child abuse/neglect; a decrease in out-of-wedlock pregnancies; a decrease in subsequent out-of-wedlock births for unmarried parents already having one or more children born out-of-wedlock, and an increase in marriage and two-parent family formation.

Because of the relationship between non-marital births, single-parent households, low educational attainment, unemployment, and poor outcomes for both parents and children over the lifespan, the Virginia Department of Social Services (VDSS) intends that the key outcomes of this initiative to be attained through increased employment for the target groups, increased educational attainment as measured by degree or certificate, increased skills attainment as measured by appropriate certification, increased enrollment in apprenticeship programs, and increases in other positive career measures such as increased military service. Because of the connection between science, technology, engineering, and mathematics (STEM) occupations and high-demand, high-wage employment, VDSS is particularly interested in education, training, and employment efforts related to those occupational areas.

FUNDING: Proposals will be funded from TANF Block Grant funds not transferred to the Child Care and Development Block Grant or the Social Services Block Grant, or expended for cash assistance, employment services, or child care benefits for TANF recipients, subject to federal availability. The CFDA number is 93.588. Recipients of funding through this solicitation must comply with federal TANF laws and regulations. Funds will be awarded to firms, organizations, and/or agencies that have proven records of effectively delivering the described services and successfully leveraging private and public sector dollars to carry out activities.

It is expected that some awards will be made to firms/organizations/agencies offering to provide statewide coverage. Given the wide variety of services and potential combinations of geographic groupings and statewide coverage, proposers should be reasonable in their requests and recognize that funds must support services across Virginia. Funds are not intended to supplant existing resources or to duplicate

existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

Proposers may submit ONLY ONE proposal, but a firm, organization or agency may be a participant/partner in multiple proposals.

Awards will be made for the period July 1, 2012, through June 30, 2013, with the option for one twelve month renewal thereafter. No later than October 1, 2011, VDSS will provide a summary of the proposals and recommendations for funding to the Governor and General Assembly for inclusion in the biennial budget. The final decision regarding proposal approval and funding will be made by the Governor and reflected in his proposed budget.

FUNDING CONSTRAINTS: Any organization currently receiving funding from the TANF Block Grant, including organizations receiving Employment Advancement for TANF Participants funds, must describe the relationship, if any, of programs funded by Employment Advancement funds and programs proposed for implementation under this RFP. Organizations whose proposals are approved for funding from the TANF Funding Pool, and who also receive other funding from the TANF Block Grant, will be subject to additional reporting requirements so that services and expenditures can be accurately tracked.

ELIGIBLE APPLICANTS: Entities eligible to submit proposals are:

- Local Departments of Social Services*
 - Incorporated nonprofits
 - For-profit organizations (additional requirements – see General/Special Terms & Conditions)
 - Business and industry
 - State agencies
 - Local government entities in Virginia
 - Educational institutions
 - Faith-based organizations
- *(LDSS agencies may not provide direct services.)

A variety of options exist for the development of proposals which may vary and can include any combination of eligible organizations. Submission of a group proposal is strongly encouraged wherever feasible for services, economies of scale and/or the geographic coverage of partner agencies.

Where multiple firms/organizations/agencies are involved in one proposal, a lead agency and fiscal agent must be identified. The proposer must be the lead agency; if an agency other than the proposer is to serve as the fiscal agent, that organization must sign an additional document after the award (such document will confirm the intent of the organization to comply with state and federal fiscal requirements). Once an award is made, the fiscal agency must also identify a contact if one has not already been specified in the proposal.

SECTION II. BACKGROUND

The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ((PRWORA) ended Aid to Families with Dependent Children and replaced it with the TANF program funded through block grants to the states. Since that time, Virginia has funded a number of programs addressing the broad purposes of TANF outlined in Section I. In addition to the funds that go to support cash assistance payments or are transferred to other block grant programs, funds have been made available from the TANF block grant to

address social issues that impact family self-sufficiency and the well-being of children through various requests for proposals (RFPs) and through legislation.

In Senate Bill 1223, the 2011 Session of the Virginia General Assembly charged the Virginia Department of Social Services with the responsibility for instituting an RFP process for the TANF Funding Pool. The TANF Funding Pool is made up all TANF block grant funds not transferred to the Social Services Block Grant, the Child Care and Development Block Grant, or used for cash assistance, employment services, or child-care benefits, up to an amount equaling 12% of the TANF block grant. The legislation gave the Virginia Department of Social Services responsibility for setting priorities for the use of the funds and for instituting a process through which organizations could compete for funding. The legislation also placed the final decision regarding which, if any, proposals to fund with the Governor and General Assembly.

SECTION III – STATEMENT OF NEEDS

A. Overview

The TANF program provides cash assistance payments to needy families meeting income and other eligibility guidelines. Funds are also available through the TANF Block Grant for the operation of programs that address the non-material aspects of poverty delineated in Section I- single parenthood, family break-up, and child maltreatment. It is the non-material needs of the poor - those addressed by TANF purposes 2, 3, and/or 4 - that proposals funded under this RFP should be designed to address.

Programs designed to address these needs should be based on proven, evidence-based strategies. It is anticipated that most programs and activities funded under this RFP will have outcomes that are easily quantifiable and which can be related back to per participant and per outcome costs.

B. Target Populations

The target populations eligible for services fall into one of the following categories:

1. Families that include a current or former recipient of TANF cash assistance. These individuals may be participants, or have been participants, in the VIEW (Virginia Initiative for Employment not Welfare) employment program.
2. Families that include a current or former recipient of TANF Diversionary Assistance.
3. Other families who are at risk of becoming TANF eligible. These families must include a child and have family incomes not exceeding 200% of the federal poverty level. Additionally, the parent must have two or more factors associated with TANF receipt: single parenthood, low educational attainment, lack of occupational credentials, or lack of marketable employment skills.
4. For programs focused on preventing and reducing out-of-wedlock pregnancies, families and individuals at risk of having an out-of-wedlock birth.

C. Focus of Projects

Proposals should address purposes 2, 3, and/or 4 of TANF. Additionally, they should focus on one or more of the following areas which support the goals of the TANF program: Employment, Education/Training, Marriage, Development of Healthy Parent/Child Relationships, Prevention of Out-of-Wedlock Pregnancies.

An organization may submit a proposal addressing one or more focus areas. For each area addressed, the TANF purpose(s) - 2, 3, and/or 4 - must be identified. Additionally, specific objectives must be developed that can be met within the grant period and with the funds awarded. Proposals must

include the required information for each focus area. (Note: Proposals addressing one focus area will be given the same consideration as proposals addressing multiple areas. Proposals will be evaluated based on the quality of the services proposed, and the expectation of successful outcomes, not the number of focus areas addressed.)

Proposals must include scope of services descriptions, objectives, strategies, outcomes, and performance measurement plans sufficient to achieve success in the area(s) of focus. The final evaluation of the project at the end of the grant period must demonstrate that the program goals were achieved and that participants and their families have been able to achieve positive, measurable changes in their lives.

The following are examples of programs, by focus area, that could achieve the outcomes envisioned by this solicitation:

1. Employment
 - Work with employers to develop internship programs for TANF-eligible individuals that provide a self-sufficient wage and a pathway to continuing career opportunities.
 - Assist individuals in obtaining employment in occupations with entry wages that allow for self-sufficiency and which also offer clear paths to career advancement.
2. Education/Training
 - Assist individuals in identifying educational deficits and obtaining the needed education or training while maintaining employment of at least 20 hours per week.
 - Work with state and federal apprenticeship programs to enroll individuals in high-wage occupational areas, especially areas considered non-traditional, and provide intensive support through the training period.
3. Marriage
 - Work with young families in building stable relationships and in improving the ability of both parents to support themselves so that marriage becomes a viable option for them through additional education, training, or employment.
 - Help young parents begin planning for marriage through enrollment in Individual Development Account (IDA) programs that will allow them to save toward education and home ownership.
4. Development of Healthy Parent/Child Relationships
 - Assist young parents in establishing goals for their families, including improved interactions for parents and children, and in utilizing education, training, and employment opportunities to increase the long-term prospects for the family.
 - Provide services to young mothers, including teen parents, with the goal of decreasing subsequent child bearing in order to improve the outcomes for both mother and child.
5. Prevention of Out-of-Wedlock Pregnancies
 - Help women at risk of a first out-of-wedlock pregnancy secure educational or employment success as a substitute for the anticipated rewards of early child bearing.
 - Provide opportunities for teenagers and young adults of both sexes to take on responsible, “adult” roles through arrangements in which they mentor others, thereby discouraging attitudes and behaviors leading to early parenthood.

SECTION IV – PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS:

A. General Requirements:

In order to be considered for a grant award, applicants must submit a complete response to this RFP.

1. Applicants are required to submit three (3) full proposals with original authorized signatures and three (3) copies. Originals shall be so marked. A full proposal includes the complete RFP as issued, Project Narrative and completed ***Attachments A - F***. The copies need only include the Project Narrative and ***Attachments A - F***.

The originals and each copy of the proposal should be stapled or clipped securely in the upper left corner. All additional documentation submitted with the proposals should be included with the originals and copies in a single volume. Please do not submit original proposals and copies in 3-ring notebooks, folder or with spiral or other type binding. **A CD of the entire proposal must also be submitted. The CD shall be labeled with the RFP Title, RFP Number, and the Applicant's name. In addition, Offerors shall submit a copy of their proposals by e-mail to: linda.dressler@dss.virginia.gov. E-mailed copies of the proposals must be submitted by the due date and time of this RFP.**

2. Proposals shall be signed by an authorized representative of the organization. Proposals that lack required signatures will not be considered. A primary contact should be identified to participate in any VDSS sponsored trainings on sub-recipient monitoring, outcome-based performance, and project and performance evaluation in order to ensure appropriate levels of implementation and coordination.
3. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VDSS, at its discretion. Mandatory requirements are those required by law or regulation, or are such that they cannot be waived and are not subject to negotiation.
4. Proposals should be prepared simply and economically, and include a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Proposals must be typed on single-sided —8.5 x 11 white paper, using a standard font size no smaller than 11 point.
5. The proposal Project Narrative may not exceed five (5) pages. The following items will NOT be counted toward the five-page limit: ***All Attachments***, Letters of Support or Collaborative Agreement(s), and Position Descriptions of key staff and leaders of the project.
6. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered consecutively. The proposal should contain a Table of Contents that cross-references the RFP requirements.
7. 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 Applicant's 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 Applicant to satisfy a "must" or "shall" requirement does

not automatically remove that Applicant from consideration; however, it may affect the overall rating of the Applicants' proposal.

8. 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 applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant 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 the rejection of the proposal.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so the VDSS and review committee may effectively evaluate the organization's capabilities to provide the proposed services. Applicants are required to submit the following items as a complete proposal, in the order listed below (*Attachment F* is a checklist of requirements.)

1. RFP AND ADDENDA

- Submit the complete RFP and all addendum acknowledgements, if any, signed in ink and filled out, as required.

2. PROPOSAL SUBMISSION FORM

- Page 1, the Proposal Cover Sheet should be signed in ink by an authorized representative of the applicant organization.

3. PROPOSAL SUMMARY - *Attachment A*

- Must include authorized signature, names and contact information for the staff who will play a key role in implementing the project (i.e., Primary Contact, Project Administrator and Finance Officer – see definitions at end of *Attachment A*) and include the projected number of clients / participants to be served by the project according to identified categories (i.e., Children, Families, Fathers and Mothers).
- The summary must be organized using the template provided in *Attachment A, Proposal Summary*.

4. DETAILED PROJECT NARRATIVE (5 page limit)

- Include a written Word document description of the project.
- Descriptions that are concise and specific will be viewed most favorably.
 - (a) **Discussion of Proposed Project**
 - i. Explain the proposed project.
 - ii. Include project's goals and objectives and, if applicable, explain collaboration with other agencies, and plans for sustainability.
 - iii. Indicate number of clients to be served by geographic area and include demographic description of clients or targeted participants, if applicable.

- iv. Describe activities (outputs) to be conducted to achieve desired outcomes or objectives, and state reason for the selection of activities. The Proposal Work Plan (*Attachment C*) should provide additional detail of activities and timelines.
- v. Proposals must include measurable outcomes to achieve results in the selected focus area(s). The clarity of the outcomes and the performance measures that will be used to verify those outcomes are critical Award Criteria (*Attachment A*, Proposal Summary). In addition, geographic and rural/urban representation, as well as diversity among project focus areas, will be considered among the Award Criteria.
- vi. Identify all training curricula and assessment tools to be used (if applicable) and cost per participant, if purchased.

(b) Statement of Need

- i. Describe the need for the proposed services or the situation to be addressed, and include current data to support need. It is recommended that the needs assessment information included in the proposal contain data collected since 2005.
- ii. Define the target population and geographic area to be served.
- iii. Describe how the proposal relates to focus areas identified in the RFP.
- iv. Identify which TANF purpose(s) – 2, 3, and/or 4 – is addressed by the proposal.
- v. Describe input from clients or other stakeholders and community resources used to identify the need, as well as available to assist with the project implementation.

(c) Capacity and Support

- i. Introduce the organization, its history, mission, goals and experience and capabilities to implement the proposed project, or to expand an existing project.
- ii. Provide a brief overview of the structure and function of the organization.
- iii. Describe key leaders and staff who would be involved with implementation of the project, and provide job descriptions.
- iv. Provide information about collaborative partners, their roles, ongoing support level, and experience.
- v. Demonstrate that project staff understands, acknowledges and respects cultural differences between themselves and their clients, and that the materials used in the project reflects the cultural, linguistic, racial and ethnic diversity of the populations served.

(d) Project Design

- i. Specifically, describe the anticipated outcome(s) in measurable terms. Outcomes impact recipients of services and the community and may include, but are not limited to, changes or benefits that occur because of the project activities (outputs).
- ii. Describe the planned activities (outputs) that will be in place to achieve the desirable goals and objectives. Include details on expected project deliverables, products and sustainability.
- iii. Describe the role of each community partner.
- iv. Be sure to complete the template in *Attachment A, Proposal Summary*)

(e) Evaluation and Performance Measurement

- i. Include a clear plan for evaluating the accomplishment of the desired outcomes, and state the criteria for success.
- ii. Describe what data will be collected and how. Describe how data will be analyzed and presented to determine the effectiveness of the project. Identify all assessment and data collection tools that will be used to assist in the project evaluation.

- iii. The plan should include the key components of a formal process evaluation to include information about how participants will be recruited to the project and how they will be served once they are in the project. The type of information collected is not only vital input for helping to assess project effects, but will also provide feedback that can be helpful in efforts to refine the project intervention and to support replication of successful project components at other locations.

Note: *This information will assist VDSS in determining if the underlying model for the project was implemented with integrity, as well as identify variations in services and participants. The information will assist in identifying key similarities and differences across funded projects regarding project objectives, participation levels, service delivery strategies, the environment, and a variety of other areas.*

The Evaluation Plan should:

1. Describe the social, economic, educational, and cultural environment in which the project will operate;
2. Identify project goals and objectives and the extent of variation in these objectives across sites;
3. Establish the underlying logic of the major project strategies and interventions (e.g., how the project interventions are expected to affect the families and individuals served);
4. Establish the sequence of events and other descriptive information about project design, development, and start-up;
5. Describe major project components/services (i.e., the project interventions), including plans for addressing project shortcomings and implementation delays;
6. Plans for capture participants' goals and objectives and how participants will flow through the service delivery system, including how they may be referred for services outside the project;
7. Describe participant characteristics;
8. Describe client outcomes and changes from pre-participation outcomes;
9. Document costs; and
10. Describe how the project will document previously implemented successful approaches and the feasibility of replication in other localities.

5) BUDGET AND NARRATIVE OF EXPENSES - **Attachment B**

- Complete the Budget Summary (**Attachment B**), and include a description of each proposed expenditure and justification of the proposed expenditure (i.e., the need for it). Expenses for employee salaries and benefits must be detailed using the 2nd page of the form. All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and must apply directly to the project.

6) ASSURANCES – **Attachment D** [attached to the RFP as a PDF document]

- Must be signed by an authorized representative of the organization. Proposals that lack the authorized signatures will not be considered.

7) W-9 FORM - **Attachment E**

- Complete and submit the Taxpayer Identification Certificate with the proposal.

8) LETTERS OF SUPPORT AND COOPERATIVE AGREEMENTS

- Current letters of support from agencies and organization directly involved in the proposed project or activity must be included but will not be counted toward the five-page limitation for the Project Narrative.
- Local Departments of Social Services or other public agencies must include partnership or collaborative agreements with other entities in order to submit a proposal.

9) PROPOSAL ENVELOPE / PACKAGE IDENTIFICATION:

- The signed proposal should be returned in a separate envelope or package addressed as directed on Page 1 of the RFP. The package or envelope should be sealed and identified as follows:

From: (Name of Grantee) / (Street or Box Number) / (City, State, Zip)

Due Date & Time: **August 1, 2011 3:00 PM Eastern Time**

RFP Title: 2012 – 2013 VDSS The TANF Funding Pool

RFP No. **BEN-11-091** Attention: Linda Dressler

Note: If a proposal is not contained in a special envelope upon receipt, the Applicant 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. Applications may be hand-delivered to the designated location in the office issuing the solicitation. No other correspondence or other applications should be placed in the envelope. The closing date for receipt of proposals under this Request for Proposals is **Monday, August 1, 2011 3:00 PM**. Late applications will not be accepted.

SECTION V. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

A panel comprised of VDSS staff and individuals having knowledge of strategies that support the purposes of TANF will review the proposals and make preliminary programmatic and funding recommendations for contract awards. Proposals will be evaluated using the Best-Value Acquisition procedure. Using this procedure, the following descriptions will be used in evaluating the proposals:

RATING	DESCRIPTION
Exceptional	Exceeds requirements and demonstrates an exceptional understanding of goals and objectives. One or more major strengths exist. No significant weaknesses exist.
Acceptable	Demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses, however, strengths outweigh the weaknesses.
Marginal	Demonstrates a fair understanding of the goals and objectives of the procurement. There are weaknesses that outweigh the strengths that exist. These weaknesses will be difficult to overcome.
Unacceptable	Applicant's proposal fails to show an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses.
Incomplete	The proposal did not address the RFP requirements.

To be considered for funding, proposals must meet the stated purposes, and the general and specific requirements, as outlined and published in this RFP. **REFER TO SECTION IV: PROPOSAL REQUIREMENTS AND SUBMISSION INSTRUCTIONS** for the information to be submitted.

Criteria are listed in the order of importance.

1. Proposed Project

- The purpose(s) of TANF, and the specific area(s) of focus, that the proposal is designed to address can be met by the proposed program.
- Activities, outcomes, goals and objectives are consistent with goals and objectives set forth in the RFP
- Proposal Work Plan specifies services to be provided and uses measurable outcomes
- Timeframes for project planning and implementation are reasonable
- Specifies who (staff/volunteers) will provide the services and identifies appropriate and qualified personnel to implement project
- Specifies target population and projected number of families or individuals to be served

2. Need for Services Established

- Clearly defines the problem and population to be served
- Uses statistical and other information to document need
- Defines project impact
- Identifies existing resources and ensures unnecessary duplication will not occur
- Letters from community agencies indicate project will meet a need

3. Budget

- Costs are reasonable and consistent with proposed activities/services
- Clearly explains all costs
- Demonstrates ability to maintain records and fiscal accountability
- Clearly documents the sources of any other funds used to support the proposal

4. Demonstrates Capability to Carry Out Proposed Project

- Describes purpose and goals of the lead agency
- Demonstrates adequacy of agency projects, activities, staffing and organizational structure to support proposed project
- Specifies geographic service area
- Demonstrates effective use of community services
- Letters of support exhibit confidence that agency can carry out the proposed project; necessary interagency agreements are present

5. Evaluation

- Project Evaluation Plan measures the degree of success in accomplishing project goals and objectives
- The evaluation methodology is clearly described
- The methodology measures quantity and quality of services
- Evaluation plan includes process and outcome evaluation methods
- The evaluation plan includes a method for ongoing review
- Record-keeping and data collection plans are specific and appropriate

Consideration will be given to the geographic areas served and to the specific purpose(s) of TANF addressed by the proposal. Consideration will also be given to applicants who submit performance-based proposals for delivery of services. Each proposal meeting the specified guidelines will receive full consideration.

BEST VALUE AWARD(S): Selection shall be made of two or more applicant(s) deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the Applicant(s) whose proposal(s) represent the most advantageous and best offer. Awards will be made on a best value basis to the Applicant(s) which, in its opinion, represents the best overall combination of quality, price, and various elements of required goods/services, as stated in this solicitation, that in total are optimal relative to the agency's needs. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D). The award document will be contract incorporating by reference all the requirements, terms and conditions of the solicitation and the applicant's offer as negotiated.

SECTION VI. REPORTING REQUIREMENTS AND DELIVERY INSTRUCTIONS:

- A. The Grantee must furnish VDSS with regular project and financial progress reports and a final report in such form and quantity as VDSS may require, including but not limited to the following:
1. Quarterly progress reports on activities conducted and outcomes achieved during the reporting period, entered on the required reporting form
 2. Quarterly financial progress reports and reimbursement request invoices that include supporting documentation for all expenses incurred during the reporting period (*e.g., purchases of supplies, staff time sheets, client sign-in sheets to document attendance, etc.*)
 3. Quarterly progress and financial reports must be submitted in a timely manner according to the schedule determined and communicated by the VDSS Grant Administrator. Also, see Section V., Evaluation and Award Criteria
 3. These records shall be available for review by the Commonwealth and expenditures will be monitored by VDSS. Failure to submit any required reports within the specified time period shall be cause for withholding requested reimbursements, or for revocation, termination or suspension of this contract.
 5. A final report shall be due no later than 45 days after the end of the contract period. The VDSS Grant Administrator will specify the format of the final report. The final report must include a comprehensive evaluation of the project's effectiveness and whether the anticipated outcomes were achieved. In addition and if applicable, the final report content should include the following:
 - a) Briefly identify any barriers that were encountered and how they were addressed.
 - b) Describe what remains to be accomplished in the original objectives and the plan for continuing the activities of the project and sources of funding to accomplish these objectives.

6. The sub-grantee shall provide any and all fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as prescribed by VDSS to assure fiscal control, proper management, and efficient disbursement of funds received under this grant.

SECTION VII - OPTIONAL PRE-PROPOSAL CONFERENCE:

OPTIONAL PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at 10:00 A.M. on July 8, 2011 at the VCU/ VISSTA Richmond Area Training Center, 1604 Santa Rosa Road, 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 is not a prerequisite to submitting a proposal, those who intend to apply are encouraged to attend. **Please bring a copy of the RFP with you.** Any changes resulting from this conference will be posted on eVA (www.eva.virginia.gov) as a written addendum.

After conclusion of the pre-proposal conference, any questions about the specifications of the RFP or RFP documents must be submitted in writing to: Linda Dressler (linda.dressler@dss.virginia.gov) no later than **5:00 P.M. on July 25, 2011.**

VIII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- 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 subgrantee 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 subgrantee shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, applicants 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 subgrantee agrees as follows:

- a. The subgrantee 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 subgrantee. The subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the subgrantee, will state that such subgrantee 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 subgrantee will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, applicants certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Subgrantee certifies that the Subgrantee 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 their proposals, applicants certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the subgrantee 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 RFP's:** 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 applicant has questions about the specifications or other solicitation documents, the prospective applicant 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 Subgrantee:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the subgrantee directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract

number and 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, which are to be paid for with public funds, shall be billed by the subgrantee 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, subgrantees 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 subgrantee, in writing, as to those charges which it considers unreasonable and the basis for the determination. A subgrantee 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 subgrantee awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the subgrantee'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 subgrantee's intention to withhold payment and the reason.
 - b. The subgrantee 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 subgrantee 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 subgrantee's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime subgrantee 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, subgrantees 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 APPLICANTS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the applicant to perform the services/furnish the goods and the applicant shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect applicant'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 applicant fails to satisfy the Commonwealth that such applicant 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 subgrantee 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 scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The VDSS may order changes within the general scope of the contract at any time by written notice to the subgrantee. 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 subgrantee shall comply with the notice upon receipt. The subgrantee shall be compensated for any additional costs incurred as the result of such order and shall give the VDSS 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 subgrantee accounts for the number of units of work performed, subject to the VDSS's right to audit the subgrantee's records and/or to determine the correct number of units independently; or
 - c. By ordering the subgrantee 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 subgrantee shall present the VDSS with all vouchers and records of expenses incurred and savings realized. The VDSS shall have the right to audit the records of the subgrantee 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 VDSS within thirty (30) days from the date of receipt of the written order from the VDSS. 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 subgrantee from promptly complying with the changes ordered by the VDSS 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 subgrantee 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 over \$50,000, as a result of this solicitation, the VDSS will publicly post such notice on the DGS/DPS eVA web site (www.eva.virginia.gov) for a minimum of 10 days.
- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the subgrantee agrees to (i) provide a drug-free workplace for the subgrantee'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 subgrantee'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 subgrantee that the subgrantee 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 subgrantee, 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.

- S. **NONDISCRIMINATION OF SUBGRANTEES:** An applicant 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 applicant 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.
- T. **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.
- U. **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. **Note: This clause applies only to for-profit entities.**

- W. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - d. For orders issued August 16, 2006 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 eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes. **Note: This clause applies only to for-profit entities.**

SECTION IX. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The sub-grantee 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. The sub-grantee further agrees to comply with the organizational audit requirements of OMB circular A-128, "Audits of State and Local Governments" or the single Audit Act and OMB circular A-133.

A Sub-grantee who exceeds \$500,000 or more in combined federal funding is required at its expense to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. A copy of all audits must be forwarded to the VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter must be submitted with the audit report.

- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate for convenience 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. **CONFIDENTIALITY:** Any information obtained by the applicant concerning recipients of services under this agreement shall be treated as confidential in accordance with relevant provisions of State and federal law.
- D. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The sub-grantee 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 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. Sub-grantees 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. Sub-grantees shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-grantees and their employees working on this project may be required to sign a confidentiality statement.
- E. **SUB-GRANTEE AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the contractor shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia. The contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
- F. **SUBGRANTEE PERFORMANCE:** The VDSS may monitor and evaluate the sub-grantee's performance under the agreement through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/ organizations and individuals having knowledge of the sub-grantee's services or operations, audit reports, and other mechanisms deemed appropriate by the VDSS. Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future grant awards and negotiations.
- G. **PRIME SUBGRANTEE RESPONSIBILITIES:** The sub-grantee 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 sub-grantee. The sub-grantee 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.
- H. **FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.
- A. A contract will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of a subgrant award. Upon approval of the contract, the sub-grantee will be reimbursed for expenses on a (monthly/quarterly) basis according to the terms of the contract. Therefore, the applicant agency must be prepared to pay expenses as they are incurred and then submit expenditure statements on a (monthly/quarterly) basis to the Department of Social Services for reimbursement. The

sub-grantee should allow 30 days from the time expenditure statements are received by the Department until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

B. The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

- I. **EQUIPMENT**: Equipment purchased under the terms of this contract shall be limited to equipment indicated in the approved budget. Ownership of equipment purchased under this contract which has a retail value of \$500 greater at the time of purchase may revert to VDSS at the end of the contract period when ownership is requested by VDSS in writing. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with VDSS or any of its agents.
- J. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the VDSS. In the event that the sub-grantee desires to subcontract some part of the work specified herein, the sub-grantee shall furnish the VDSS the names, qualifications and experience of their proposed subcontractors. The sub-grantee 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.
- K. **OWNERSHIP OF MATERIAL**: Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to the Commonwealth of Virginia and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
1. Any reports, studies, curricula, photographs, negatives, films, videos, or other documents prepared by the applicant in the performance of its obligations under this contract shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract.
 1. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the applicant's obligations under this contract without the prior written consent of VDSS.
 2. Any materials produced under this contract must bear a statement that the project was supported by VDSS and identify the title of the funding source. The contractor agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the contractor or by any Applicant describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement: *This project was supported by VDSS Solicitation No. BEN-11-091, with funds made available to Virginia from the U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Justice/U.S. Department of Health and Human Services.* The applicant also agrees that one copy of any such publication will be submitted to VDSS to be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the applicant.

- L. **RENEWAL OF CONTRACT:** This contract may then be renewed at the option of the Commonwealth and by written agreement of both parties for one year under the terms of the original contract and at a reasonable time prior to the expiration.
- M. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** For-profit companies submitting proposals in response to this Request for Proposals are required to submit a small business subcontracting plan (see attached).
1. It has been 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 prime contractors are required to submit a Small Business Subcontracting Plan. Unless the contractor 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 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.
 2. 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 monthly 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.
 3. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a monthly 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. **Note: This clause applies only to for-profit entities.**
- N. **SMOKE FREE ENVIRONMENT:** By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either

directly or through State or local governments, by Federal contract. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

* The Contractor agrees that it will require the language of this certification be included in any sub awards (subcontracts or purchase orders), which contain provisions for children's services so that the provisions will be binding upon each subcontractor or vendor.

- O. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. **Note: This clause applies only to for-profit entities.**
- P. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in an *estimated* 2 purchase order(s) 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 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 eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, 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. **Note: This clause applies only to for-profit entities.**

SECTION X. METHOD OF PAYMENT

- A. **FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

Grants will be awarded based on the recommendation by the Governor and General Assembly. A statement of grant award/acceptance will be signed between VDSS and an authorized representative of the applicant organization upon award of the grant. Upon approval of the grant award, the grantee will be reimbursed for expenses on a monthly basis, according to the terms of the grant award.

Therefore, grantees must be prepared to pay expenses as they are incurred and, then, submit expenditure statements/requests for reimbursement to VDSS on a quarterly basis. The grantee should allow 30 days from the time expenditure statements/requests for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date the errors are corrected.

The grantee will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the Commonwealth.

- B. **EXPENDITURES:** VDSS may elect to make payments via direct deposit (electronic data interchange – EDI). If this option is used, grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. All expenditures made pursuant to this Contract (**see Attachment B, Budget Summary**) shall be for services and related matters as described in the approved Proposal Work Plan (**see Attachment C**) and must be in accordance with the laws of the Commonwealth of Virginia and the United States of America. Expenditures are also subject to the A-102 Common Rule and OMB Circular A-87. The web link to all Office of Management and Budget (OMB) Circulars can be found at: <http://www.whitehouse.gov/omb/circulars/index.html>.

Depending on the proposal, and the arrangements negotiated between VDSS and the contractor, payment may be made on a reimbursement basis or may be based on performance.

The following expenditures are prohibited. No contract funds shall be expended for the following:

1. Any expenses other than those necessarily incurred in the performance of the Contract.
2. Costs for which other sources of funds are available to carry out the purposes or activities of the project.
 1. The cost of meals and incidentals for employees or officials of the Grantee except when on out of town travel status.
 2. Costs incurred before the effective date of the Contract, unless incurred with the prior approval of VDSS, the Purchasing Agency.
 3. The payment of any salary or compensation to a federal employee.
 6. Payment of any consultant fee, or honorarium, to any officer or employee of VDSS or any state, municipality or local agency for services normally paid for by such employee's regular salary, wage and overtime compensation to such officers and employees consistent with the established personnel policies of the employing agency.
 7. The payment of portions of any salary in excess of the proportion of actual time spent in carrying out the Contract.
 8. Deviations greater than ten percent or \$500.00, whichever is more, of a budgeted line item contained in the Approved Budget, without prior written approval by VDSS.
 9. Equipment purchases over \$500.00, without prior written approval from VDSS or unless specified in the approved budget.
 10. Any new construction, major repair, capital expenses, physical improvements, mortgage payments, or related interest payments, real estate or property taxes or entertainment.

- B. **COMPENSATION:** Compensation to the grantee for delivered services shall be as follows:

1. The grantee shall be paid on a cost- reimbursable basis or on the basis of performance, depending on the proposal and the compensation arrangement negotiated between VDSS and the contractor.

2. Actual expenditures shall be invoiced pursuant to approved line-item budget categories.
3. No amendments to the approved budget may be made without the prior written approval of VDSS.
4. All revenue from the sale of products derived through activities performed pursuant to this grant shall be reported to the Purchasing Agency and may be applied as an adjustment to defray costs for the Purchasing Agency.
5. The method of payment to be used will depend on the type of organization receiving funds or serving as the fiscal agent:
 - If the contractor or its fiscal agency is a local social services department, then the reimbursement will be handled through the VDSS statewide local financial system, LASER. Funds allocated to a LDSS for this contract project will be placed in LASER in a separate cost center.
 - If the contractor is a state agency, reimbursements will be handled through Virginia's Interagency Transfer system.
 - If the contractor is not a state agency or local social service department, then the contractor will need to submit monthly invoices to VDSS unless a local social services department is serving as the fiscal agent.
6. The invoice period shall be monthly. Grantees other than local social service departments, including local social service departments serving as fiscal agents, or state agencies shall invoice VDSS each month on forms supplied by VDSS and shall submit an expenditure statement/request for funds, receipts for all purchases, and employee payroll documents.
7. All grantees must submit a financial report showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the grantee fails to submit monthly expenditure statements/requests for funds and a financial report for such services within thirty (30) calendar days after the close of the month in which the services were delivered. Expenditure statements/requests for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the complete expenditure statement/request for funds and required supporting documentation.
8. The contractor should allow 30 days from the time invoices for funds are received by VDSS until reimbursement is received. If errors are found in the invoices, the 30 days will be from the date errors are corrected. Invoices for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.
9. If the grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the grant, and in the time period specified, the Purchasing Agency may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. Failure to submit any required reports within the specified time period may result in revocation, termination or suspension of the contract. All services provided by the grantee pursuant to this grant shall be performed to the satisfaction of VDSS and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The grantee shall not receive payment for work found by VDSS to be unsatisfactory or performed in violation of federal, state or local laws, ordinances, rules or regulations.
10. Reimbursement shall be made electronically, using the Virginia Department of Account's (DOA) Remittance Electronic Data Interchange (EDI). **All reimbursements will be deposited electronically through DOA's Remittance Electronic Data Interchange (EDI) Virginia.** Contractors seeking reimbursement from VDSS through the invoice process must be or become eligible to receive reimbursement through EDI. Application information for EDI is found on DOA's website: www.doa.virginia.gov.

2012–2013 VDSS TANF FUNDING POOL CERTIFICATION:

I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

Authorized Representative of Applicant Date

SECTION XI. ATTACHMENTS:

ATTACHMENTS

ATTACHMENT A: PROPOSAL SUMMARY

ATTACHMENT B: BUDGET SUMMARY

ATTACHMENT C: PROPOSAL WORK PLAN

ATTACHMENT D: ASSURANCES – NON-CONSTRUCTION PROJECTS

ATTACHMENT E: W-9 FORM

ATTACHMENT F: RFP SUBMISSION CHECKLIST

APPENDICES

APPENDIX 1: TANF REQUIREMENTS

**APPENDIX 2: DIRECTIONS TO THE VCU-VISSTA RICHMOND AREA
TRAINING CENTER**

**APPENDIX 3: STATE CORPORATION COMMISSION FORM (To be submitted
Only by for-profit)**

**APPENDIX 4: SMALL BUSINESS PARTICIPATION FORM (To be submitted Only
by for-profit Offerors)**