

VIRGINIA DEPARTMENT OF SOCIAL SERVICES

Virginia Office of Newcomer Services



Announces

A Request for Proposals (RFP)

For Funding Under the

Virginia Refugee Resettlement Program

RFP NUMBER:	CVS-12-089
ISSUE DATE:	May 25, 2012
TITLE:	Virginia Refugee Resettlement Program (VRRP)
COMMODITY CODE:	952-75
LOCATION:	Statewide
INITIAL CONTRACT PERIOD:	October 1, 2012 to September 30, 2013
PROPOSAL DUE DATE AND TIME:	June 29, 2012 - 4:00 p.m.
ISSUING AGENCY:	Commonwealth of Virginia Department of Social Services Office of Newcomer Services-15th Floor 801 East Main Street Richmond, Virginia 23219-2901

Sealed Proposals will be received until June 29, 2012 at 4:00 p.m.

Proposals received after the deadline will be returned without consideration.

Send by U.S. mail or private mail carrier or hand-deliver directly to:

VDSS - Office of Newcomer Services
ATTN: Brent Sutton
801 East Main Street – 15th Floor
Richmond, VA 23219-2901

A MANDATORY pre-proposal conference will be held on **Wednesday, June 13, 2012 at 10:30 a.m.** at the Virginia Department of Social Services, located at 801 East Main Street, Richmond, VA 23219-2901. Proposals will not be accepted by offerors who do not attend this mandatory pre-proposal conference

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.



2012 Events Calendar

The following events and dates set forth public information for the RFP process.

<u>ACTION</u>	<u>DATE</u>
• Release of Published RFP	May 25, 2012
• Mandatory Pre-Proposal Conference PM	June 13, 2012 10:30 AM – 12:30
• Question and Answers Addendum posted	June 14, 2012
• Deadline for RFP Responses to ONS	June 29, 2012 (4:00 PM)
• Announcement of awards	August 2012
• New Contracts Effective Date	October 1, 2012

TABLE OF CONTENTS

	Page
I. <u>Purpose</u>	6
II. <u>Background Information</u>	6
Applicant Eligibility.....	7
Eligible Individuals to Be Served.....	7
Period of Contract.....	8
Contract Funding.....	8
III. <u>Statement of Need</u>	8
IV. <u>Comprehensive Resettlement</u>	9
Comprehensive Resettlement Plan	9
Virginia Refugee Resettlement Model.....	10
V. <u>Desired Services</u>	11
Scope.....	11
Case Management Service.....	11
Core Employments Services	12
Employability Services.....	14
English Language Training Services	14
Priority Order for Service Delivery	15
Outcome and Performance Measures	15
Service Data Requirements	17
Staff Qualifications.....	17
VI. <u>Proposal Preparation & Submission Instructions</u>	17
General Instructions.....	17
Submittal of Proposals	18
Term/Termination/Renewal	19
Funding Level.....	19
Eligibility for Services	19
Basis of Funding	19
Proposal Format.....	20
Specific Proposal Instructions.....	20
Proposal Narrative Contents.....	21
Proposed Budget	22
Proposed Outcomes	23
Required Attachments.....	23
VII. <u>Evaluation & Award Criteria</u>	24
Evaluation Criteria	24
Best Value Awards	27

VIII. Reporting & Delivery Requirements 27
 Trimester Performance Report..... 27
 Monthly Statistical Report 28
 Final Program Report..... 28
 Annual Services Plan..... 28
 Other Reports 28

IX. Pre-Proposal Conference..... 29

X. General Terms & Conditions 29

XI. Special Terms & Conditions 35

XII. Method of Payment 41

XIII. Definitions and Terms..... 42

XIV. Attachments

Attachment A Proposed Employment Services Outcome Goals Form
 Attachment B1 Budget Form: Budget Summary
 Attachment B2 Budget Form: Budget Salaries
 Attachment B3 Budget Form: Budget Other
 Attachment C Program Assurances Statement
 Attachment D Federal Assurance Form
 Attachment E Federal
 Attachment F W-9 Request for Taxpayer ID Number Form
 Attachment G FFATA Sub-Recipient Data Form
 Attachment H State Corporation Form
 Attachment I Mandatory Pre-proposal Conference Form
 Attachment J Proposal Checklist
 Attachment K Compliance Cover Sheet

Appendices

Appendix A Federal Funding Time Table

Appendix B Comprehensive Resettlement Plan

**REQUEST FOR PROPOSALS (RFP)
RFP No. CVS-12-089**

Issue Date: May 25, 2012
Title: Refugee Resettlement Program
Commodity Code: 95243
Location: Statewide
Contract Period: October 1, 2012 – September 30, 2013 (Renewable)
Sealed Proposal Due Date & Time: **June 29, 4:00 p.m. Eastern Time**
Issuing Agency: Commonwealth of Virginia
Department of Social Services
Office of Newcomer Services
801 East Main Street, 15th Floor
Richmond, VA 23219-2901

SEALED PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ABOVE ADDRESS.

Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **PROPOSALS RECEIVED AFTER THAT TIME WILL BE RETURNED WITHOUT CONSIDERATION. DO NOT FAX OR E-MAIL.**

All inquiries for information should be directed to Brent Sutton: Phone: (804) 726-7928
Email: brent.sutton@dss.virginia.gov

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

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

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Mandatory Pre-proposal Conference: A mandatory pre-proposal conference will be held on June 13 from 10:30 am to 12:30 pm at the Virginia Department of Social Services, 801 East Main Street, Richmond, VA. See Section IX contained herein.

I. Purpose

The Virginia Department of Social Services (VDSS) Office of Newcomer Services (ONS) requests proposals from community-based organizations or non-profit agencies for provision of employment services and employability services, including English language training, to refugees and other eligible populations for services through the Virginia Refugee Resettlement Program (VRRP).

Funds for this Request for Proposals (RFP) are made available through the Refugee Social Services (RSS) Program and the Targeted Assistance Program (TAP), both of which are funded and administered at the federal level by the Office of Refugee Resettlement (ORR). ONS administers Virginia's allocation of RSS and TAP funds and desires to award sub-grants to those applicants that submit proposals for service delivery that best match the requirements of this RFP and provide the best value to the Commonwealth and constituents. Best value awards are based on evaluation criteria as stated in this solicitation (see Section VII. of this RFP). The federal CFDA number for these funds is 93.566.



II. Background Information

Under the Refugee Act of 1980, newly arrived refugees in the United States are resettled by national voluntary agencies (VOLAGS) through an agreement with the Department of State (DOS). VOLAGS receive federal funding from the DOS for reception and placement (R&P) services to refugees. R&P services cover initial resettlement costs including providing food and shelter, pocket money, orientation, assistance with applications and health screenings, and initial employability services.

The United States Department of Health and Human Services (HHS), Office of Refugee Resettlement (ORR), funds states to provide cash and medical assistance, employment and training programs, and support services to employable refugees to ensure their early employment and economic independence shortly after arrival in the United States. The Virginia Office of Newcomer Services administers federally funded programs for refugees in Virginia. Currently, Refugee Cash Assistance (RCA), which is special cash assistance for needy refugees not eligible for cash assistance under Targeted Assistance to Needy Families (TANF) and Refugee Medical Assistance (RMA), special medical assistance for refugees who do not qualify for Medicaid, are available to refugees for a maximum of eight months after arrival.

Typically, refugees that arrive in Virginia subject to a 30 day reception and placement (R&P) period may be enrolled afterward in RSS and or TAP services. Other arrivals to Virginia, such as refugees moving into Virginia from other states, and those not subject to reception and placement, such as those receiving Special Immigrant Visas (SIVS), may be provided employment services immediately upon verification of their eligibility status for receiving refugee services.

Employment services for refugees are intended to reduce or eliminate refugee public assistance dependency through job placement. Refugee Social Services (RSS) funds are intended to serve refugees who have been in the U.S. less than sixty months (five years).

Services provided under both RSS and TAP funds are identical. However, applicants receiving TAP funds may wish to "target" services to refugees with specific barriers or vulnerabilities, as long as the Priority Order for Service Delivery is maintained. (See at V.F Priority Order for Service Delivery on page 14.)

A. Applicant Eligibility

Community-Based Organizations, Non-Profit Organizations, and Public Agencies with experience in providing a range of employment services along with other supportive services to refugees are invited to respond to this solicitation. All non-profit agencies must be incorporated in the State of Virginia and hold, or be in the process of securing, IRS tax status of 501(c) 3. All public agencies must include the Commonwealth of Virginia in their area of jurisdiction. **Applicants to this RFP must:**

1. have verifiable, successful experience operating a similar Employment project within the past five years;
2. have a facility with capacity to reasonably and effectively provide services to diverse refugee populations. ONS reserves the right to inspect any facility or space in which services are rendered in order to verify its suitability; and
3. include in their proposal descriptions of previous experience that uniquely qualifies their organization to provide the proposed services.

B. Eligible Individuals to Be Served:

Individuals eligible for services under the federal Refugee Resettlement Program, applicable to Virginia, are those individuals that have been given official designation from the Department of State, Department of Homeland Security, or the Office of Refugee Resettlement. Individuals that can be served are: refugees, asylees, Cuban/Haitian entrants, Iraqis or Afghans with Special Immigrant Visa (SIV) status, certain Amerasians, unaccompanied refugee minors including Special Immigrant Juveniles, and victims of human trafficking and/or torture.

In order to be eligible to be served by the funds allocated in this RFP – RSS and TAP Programs – an individual must provide documentation that he or she has been given one of the official designations as indicated by their immigration status. When used in this RFP, the term “refugee” refers to anyone who possesses any of the statuses listed below:

- **Refugee** - a person who is outside his/her country of origin because of a well-founded fear of persecution due to race, religion, nationality, political opinion, or membership in a social group. Eligible participants hold the legal immigration status of a refugee, which is granted before their arrival in the United States,
- **Asylee** - a person who, either after arrival in the U.S. or at a border, demonstrated that he/she qualified under the “refugee” definition. Asylees do not enter the United States with the legal status of refugee, but rather apply for asylum after they have arrived. Asylum is adjudicated through immigration courts or judges. Once granted asylum, the individual is eligible for all services and support offered by VRRP.
- **Cuban / Haitian Entrant** – a person from Cuba or Haiti who has been admitted or paroled into the United States under P.L. 96-422 or obtained that immigration status after arrival.
- **Amerasian** – a person of American and Asian descent, especially one whose mother is Asian and whose father is American. Certain Amerasians from Vietnam are admitted into the United States as immigrants under the provisions of specific federal laws. These individuals were born in Vietnam after January 1, 1962, and before January 1, 1976, who were fathered by U.S. citizens. Eligible spouses, children, and parents or guardians also qualify for the program.
- **Iraqi or Afghan with special immigrant visa (SIV) status** – a person who was granted SIV status under Section 8120 of P.L. No. 111-118, Department of Defense Appropriations Act, 2010. An Afghan or Iraqi with SIV status is eligible for refugee and entitlement benefits for the same time period as refugees.

- **Victims of Human Trafficking** – a person who has been certified by the federal Office of Refugee Resettlement as a victim of a severe form of human trafficking under Public Law No. 106-386, Div. A, 114 Stat.1464 (2000). Victims of Trafficking are eligible for benefits and services to the same extent as refugees.

C. Period of Contract:

The initial contract period shall be federal fiscal year (FFY) 2013 beginning October 1, 2012 through September 30, 2013. Grants awarded as a result of this RFP may be renewed annually for up to four additional years, subject to the availability of funds and performance of the contractor.

D. Contract Funding:

The total amount of funds available under this RFP is \$1,773,000 in the two categories of:

RSS	\$1,538,000.00
TAP	\$ 235,000 00
TOTAL	\$ 1,773,000.00

The RSS funds available to Virginia through this RFP are Virginia’s portion of ORR’s allocations to states based on a three-year funding formula for refugee social services (RSS) that is derived from refugee arrival figures. RSS funds may be spent for the approved services for refugees that reside anywhere in Virginia. Targeted Assistance Grant (TAP) funds are based on a two year funding formula that ranks and qualifies localities on various indicators. For this RFP, only the following Virginia localities qualify for TAP funds:

- Counties of Arlington and Fairfax; and
- Cities of Alexandria, Falls Church and Fairfax

TAP funds can be used to provide approved services to refugees that reside in those jurisdictions only.



III. Statement of Need

The domestic refugee resettlement program in the United States provides refugees the safety and security stipulated in the Refugee Act of 1980. Resettlement offices, through their Reception and Placement (R&P) Programs, provide newly arrived refugees with housing, food, access to health care, and orientation to life in America. From the first day of arrival, refugees must begin to adjust to American culture and begin to understand and access the services in communities in which they live. The provision of employment services is the key component in the resettlement process, but employment alone does not lead to successful resettlement.

Office of Newcomer Services regards successful refugee resettlement to be a continuum - involving the efforts of many actors working cooperatively over a period of time - which leads from refugees’ initial arrival into Virginia, to self-sufficiency, and ideally citizenship and full participation in the communities in which they reside.

The Office of Newcomer Services, in conjunction with resettlement providers, has developed a time matrix to serve as a guide and representation of the federal funding period from date of arrival for respective types of service. (See **Appendix A “Federal Funding Time Table”**) The

Time Table also incorporates into the matrix the potential for non-federal funding sources as a part of the funding time continuum. This solicitation does not require matching funding. Nevertheless, all-applicants must be mindful that non-federal funding sources, including in-kind and volunteer resources, are crucial if resettlement is to be successful at the local level.

The primary need this RFP meets is the provision of employment services and employability services, including English language training, that lead to employment as soon as possible after the eligible individual enters the contractor's caseload. Early employment leads to economic self-sufficiency for the family and increases the refugee's early integration into the community. Contractors that receive funds through this RFP will provide effective employment and employability services that are integrated in to, and are a part of, cohesive and comprehensive resettlement services.

IV. Comprehensive Resettlement

A. Comprehensive Resettlement Plan

A guiding principle for refugee resettlement in Virginia is that refugees are best served by a community-based system of care that is comprehensive, coordinated, and responsive to the strengths and needs of eligible refugees and their families.

Successful resettlement requires that the physical and emotional well-being of refugees and their families are addressed in a positive way as services are being delivered. Successful resettlement also requires a comprehensive, planned approach that begins with case management that is carried out through management of a case plan. Office of Newcomer Services, with input from Virginia service providers, has developed a template that serves as a framework for case management. See **Appendix B, Comprehensive Resettlement Plan (CRP)**.

The CRP sets the framework for case-managed service delivery to refugees in the Commonwealth of Virginia. The CRP is both a comprehensive and integrated approach to the delivery of refugee employment services. Successful applicants must ensure that all core employment services, including English Language Training (ELT) and other employability services will be provided within the context of a comprehensive case management approach to service delivery.

Comprehensive case management requires that the service provider do the following:

1. Have established linkages with existing community service providers; a strategy for maintaining those linkages and creating additional linkages based on the client's service needs; and a mechanism for linking the client with other community service providers.
2. Develop, jointly with the client and with each family member a **Comprehensive Resettlement Plan (CRP)** that both describes the refugees' individual employment, English fluency, education, and health needs; and incorporates a method to measure and track progress in each area for that individual.

NOTE: The CRP must define the strategies needed to meet the goals of economic self-sufficiency and all benchmarks that will measure a refugee's progress toward self-sufficiency. **All service delivery plans submitted with applications to this solicitation must be consistent with the CRP template contained in the solicitation. Applicants**

awarded funds must incorporate this CRP as their primary casework form. ONS is refining and modifying the CRP template and the final version will be mandatory for use by all contractors beginning October 1, 2012.

B. Virginia Refugee Resettlement Model

The Virginia Refugee Resettlement Model is the framework for refugee resettlement in Virginia.

Virginia's refugee resettlement model is based on the guiding principles above that refugees are best served by a community-based system of care that is comprehensive, coordinated, and responsive to the strengths and needs of refugees and their families. Comprehensive case management connects the client with service agencies, organizations, and volunteers in the communities where the client lives and works.

Virginia's model of refugee resettlement originates from the purpose of the refugee resettlement program at the federal level, namely: promoting effective resettlement through attainment of economic self-sufficiency at the earliest time possible. The model is based on the following elements:

1. Long-term public assistance utilization is not an acceptable way of life in America, and is therefore not a resettlement option;
2. A refugee's early employment promotes his/her earliest economic self-sufficiency;
3. Refugee resettlement involves many services that may be provided concurrently, progressively, or successively, but always constituting a continuum of services beginning at the time of the refugee's arrival in the U.S. and continuing through self-sufficiency leading up to citizenship;
4. Language access is critical to the resettlement process and must be fostered by all who work in some way with refugees;
5. Services must be sensitive to cultural issues and must be implemented by a staff that, as closely as possible, mirrors the populations served;
6. Refugees are best served by linking them to service providers that are conveniently located in the communities where they live;
7. Coalitions of service providers ensure strong public/private partnerships and work to maximize resources;
8. Ongoing community dialogue regarding delivery of services to refugees is essential to provide local awareness of and input into the process to ensure adequate levels of local support for the resettlement effort;
9. Service providers must work in coordination with other agencies to maximize community resources and create a seamless service delivery system; and
10. Mutual assistance associations (refugee self-help groups) and ethnic organizations bring unique strengths and cultural knowledge to the resettlement process and should be included in the service network.

All service delivery plans submitted with applications to this solicitation must be consistent with the Virginia Model for Refugee Resettlement Model outlined here.

V. Desired Services

Part 400.140-400.156 of title 45 Refugee Social Services (RSS) of the Code of Federal Regulations enumerates those services that may be provided with RSS and TAP dollars. The services foster the idea of personal responsibility and promote the economic self-sufficiency of each refugee as soon as possible. For this reason, employment services that lead directly to employment are given first priority. (Reference Virginia Refugee Program Policy Manual @ www.dss.virginia.gov/families/ons/ for a more detailed description of refugee social services)

A. Scope

All proposals must describe a service model that specifically provides employment services designed to assist refugees in securing employment. The key program components of the model consist of employment services provided concurrently with English language training (ELT) to help refugees become employed. All services delivered will be to those refugees formally enrolled in employment services by the contractor, and subject to the refugee household's Comprehensive Resettlement Plan. Such refugees are considered to be a part of Refugee Social Services Employment Program (RSSEP) which entails all services provided through Refugee Social Services (RSS) and the Targeted Assistance Program (TAP).

The scope of services and the services provided are identical for both RSS and TAP services.

B. Case Management

1. Services

CM services consist of, but are not limited to outreach, linking refugees to available resources, advocacy, counseling/guidance, continuing assessment of the refugee and his/her families needs and/or problems and providing services accordingly, monitoring progress toward established goals and objectives, and ensuring that all services are provided and performed by the refugee.

CM services focus on removing barriers; social adjustment; strengthening, supporting and promoting employment; helping refugees with their permanent status adjustment, ID card and employment authorization card; providing transportation, translation and interpretation services; and linking and/or helping refugees with utilization of other community services in order for the refugee to achieve and maintain economic self-sufficiency, family stability or well-being, and community integration.

2. Case Manager

A case manager will be assigned to each refugee family or individual. Comprehensive case management requires that the service provider do the following:

- a. Have established linkages with existing community services providers; a strategy for maintaining those linkages and creating additional linkages based on the client's service needs; and a mechanism for linking the client with other community service providers.
- b. Develop, jointly with the client and with each family member, a Comprehensive Resettlement Plan (CRP) that describes both the refugees' overall needs for individual employment, English fluency, education, and health needs that incorporates a method to measure and track progress in each area for that individual.
- c. Review the needs of all individuals in the refugee household to ensure that service considerations address the entire household, and thereby facilitate and encourage the strength and well-being of the family.
- d. Solicit input from all adult family members along the continuum of service delivery to bolster confidence and trust, assimilation into the community, and support sound-decision-making.

In addition, all case managers will a) utilize the CRP to guide the management process, and b) monitor all activities in relation to the fulfillment of the CRP. If a refugee has not achieved self-sufficiency after 12 months, a new CRP must be developed. The case manager, along with the refugee, identifies specialized, intensive services that will ensure independence and family stability as early as possible; and c) will maintain a case file for each refugee served and document services and assistance provided both in the case and in the Virginia Information Newcomer System (VNIS).

C. Core Employment Services (ES)

Employment services are to be provided concurrently with case management services with the express purpose of preparing refugees for employment. Preparation services should lead to job referrals that lead to job placements. After placement in a job, follow-up with the employee as well as the employer is important to ensure success on the job.

Employment services consist of the following: development of and an individual employability plan for each employable adult, world-of-work and job orientation, job clubs, job workshops, job development, referral to job opportunities, job search, and job placement and follow-up.

- a. Development of an individual employability plans as part of the Comprehensive Resettlement Plan outlined in this RFP. The employability plan serves as the foundation and outline for all proposed services. The employability plan is specific in enumerating barriers and obstacles to employment. It must incorporate strategies to be used to address barriers and a schedule that includes goal dates.
- b. World of work and job orientation is the provision of employment-specific information and cross-cultural work experiences to individual refugees or groups of refugees. Topics center on familiarizing the refugee with the American workplace, and usually include: comparative work experiences, available employment services, finding a job and succeeding on the job. In Virginia, these services have often been termed "pre-employment training." Regardless of the term used, orientation to world of work must entail the activities described here

and utilize a written orientation curriculum.

- c. Job clubs and job workshops are designed as support activities for persons who need the guidance of a workshop leader to improve job-seeking skills. Workshops provide activities such as preparing job applications, resume writing, job seeking methods, interviewing techniques and other related job seeking skills.
- d. Job development includes activities conducted on behalf of a particular refugee that are designed to locate suitable job openings for the individual and/or market the individual to employers. Activities also expand the number of potential employers for placements of refugees in full-time and part-time employment. Examples of job development activities might include resume writing, labor market analysis, and employer and client training on cross cultural differences on the job. After placement, an essential activity is an employer contact to assess employer satisfaction with refugee employees and to determine if additional assistance from the provider agency would improve employer satisfaction.
- e. Referral to job opportunities is the act of bringing to the attention of an employer a participant who needs a job and/or informing the participant of a suitable opening with the employer. A job referral should provide complete information to the refugee about the job, including the type of work, wage, benefits, hours per week, and other requirements.
- f. Job search is a supervised process that teaches job seeking skills and techniques and requires participants to actively seek employment. Examples of job search activities might include assistance in identifying types of employment to target and employers to contact, assistance in completion of job applications, job interview skills training, and arrangement of transportation to interviews. During job search, participants may also be assisted with filling out applications and development of resumes
- g. Job placement is an unduplicated placement in an unsubsidized job as a result of either: 1) a documented referral by the service provider made on behalf of an individual to the employer (direct agency placement), or 2) a specific employment service provided by the service provider, but for which no specific documented referral was made to the employer by the service provider (obtained placement)
- h. Job follow-up consists of services to each refugee placed in employment and are designed to ensure employment retention. Follow-up is made at designated times and intervals with both the employee and the employer. Follow up must be an integral component of each refugee's employability plan in order to establish degree of progress toward service objectives. It should be an interactive process with the refugee in order to obtain feedback that is meaningful toward the goal of adjusting the employability plan if necessary.

D. Employability Services

Other services may also be provided in addition to the core employment services already mentioned. These include the following:

1. Employability assessment services including aptitude and skills testing;
2. On the job training when such training is provided at the employment site and is expected to result in full-time, permanent, unsubsidized employment with the employer who is providing the training;
3. English language instruction with an emphasis on English as it relates to obtaining and retaining a job;
4. Vocational training including driver education and training when provided as an individual employability plan;
5. Skills recertification involves helping a refugee obtain necessary professional refresher training and other recertification services in order to qualify to practice his or her profession in the United States when such training meets the criteria for appropriate training in Title 45, section 400.81(b) of the Code of Federal Regulations;
6. Day care for children when necessary for participation in an employability service, for the acceptance or retention of employment, and also when necessary for participation in a service other than an employability service;
7. Transportation when necessary for participation in an employability service or for the acceptance or retention of employment. Also when necessary for participation in a service other than an employability service;
8. Translation and interpreter services when necessary in connection with employment or participation in an employability service, and also when necessary for a purpose other than in connection with employment or participation in an employability service;
9. Case management services (stand alone), as defined in 45 CFR 400.2, for refugees who are considered employable and for recipients of TANF who are considered employable, provided that such services are directed toward a refugee's attainment of employment and also when necessary for a purpose other than in connection with employment or participation in employability services; and.
10. Assistance in obtaining Employment Authorization Documents.

E. English Language Training (ELT) / English as a Second Language (ESL)

ELT / ESL services must be provided concurrently with employment services (ES). ELT/ESL instruction will be tied to the employment occupation objectives and will provide refugees the basic knowledge and literacy of vocational English that is necessary to obtain an entry-level job, maintain that job and compete for job advancement.

It is anticipated that the majority of newly arrived refugees will participate in ELT/ESL services. Therefore, all refugees' English language level, oral and written must be determined utilizing a standardized assessment test identified by the Center for Applied Linguistics CAL or Virginia Department of Education's (VDOE's) Office of Adult Education and Literacy or comparable organization. Applicants must use the National Reporting System (NRS) scoring scale for the six NRS literacy levels to describe levels of ESL functions for clients.

All formal ELT/ESL training provided to refugees must use a state or nationally recognized and/or accredited curriculum and must be taught by a credentialed or comparably certified instructor for ELT/ESL.

Note: ELT and ESL are used interchangeably and both acronyms are acceptable.

F. Priority Order for Service Delivery

For all clients provided either RSS or TAP services, services must be delivered in the following priority order:

1. All newly arriving refugees who have been in the United States for one year or less who apply for services;
2. Refugees on cash assistance (RCA), as well as refugees who are recipients of Temporary Assistance to Needy Families (TANF);
3. Unemployed refugees not on cash assistance; and
4. Employed refugees in need of services to retain employment, to attain job upgrades, or to attain economic independence.

In addition, all proposals must ensure that proposed programs will provide women the same opportunities as men to participate in all services funded under RSS and TAP.

G. Outcomes and Performance Measures

All proposed services to be delivered through this RFP are subject to outcomes and performance measures. Outcome goals are not simply targets; they are expectations of the measurable performance of service providers. All outcomes proposed by the applicant are subject to negotiation with ONS prior to the awarding of a contract.

1. Employment Services

A.1. Outcome Goals

There are five federally mandated outcome goals for the provision of Refugee Social Services and Target Assistance Program Social Services, as follows:

1. Number of employment placements (placement of refugees in jobs.) For calculation purposes, a goal of full-time job placements is also required
2. Number of cash assistance terminations due to earnings
3. Average hourly wage at placement into a full-time job
4. Number of employment placements in which the refugee is employed at any job on the 90th day after initial placement.
5. Number of employment placements offering health benefits

All applicants must submit proposed outcome goals for each of the five indicators using **Attachment A, Projected Employment Goals** (Applicants applying for both RSS and TAP funds must submit separate forms for each.)

A.2. Performance Standards

1. Number of job placements

Performance Indicator	Performance Standard
Number of refugees enrolled in employment services that are placed in a job	Minimum of 80%

2. Wage at Full-time Initial Job Placement

Performance Indicator	Performance Standard
Wage of initial full-time placement	Average of all FT placements \$9.50 Northern Virginia
	Average of all FT placements \$9.15 Outside Northern Virginia

3. Public Assistance Terminations

Performance Indicator	Performance Standard
The number of work-eligible individuals receiving Refugee Cash Assistance (RCA) that are able to leave RCA due to placement in a job termination	75% of RCA enrollees terminated from RCA within (4) months

4. Full Time Jobs with Health Benefits

Performance Indicator	Performance Standard
Number of full-time placements in which the employee is offered health benefits within 6 months of employment	70% of all full-time placements offer health benefits

5. Full-time Jobs with Health Benefits

Performance Indicator	Performance Standard
Number of all job placements in which the employee is employed at any job after (6) months	75% of all placements

6. English Language Training (ELT) Performance Standards

A. ELT/ESL Assessment

Performance Indicator	Performance Standard
Number of refugees enrolled in employment services.	100% of all RSS and TAP recipients enrolled in employment services will be assessed using a state or nationally recognized/accredited ELT assessment tool.

B. Enrolled in ELT/ESL formal training

Performance Indicator	Performance Standard
Number of refugees enrolled in employment services and enrolled in ELT training.	75% of all refugees enrolled in employment services and enrolled in a state or nationally recognized or accredited ELT/ESL training must successfully complete, at least, one level of the accredited curriculum.

H. VNIS and Service Data Requirements

The Virginia Newcomer Information System (VNIS) is administered by ONS and is the chief means for capturing information on refugees. Data captured by VNIS includes refugee demographics, public benefits, employment activities, support services, and training.

Collected data is used to prepare required federal reports, assist ONS in supervision and monitoring of contracts, and evaluating the effectiveness of service delivery.

All applicants that receive funds will be required to enter information on clients served and services rendered in VNIS. All applicants awarded funds will be responsible for timely data entry and management of refugee and service data and they must participate in trainings and user-acceptance testing activities.

I. Staff Qualifications

Proposed staff must possess the linguistic and cultural competence to serve refugees and their families, and also have sufficient training and experience in their respective field. Proposed staffing levels and hours committed to RSS and TAP funded services must be sufficient for effective and uninterrupted service delivery.



VI. Proposal Preparation & Submission Instructions

A. General Instructions

Public and private, non-profit incorporated agencies and other organizations located within the Commonwealth of Virginia are welcome to apply for RSS and TAP funds.

In order to be considered for selection, applicants must submit a complete response to this RFP. Failure to submit all requested information may result in the purchasing agency requiring prompt submission of missing information and/or be given 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.

1.Submittal of Proposals

Sealed proposals must be received at the Virginia Department of Social Services, Office of Newcomer Services, **by 4:00 p.m., June 29, 2012.**

Applicants must submit only one proposal, including one narrative, even if they are applying for both RSS and TAP.

Respondents are to submit one (1) paper copy of their proposal that contains original ink signatures of the applicant's authorized representative on at all forms that require signature proposal. The proposal must be in either a loose-leaf or a soft three (3) ring binder (not to exceed 1½ inches in width) and not bound. **In addition, respondents are to submit one copy of the entire proposal on CD. The CD should be clearly marked with the respondents name and RFP No. CVS-12-089.**

Proposals are to be addressed as follows:

**Virginia Department of Social Services
Office of Newcomer Services
801 East Main Street
Richmond, Virginia 23219**

Attention: Brent Sutton

The applicant's name and return address must appear on the envelope. Proposals will be received only at the address shown above, and must be received prior to the time indicated. Any proposal received at or after said time and/or date or at a place other than the stated address, cannot be considered and **WILL NOT BE ACCEPTED.** No telegraphic, e-mail, or facsimile proposals will be considered.

All proposals, whether delivered by an employee of the applicant, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The VDSS' time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals.

It is the responsibility of the applicant to clearly identify information in their proposal responses that they consider to be confidential under the Virginia Freedom of Information ACT (FOIA). To the extent that the Commonwealth agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All other information regarding the proposal responses will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, an award has been made. Applicants will receive e-mailed award/non-award notification(s), which will include the name of the applicant(s) to be awarded this project. In addition, award information will be posted on the state Social Services website <http://localagency.dss.state.va.us/>.

2. Term/Termination/Renewal

- a) This RFP will apply for up to (5) years.
- b) The term of the contract awarded under this RFP will be twelve **(12)** months.
- c) The contract will be subject to termination by either party upon thirty (30) days advance, written notice of intent to terminate.
- d) By mutual agreement, this contract may be renewed for an additional four (4) twelve (12)-month periods. Renewals will be based on these conditions:
 - i. ONS receives additional federal and state funding to extend program operations. If additional funding becomes available, the list of contractors produced from this RFP may be relied upon for selection of additional contractors;
 - ii. The Contractor's project has achieved demonstrable success by meeting all of the Contract's project performance outcomes and benchmarks;
 - iii. ONS continues to need the services purchased under this RFP.
- e) Total funds requested in the proposal must be based on the proposed project from October 1, 2012 through September 30, 2013.

3. Funding Level

Responding agencies are advised to request levels of funding which will maximize their effectiveness for each proposed project.

NOTE: ONS reserves the right to recommend awards that are less than the funds requested.

4. Eligibility for Services

All persons provided services must belong to one of the groups identified in Section II A of this solicitation: Eligible Individuals to Be Served. Service providers have the responsibility to ensure that all persons provided services possess and present documentation, and that verification of documentation is kept on file.

5. Basis of Funding

Applicants applying for RSS and TAP funds **must only submit one proposal** for both programs; however two separate budget requests, one for RSS and one for TAP, must be submitted, as well as two separate proposed employment outcome goals, one for RSS and one for TAP.

Each proposal received, will be evaluated by a Review Committee based on the Specific Rating Criteria for the service proposed contained herein. Proposals that are substantially incomplete **WILL NOT BE** considered.

Awards of funding will be based on the Review Committee's scoring of the proposal, references, and ONS' previous experience with the respondent agency.

Funding awards are not final until approved by the **Commonwealth of Virginia's State Refugee Coordinator**.

6. Proposal Format

- i. Proposals are to be straightforward, clear, concise and responsive to the information requested.
- ii. In order for proposals to be considered complete, respondents must provide all information requested.
- iii. Proposals must be prepared in the format provided by VDSS' ONS with this RFP. Proposals must be printed, one side only, on white 8 ½ inch by 11 inch paper. Margins are to be 1 inch at top, bottom, left, and right. The font must be at least 12-point type in "Times New Roman" or equivalent font. Lines shall be doubled-spaced.
- iv. Each respondent must submit one (1) original proposal with original signatures on the COMPLIANCE COVER SHEET. The original must be clearly marked "ORIGINAL." All original signatures must be signed in blue ink.

B. Specific Proposal Instructions

Proposals must be thorough, clear and logical so that VDSS Review Committee may properly evaluate and score your proposal in relation the services that will be provided. Applicants are required to submit the following items as a complete proposal in the following order:

- The RFP Compliance Cover Sheet (**Attachment A**) must be the cover page of all submitted proposals. This form must have the original signature (in **BLUE** ink) of the applicant's authorized representative. The applicant is responsible for reviewing the entire RFP to ensure that all requirements of the RFP are complete.
- A Table of Contents page in the proposal with headings, titles, and sequential page numbering of the proposal, including attachments. The Table of Contents page is not included in the page number limitation.
- Items 1.Proposal Narrative Contents, 2.Summary of Past Accomplishments, 3.Description of Proposed Program, and 4.Evaluation, which follow, are to be numbered consecutively and shall not exceed 20 pages in length.

1. Proposal Narrative Contents

Applicants must propose a well-designed program plan with a clear and compelling justification for the requested funds. The narrative must include the following:

a. Executive Summary – Organizational Capacity

Provide a one page overview of the proposed program, the organization's ability to carry out the proposed program, anticipated results, and the current and projected issues of refugee resettlement in Virginia. The Executive Summary is not included in the page number limitation.

b. Summary of Past Accomplishments – Organizational Capacity

If the organization currently receives ONS funds, provide a clear description of the accomplishments achieved to date in relation to the performance measures required by the grant that covers the current cycle.

c. Description of Proposed Program - Need for Services Proposed

Provide a work/service plan that is clear, concise, and gives evidence that it is thought out and well planned. Enough detail should be included to provide a picture of what services are proposed and what service strategies and approaches will be used. The plan must be consistent with the service priorities stated in this RFP, and include:

- i. The work/service plan must describe the methods and approaches by which the applicant documents and manages service delivery. The applicant must demonstrate the existence of community relationships and links to organizations that are part of a continuum of resettlement services that support and leads to a comprehensive approach to resettlement. Specific organizations should be named, including local departments of social services, local departments of health, one stop employment centers, schools. Structured linkages, such as memorandum of agreement, that accompany the proposal should be referenced in the narrative
- ii. The work/service plan must establish a direct relationship between the services to be offered and justification for the staff identified in the applicant's proposal.
- iii. Applicants must describe how client and program data is currently collected, managed and used. All applicants awarded funds will be linked to the Virginia Newcomer Information System (**VNIS**), a statewide computer-based refugee data management system. Each applicant will be required to demonstrate that it has the computer and staffing capacity to be part of VNIS.
- iv. Applicants should briefly describe any volunteer support required in the delivery of services, and provide supporting documentation that matches the narrative.

- v. The proposal must show that the applicant's staff reflects the ethnic background of the population served. Applicants should describe how they balance the expertise of current staff with new staff hired to serve newly arriving refugee groups.
- vi. Proposed programs must demonstrate (with description) that formal arrangements between the service providers and the local departments of social services are in place and in operation to ensure that refugees who are enrolled in TANF are referred to the resettlement provider for employment services and are subject to case management that is a workable arrangement among the two entities. The working arrangement must include a method for recovery of TANF case information sufficient for reporting to ONS. Proposals should provide any documents (e.g., letters, MOU's) that indicate these relationships.
- vii. Proposed work/service plan must describe linkages with local health care providers who can assist in meeting the health needs of refugees, particularly those refugees who would not otherwise be able to become self-sufficient.
- viii. **Program Evaluation**

Applicants must describe procedures for routinely and thoroughly assessing proposed program performance.

Applicants must include an evaluation plan that indicates how the service provider will determine the degree of success of the proposed service plan. This evaluation plan will be consistent with the performance measures used, and should include the following:

- Staff performance assessment;
- Method for analyzing results that must include such elements as surveys and focus groups for refugee clients, employers, volunteers, and an overall description of internal monitoring activities; and
- Tools used to evaluate the efficacy of the services.

2. Proposed Budget

All expenses included in the proposal must be allowable under federal and state regulations, must be reasonable and necessary, and apply directly to the program.

Funds cannot be used to supplant existing funds.

The proposal budget must be entered and submitted on the following forms;

- Budget Summary – DSS Funds (**Attachment C1**)
- Budget Detail – Salaries and Employee Benefits (**Attachments C2**)
- Budget – Other Proposed Expenses (**Attachments C3**)

Budget Information must be entered for all proposed staff positions noted in the proposal. Applicants must provide justification for all positions, and all positions must be consistent with work activities and the delivery of services in the proposal. Funds that are being requested for salaries must describe what is included in employee benefits.

Applicants applying for RSS and TAP funds must complete and submit separate budgets for each.

3 Proposed Outcomes

Applicants must submit proposed outcomes for Employment Services by entering them on **Attachment A**.

Applicants must enter submit outcomes for English Language Training by entering them on **Attachment B**.

Applicants applying for RSS and TAP funds must submit outcomes for each on separate forms.

4. Required Attachments

All of the attachments listed herein must accompany the proposal. They must be clearly headed' numbered as shown; and submitted in numerical order.

- 1) Agency organizational chart. If the applicant's refugee program is a sub-division or separate unit in the organization, the level of detail should be sufficient to denote the program's internal lines of authority and responsibilities as well as ties to the organization at large
- 2) List of the current members of the Board of Directors of the applicant's agency
- 3) Letter(s) of Support and copies of Interagency Agreements Letters of Support as well as Interagency Agreements should provide evidence of interaction between the applicant and other agencies in the community. If the project is dependent on another agency for successful implementation of the proposed services, the nature and extent of the agreement must be described in the documentation.
- 4) Job descriptions for all positions entered in the proposed RSS and TAP budgets. The descriptions should be accompanied by a list of all staff positions, denoting their experience, bilingual and bicultural capabilities, and educational qualifications.
- 5) Descriptions of volunteer responsibilities if volunteers lend support to the services offered. The descriptions should be accompanied by denoting the position(s) responsible for recruiting and managing volunteers and a brief description of recruitment and training activities.
- 6) A copy of the applicant's confidentiality policy must be submitted by each applicant providing direct services.
- 7) Program Assurances Statement (**Attachment C**) Signature required.
- 8) Federal Assurances form (**Attachment D**) Signature required.
- 9) Federal Certifications (**Attachment E**)
- 10) Completed W-9 Request for Taxpayer Identification Number(s) and Certification – (**Attachment F**) Signature required.

- 11) Completed and signed FFATA Sub-recipient Data Form (**Attachment G**)
- 12) State Corporation Form (Attachment H) Signature required.
- 13) If the applicant agency is a private non-profit agency, the following is required at the time the proposal is submitted:
 - A copy of the **applicant's Certificate of Incorporation** or Certificate of Authority from the State Corporation Commission
 - A copy of **IRS form(s) certifying that the applicant is exempted from federal income tax payment** under Section 501(c)(3) of the IRS code.
- 14) **Attachment J**, "Proposal Checklist" should be used in organizing all documents and materials submitted with the application. **A completed Attachment J must be submitted and placed at the end of all other documents.**

VII. Evaluation & Award Criteria

A. Evaluation Criteria

All proposals for either/both RSS / TAP will be reviewed and evaluated by a Review Committee. The Review Committee will be composed of individual community members that may or may not have expertise or experience in the professional services described herein. The Review Committee will review and rank each proposal and make programmatic and budgetary recommendations for sub-grant awards.

NOTE: To be considered for funding, proposals must first meet the stated objectives of the RFP as specified in **Section III**, Statement of Need. Proposals must also meet all requirements as outlined in **Section VI**, Proposal Preparation & Submission Instructions, of this RFP. All Proposals will be previewed by ONS and any proposals that do not adequately the objectives or aforementioned requirements may be deemed not responsive and eliminated from consideration.

All contacts during the evaluation phase shall be through the Virginia Department of Social Services, Office of Newcomer Services' only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact and/or influence members of the Review Committee may result in disqualification of Proposer. The Review Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the scope of work or scheduled terms of projected service delivery timeline / commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Office of Newcomer Services' requirements as set forth in this RFP.

The following Evaluation Criteria will be used in ranking and determining the quality of proposals. Proposals will be evaluated using the best value acquisition procedure. Using the best value acquisition methodology, the evaluation will be adjectival and rated according to the following descriptions:

RATING	DESCRIPTION – The proposed project:
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. Some weaknesses have been found that may outweigh any strong points that exist. Weaknesses will be difficult to correct.
Unacceptable	Applicant’s proposal fails to meet an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses that will be very difficult to correct or are not correctable.

The Purchasing Agency reserves the right to consider areas served when making awards.

The criteria are listed in the order of importance.

1. Description of Proposed Project

- a. Work Plan goals and objectives are consistent with goals and objectives set forth in Section III, Statement of Needs and Section V, Services, in RFP;
- b. Work Plan specifies services to be provided and uses measurable outcomes;
- c. Work Plan time frames for project planning and implementation are reasonable;
- d. Work Plan services/activities reflect interagency coordination between disciplines identified in RFP;
- e. Specifies who (staff/volunteers) will provide the services and provides for appropriate and qualified personnel to implement project; and
- f. Specifies target population and projected number of refugees to be served.
- g. The Work plan provides evidences that it is consistent with the Virginia Refugee Model for Resettlement.

2. Description of Applicant Agency Demonstrates Capability to Carry Out Proposed Project

- a. The purpose and mission of the agency are described and are compatible with the focus of the RFP. Describes purpose and goals of the agency
- b. Adequacy of agency programs, activities, staffing and organizational structure to support proposed project.
- c. Specifies geographic service area (multiple localities are preferred)
- d. Demonstrates effective use of community services.
- e. Letters of support exhibit confidence that agency can carry out the proposed project; necessary interagency agreements are present.
- f. There is evidence to show that relationships, partnerships and collaboration with other organizations mentioned in the RFP already exist, and the service plan demonstrates their value to the service delivery plan.

3. Project Evaluation Plan Measures the Degree of Success in Accomplishing Project Goals and Objectives

- a. The evaluation methodology is clearly described
- b. The methodology measures quantity and quality of services, and success in accomplishing goals/objectives
- c. Evaluation plan includes process and outcome evaluation methods
- d. The evaluation plan includes a method for ongoing review
- e. Record-keeping and data collection plans are specific and appropriate, acknowledging the required use of the VNIS system.

4. Budget

- a. Proposed costs are reasonable and consistent with proposed activities and services.
- b. All costs to the proposed project are clearly explained and match the proposed budget
- c. The budget is within a reasonable range for the proposed number of refugees to be served and the number of localities where service occurs.
- d. The applicant demonstrates the ability to maintain records and administer the proposed project with fiscal accountability through management and quality control measures outlined in the proposal.
- e. Other resources, including volunteer and in-kind, are clearly identified

5. Need for Services Established

- a. The proposal clearly defines the problem and population to be served.
- b. The proposal utilizes statistics and provides information to document and quantify the need.
- c. The proposal includes desired results of the project and quantifies its impact
- d. The proposal identifies existing resources and ensures that unnecessary duplication will not occur.
- e. Letters from community agencies indicate the proposed project will have widespread support.

6. Content Adequacy

- a. The proposed project is concise and complete
- b. The proposed prospect is realistic in scope
- c. The proposed project reflects an awareness and use of best practices and provides a good rationale for the selected approach relative to the problems cited
- d. The proposed project reflects integration and balance between all proposal components including the work plan, activities/outcomes, budget, subcontracts, and other required attachments
- e. The comprehensive resettlement plan is shown to be central to service delivery

B. Best Value Award(s)

Selection shall be made to 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.



VIII. Reporting & Delivery Requirements

The sub-grantee shall produce the following reports of activities and services:

- A) Trimester Performance Report (TPR) Narrative and Statistical Reports are due to ONS according to the following schedule:

Trimester	Time Period	Due Date
First Trimester	October 1 – January 31	February 12
Second Trimester	February 1 – May 31	June 12
Third Trimester	June 1 – September 30	October 12

NOTE: If the due date falls on a Saturday or Sunday, the report is due on the Monday following the due date.

The TPR shall include the following:

1. Detailed description of activities and an assessment of the progress of the project compared to the activities/goal plan;
2. A statistical report on progress to goals. This report is generated by the Virginia Newcomer Information System (VNIS). To ensure the accuracy of these reports, each sub-grantee is responsible for and shall reconcile internally generated reports against the VNIS generated report;
3. Any gaps in services or barriers to the progress of the project, with proposed solutions;
4. An explanation of any deviations from the CRP;
5. Any changes in staffing;
6. Identification of any particularly successful or unsuccessful project activities or components;
7. Copies of any materials that have been developed under the contract (Materials produced under this contract must bear a statement that the project was supported by the Virginia Office of Newcomer Services – Virginia Department of Social Services).

- B) Monthly Statistical Report (MSR) is due to ONS on the 10th of the succeeding month. On the MSR sub-grantees will record arrival activity for the previous month, along with new client registrations and number of confirmed job placements. The MSR ensures that sub-grantees are timely in recording this key data in the VNIS data base and allows ONS to provide feedback on trends to the refugee network.
- C) A Final Program Report shall be made to the purchasing agency within 30 days of the completion of the contract. The final report is a cumulative summary and evaluation of project activities and services over the contract period. It shall be in the same format as trimester narrative reports and shall include:
1. An overall quantitative and qualitative evaluation of the project including an assessment of whether the project's goals and objectives were met;
 2. Any problems or delays that were encountered and how they were resolved;
 3. An assessment of the project's effectiveness and the value to the client/community;
 4. Efforts that have been made to continue the program past the grant period;
 5. Statistical information on refugees served; and
 6. Copies of any materials that were developed under the contract.
- D) Annual Services Plan (ASP)

In the event that the sub-grantee is a refugee resettlement agency, a pre-formatted Annual Services Plan must be forwarded to ONS. Data recorded in the Plan consists of planned RSS / TAP expenditures and total participants by major employment services categories. The due date for this report will be October 15 of each year the sub-grantee is awarded funds.

E) Other Reports

1. A document may be required by the purchasing agency for the purpose of disseminating a report on any portions of projects that have been successful in a manner useful to other agencies or organizations in setting up a similar project. The purchasing agency will assist the sub-grantee in determining what information shall be included after receiving the final report.
2. In the event that the sub-grantee encounters significant deviations in program structure or otherwise encounters events that affect service delivery, the sub-grantee will file a written report with the purchasing agency within seven (7) days of the occurrence indicating significant deviations from anticipated progress and/or problems associated with the delivery of services as agreed to by the purchasing agency and the contractor. Such report shall identify the deviations and/or problems, whether anticipated or actual, the effects of such on the performance under this contract, and a proposed plan for resolution.
3. The sub-grantee agrees to provide any additional reports that the Purchasing Agency may request by written notice to the contractor. If, because of extenuating circumstances, a contractor cannot meet a report due date, a request for extension must be submitted in writing to the State Refugee Coordinator prior to the report's due date. In addition to written reports, the contractor will meet with the State Refugee Coordinator at least quarterly to review written reports and to discuss areas of concern.

IX. PREPROPOSAL CONFERENCE

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on June 13, 2012 from 10:00am to 12:30pm at The Virginia Department of Social Services in Richmond, VA. No one will be admitted after 10:45am. The purpose of this conference is to allow potential applicants an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all applicants having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those applicants who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 1:45 PM. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation. Pre-registration is requested by June 6, 2012.

X. GENERAL TERMS & 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 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 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

projects 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 Item #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; that they have not offered or received any kickbacks or inducements from any other applicant, 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 submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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 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 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 applicant has questions about the specifications or other solicitation documents, the prospective applicant should contact the representative whose name appears on the face of the solicitation no later than (5) five working days before the due date. Any revisions to the solicitation will be made only by addendum, issued by the contract officer/buyer for this solicitation.

- 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 that 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 that 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.

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. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties, in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- R. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance 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 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.

- S. **NONDISCRIMINATION OF CONTRACTORS:** An applicant, 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 applicant, 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 alternate 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.
- a. held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the sub-grantee, in writing, as to those charges which it considers unreasonable and the basis for the determination. A sub-grantee 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).
- U. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, subgrantees shall state bid/offer prices in US dollars.

- V. **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.

XI. **SPECIAL TERMS AND CONDITIONS**

- A. **SMOKE FREE ENVIRONMENT:** By signing this contract, the sub-grantee certifies to the Commonwealth that it 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 for 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 grant, contract, loan, or loan guarantee. 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.

- B. **RENEWAL OF CONTRACT** This contract may be renewed by the Commonwealth upon written agreement of both parties for four (4) successive one year periods, under the terms of the original contract, and at a reasonable time prior to the expiration.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 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.
- D. **CHANGES TO CONTRACT** No amendments to the approved budget may be made without the prior written approval of the Department of Social Services. Deviations from the approved line-item budget of more than \$500.00 in any line item require that the sub-grantee submit a budget modification request in writing to the attention of the Virginia State Refugee Coordinator. The request must include a proposed modified budget, accompanied by a description of the modification and a justification/rationale for the proposed changes. The letter must be submitted at least thirty (30) calendar days prior to the intended effective date. The deadline for receipt of budget requests is August 1. No budget requests will be considered after that date.

E. SUBCONTRACTING No portion of the work shall be subcontracted without prior written consent of the Commonwealth. 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 Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract

F. COMPENSATION TO THE CONTRACTOR Compensation to the Contractor shall include the following conditions:

F.1 The contractor shall be paid on a cost reimbursable basis.

F.2. Actual expenditures shall be invoiced pursuant to approved line-item budget categories in Program Budget.

F.3 The invoice period shall be monthly. The contractor shall invoice the purchasing agency each month on forms supplied by the purchasing agency and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. The purchasing agency shall not be obligated to pay for services when the sub-grantee fails to submit monthly expenditure statements/request for funds and a financial report for such services within thirty (30) calendar days after the close of the month in which services were delivered. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the expenditure statement/request for funds.

F.4 Payments will be made via direct deposit (electronic data interchange – EDI). Upon award, sub-grantees must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors. These can be found at www.doa.state.va.us

F.5 **All invoices submitted by the Contractor must contain the contract number, the FIN number, and then be submitted to:**

Virginia Department of Social Services
Office of Newcomer Services
801 East Main Street
Richmond, VA 23219-2901

G. 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.

G.1 A contract will be signed between the Virginia Department of Social Services and the local administrator of the applying agency upon granting of a sub-grant award. Upon approval of the contract, the sub-grantee will be reimbursed for expenses on a monthly 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 basis to the Department of Social Services for reimbursement. SEE RFPSECTION 7- Method of Payment for instructions on submission. 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. The contractor will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

G.2 The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. The sub-grantee shall comply with time and effort reporting as required by the Federal Office of Management and Budget (OMB) 2 CFR

Part 225 (formerly OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments). All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these timesheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the State.

- G.3 All revenue from the sale of products derived through activities performed pursuant to this sub-grant shall be reported to the purchasing agency and may be applied as an adjustment to defray costs for the purchasing agency.
- G.4 If the sub-grantee fails to correctly provide any services and/or reports as specified in The terms and conditions of the contract, and in the time period specified, the purchasing agency may withhold payment of expenditures until said services and/or reports are provided. All services provided by the sub-grantee pursuant to this contractor shall be performed to the satisfaction of the purchasing agency, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The contractor shall not receive payment for work found by the purchasing agency to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- G.5 The sub-grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Department of Social Services.

- H. **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 shall forward annually to the Department a copy of the organization's most recent audit.

The sub-grantee further agrees to comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) circular A-128, "Audits of State and Local Governments" or the single Audit Act and OMB circular A-133 as applicable.

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 the portion of the audit that affects the program shall be submitted to the Commonwealth of Virginia. The audit report shall be submitted no later than one (1) year from the end of the previous contract period, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter summarizing audit findings must be submitted with the audit report. If there are no audit findings, a letter indicating no findings shall be submitted. The copy of the portion of the audit findings or letter indicating no findings shall be sent to:

Virginia Department of Social Services
Office of Newcomer Services
801 East Main Street, 15th Floor
Richmond, Virginia 23219-2901

Attention: Brent Sutton

- I. **CONFIDENTIALITY**: 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.
- J. **OWNERSHIP OF MATERIAL**: Ownership of all data, material 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 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.
- J.1 Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the sub-grantee in the performance of its obligations under this sub-grant shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this sub-grant. The applicant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the sub-grantee's obligations under this sub-grant without the prior written consent of the purchasing agency.
- J.2 Any materials produced under this sub-grant must bear a statement that the project was Supported by the purchasing agency and identify the title of the funding source. The sub-grantee agrees that any publication (written, visual, or sound, but excluding press releases newsletters, and issue analyses) issued by the sub-grantee or by any sub-grantee describing programs or projects funded in-whole or in-part with Federal Funds, shall contain the following statement:
- "This project was supported by Department of Social Services (VDSS) RFP# xxxxx, with funds made available to Virginia from the Office of Refugee Resettlement /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."*
- J.3 The sub-grantee 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.
- K. **PRIME SUBGRANTEE RESPONSIBILITIES** 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 or the Commonwealth. The Contractor shall be responsible for all its own insurance and federal, state, local, and social security taxes.
- K.1 If approval is granted by the VDSS to sub-contract any portion of this contract the Sub-grantee shall be responsible for completely supervising and directing the work under this award and all subcontractors that he/she may utilize, using his best skill and attention. Subcontractors who perform work under this sub-grant shall be responsible to the prime Sub-grantee. The Sub-grantee agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

L. EQUIPMENT: Equipment purchased under the terms of this agreement shall be limited to equipment indicated in the approved budget incorporated in the contract. The Sub-grantee shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this agreement shall be retained by the Sub-grantee during the period of performance of the agreement. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

L.1 If the VDSS permits the sub-grantee to purchase real property or equipment with grant funds, VDSS retains a residual financial interest, enabling the Department to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).

L.2 Total requests for equipment costs in excess of \$1000 require prior approval from the State Refugee Coordinator.

M. OBLIGATION OF APPLICANT: By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

N. IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

Name of Applicant	Due Date	Time
Street or Box Number	RFP No.	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer

The envelope should be addressed as directed on RFP Cover Page Application Form of the solicitation.

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. 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.

O. BUSINESS HOURS AND ACCESSIBILITY FOR CLIENTS

Each office location at which contractor's conduct service delivery will have clearly posted and advertised normal business hours. The general public must have accessibility to the common/waiting areas during advertised business hours. Waiting areas are never to be left unattended during normal business hours. Main office doors accessible to the public are not to be locked during normal business hours. In the rare event of an unexpected or unanticipated closing, the contractor must clearly post signs directing individuals to a contact phone number. Each office location at which contractor's conduct service delivery should have clearly posted and/or advertised public contact telephone number(s). Except in exceptional circumstances, callers must be able to talk directly to a staff person or volunteer representing the agency at all times during normal business hours. If a phone tree or call routing option is offered, the system must allow the caller to leave a message. If an automated message system is used, it must

provide up-to-date information. Contractors are expected to check the system periodically to ensure that calls can be routed.

P. COMMUNICATION PROTOCOL: Media – Public Relations - Community Outreach
When communicating with and/or releasing information to the media regarding refugee resettlement and refugee services, the contractor shall:

- P.1 Inform the media contact that it (the Contractor) is under contract with ONS to provide employment services to refugees
- P.2 Inform ONS within one hour, if feasible, or by 9:00 a.m. of the following business day that the contractor has been contacted by and/or provided information to the media
- P.3 Inform ONS of any public resettlement-related event, program (includes television and radio shows and webcasts), workshop, and/or visitation where the Contractor is a host/sponsor, representative, partner and/or participant

Q. DIFFICULT CASE PROTOCOL: Each service provider under contract with the Office of Newcomer Services, Virginia Department of Social Services, must make an assurance to follow a protocol that addresses difficult and non-typical situations with clients, that is, those cases in which the following occur:

- Q1. A client is disruptive and non-compliant beyond reasonable expectations;
- Q2. A client threatens the safety and well-being of any person charged with providing services or assisting the client; and/or
- Q3. A client's medical condition or behavior is such that it could lead to or present an immediate threat or danger to the community.

If any of these situations exists, the service provider is to notify the Family Stabilization Specialist at Commonwealth Catholic Charities at 804-545-5948, of the situation and follow through with any guidance or consultation given by that individual.

The Virginia Office of Newcomer Services State Refugee Coordinator must be notified by telephone at the earliest possible determination of case difficulty.

Subsequently, the service provider must forward to the State Refugee Coordinator the following information:

- 1. Identification of client(s), including name(s), alien number(s) and address
- 2. Assurance that client's(s)' confidentiality will be maintained
- 3. Description of the problem and/or incident with brief summary notes that includes events and dates
- 4. Intervention strategy (ies) that are being used to resolve the problem or incident including utilization of the existing network of service providers (by name), including the family stabilization specialist and other community partners (by name) in its resolution.

R. SUB-CRANTEE MONITORING: 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. 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. The sub-grantee shall furnish the VDSS on request information regarding payments claimed for services under this contract. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required by the VDSS, its authorized

agents, and/or Federal personnel. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the sub-grantee, the sub-grantee shall reimburse the VDSS upon demand.

S. ATTENDANCE: Directors of agencies/programs having contracts with the Department of Social Services assure that they will participate in regularly scheduled meetings of refugee service providers with the State Refugee Coordinator. Attendance at such meetings will be mandatory. Three excused absences are permitted within a contract period. If allowable absences are exceeded, this will result in the review of the contract and may result in the termination of the contract.

T. FEDERAL AWARD INFORMATION: Sub-recipient of federal awards must be informed of the Catalog of Federal Domestic Assistance (CFDA) number, grant name and number, grant year and federal awarding agency. The information will become part of the contract.

CFDA Number:

Federal Grant Name:

Federal Grant Award Year:

Federal Grant Number:

Federal Grant Awarding Agency:

U. SUPPLANTATION OF FUNDS: The applicant assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for [*insert name of program initiative* (i.e. child abuse prevention services and activities)].

XII. METHOD OF PAYMENT

COMPENSATION: to the Sub-grantee for delivered services shall be as follows:

- A. The Sub-grantee shall be paid on a cost reimbursable basis. *Reimbursements will be made quarterly unless a written request for hardship is made and approved by the Virginia Department of Social Services, in which case, reimbursements may be monthly.* It is preferred that all reimbursements be deposited electronically through the Virginia Department of Accounts Remittance Electronic Data Exchange (EDI) for expediency. Application information for EDI can be found on the Department of Account's website: www.doa.state.va.us.
- B. Actual expenditures shall be invoiced pursuant to approved line item budget categories in **Attachment D**.
- C. Deviations from the approved line-item budget shall be submitted in writing to the VDSS for the VDSS's prior approval at least thirty (30) calendar days prior to the intended effective date.
- D. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to the VDSS and may be applied as an adjustment to defray costs for the VDSS.
- E. The invoice period shall be monthly if requested (see A above). The Sub-grantee shall invoice the VDSS each invoice period on forms supplied by the VDSS and shall submit an invoice showing no services delivered if that is the case in any invoice period. The VDSS shall not be obligated to pay for services when the Sub-grantee fails to submit quarterly invoices for such services within thirty (30) calendar days after the close of the invoice period in which services were delivered. Invoices which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the invoice.

Fourth quarter invoices shall be submitted in the following manner: One invoice must be received for the months of April and May only. This invoice must be received by the VDSS no later than June 6th. An invoice for June expenditures shall be submitted separately by no later than July 10th.

- F. If the Sub-grantee fails to correctly provide any services and/or reports as specified in this contract, and in the time period specified herein, the VDSS may withhold payment of invoices until said services and/or reports are provided. All services provided by the Sub-grantee pursuant to this contract shall be performed to the satisfaction of the VDSS, and in accord with applicable federal, State and local laws, ordinances, rules and regulations. The Sub-grantee shall not receive payment for work found by the VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.
- G. The sub-grantee shall be required to maintain accounting records to support all requests for reimbursement. These records shall be available for review by the State. Expenditures will be monitored by the Virginia Department of Social Services.

XIII. Definitions and Terms

Alien: Any person who is not a citizen or a national of the U.S.

Asylum: Protected status given to non-citizens who are in the U.S. or at a border and demonstrate that they qualify under the refugee definition. A person granted asylum is referred to as an "asylee," or more generally as a "refugee."

Economic Self Sufficiency: The ability of a refugee or the refugee's family unit to earn an income that will be self-supporting without any dependence on public cash assistance.

Employment Authorization Document (EAD): An Immigration and Naturalization Service (INS) issued document required for asylees and other immigrants in order for them to be authorized to work in the United States.

Immigrant: An alien who is lawfully granted the privilege of residing permanently in the U.S. (See also Permanent Resident Alien for more details about this term).

Medicaid: A medical assistance program established under Title XIX of the Federal Social Security Act to enable states to provide medical care to public assistance recipients and medically needy persons: i.e. persons of low income who can meet their maintenance needs but have insufficient income to provide the cost of medical care. The program is financed by state and federal funds.

Non-citizen: Any person who is not a citizen of the U.S., regardless of his/her specific immigration status.

Office of Newcomer Services (ONS): The office within the Department of Social Services responsible for the administration, development, and supervision of the Refugee Resettlement Program in the state of Virginia.

Office of Refugee Resettlement (ORR): The agency within the federal Department of Health and Human Services responsible for refugee resettlement services throughout the United States. It is the source of the 100 percent federal funding to states for the Refugee Medical Assistance (RMA), Refugee Cash Assistance (RCA), Refugee Social Services (RSS), Matching Grant (MG), Targeted Assistance, and Discretionary Grant programs.

Permanent Resident Alien: An alien admitted to the United States as a lawful permanent resident. Permanent residents are also commonly referred to as immigrants; however, the Immigration and Nationality Act (INA) broadly defines an immigrant as any alien in the United States, except one legally admitted under specific nonimmigrant categories (INA section 101(a) (15)). An illegal alien who entered the United States without inspection, for example, would be strictly defined as an immigrant under the INA but is not a permanent resident alien. Lawful permanent residents are legally accorded the privilege of residing permanently in the United States. They may be issued immigrant visas by the Department of State overseas or adjusted to permanent resident status by the Immigration and Naturalization Service in the United States.

Reception and Placement (R&P): The first phase of the resettlement process after a refugee arrives in the United States. Each refugee is assigned to an American private voluntary agency that, working under a cooperative agreement with the Department of State, provides sponsorship and initial resettlement services during the first three months following the refugee's arrival. These services include housing, essential furnishings, food and other basic necessities, clothing, and additional orientation to life in America.

Refugee: A person who is outside his/her country of origin because of a well-founded fear of persecution due to race, religion, nationality, political opinion, or membership in a social group. Eligible participants hold the legal immigration status of a refugee, which is granted before their arrival in the United States.

Refugee Act of 1980 (Public Law 96-212): The legislation that created the refugee resettlement program to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency as quickly as possible after arrival in the United States.

Refugee Cash Assistance (RCA): Special cash assistance for needy refugees who do not qualify for cash assistance under the TANF or Supplemental Security Income (SSI) programs. Refugee individuals or families must meet the income and resource eligibility standards applied to the TANF program. Currently, RCA provides cash payments for a maximum of 8 months. The full cost of the RCA program is paid from federal funds.

Refugee Medical Assistance (RMA): Special medical assistance for needy refugees who do not qualify for Medicaid or FAMIS. Refugees who are eligible for RCA are also eligible for RMA. This assistance is provided in the same manner as Medicaid, but all funds are provided by the federal government. Program eligibility is restricted by a time limitation, which depends on the availability of appropriated funds. Refugees not receiving RCA may be eligible for RMA if their income is slightly above that required for cash assistance eligibility and if they incur medical expenses which bring their net income down to the Medicaid eligibility level.

Refugee Social Services (RSS): Services provided to refugees in order to assist in general adjustment and especially to promote rapid achievement of self-sufficiency. Priority services include employment counseling, English language training, job placement and vocational training. Other support services include orientation, translation and interpretation, social adjustment counseling, transportation, and day care.

State Refugee Coordinator: The individual designated to be responsible for the administration and coordination of public and private resources in refugee resettlement in the state of Virginia.

Targeted Assistance Program (TAP): An Office of Refugee Resettlement program that funds employment and other services for refugees and entrants who reside in areas of high need. These areas are defined as counties or contiguous county areas where, because of factors such as unusually large refugee or entrant populations, high refugee or entrant concentrations in relation to the overall population, and high use of public assistance, there exists a need for supplementation of other available service resources to help the local refugee or entrant population obtain employment with less than one year's participation in the program.

Temporary Assistance to Needy Families (TANF): A program that provides temporary financial assistance to eligible families with children. The family receives a monthly cash payment to meet their basic needs. To be eligible, a family must be financially needy and must meet certain other requirements.

Virginia Newcomer Information System (VNIS): A computer program/network that captures information (demographic, public assistance benefits, employment activities, support services, and training) on each refugee receiving services through contract service providers. The data collected is used to prepare required federal reports, assist the Office of Newcomer Services in the supervision and monitoring of contractors, and evaluate the effectiveness of the program. In addition, VNIS generates statistics that are requested by legislators, other state agencies, and the public-at-large.

Voluntary Resettlement Agency (VOLAG): One of the ten national non-profit organizations (voluntary agencies) that enter into a cooperative agreement with the Bureau of Population, Refugees, and Migration of the Department of State to provide basic reception and placement services to refugees/entrants. Affiliates of seven of the national VOLAGs resettle refugees in Virginia: Church World Services, Episcopal Migration Ministries, Ethiopian Community Development Council, Hebrew Immigrant Aid Society, International Rescue Committee, Lutheran Immigration and Refugee Service, and the United States Catholic Conference.

VOLAG Affiliate: A local branch of the national voluntary agency that implements the provisions of the cooperative agreement within an established area.

Virginia Refugee Resettlement Program (VRRP): The term used to refer to the overall program of refugee services available in Virginia: cash and medical assistance, social services, TAP, and discretionary grants.