

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF JUVENILE JUSTICE
REQUEST FOR PROPOSALS

Solicitation Number: **RFP DJJ 04**

Issue Date: January 21, 2004

Title: **Detention Alternatives Program**

Commodity Code: **NIGP 95295
UN/SPSC 92101700**

Issuing Agency: DEPARTMENT OF JUVENILE JUSTICE
Procurement and Logistics
700 Centre, East Franklin St., 4th Flr.
Richmond, Virginia 23218

Location of Services: City of Richmond

PERIOD OF CONTRACT: The contract period will be for an initial twelve months with the option to renew for four (4) successive one-year periods in accordance with Section XI, paragraph J.

PROPOSAL RETURN DATE: Sealed proposals will be received until February 25, 2004, 2:00 P.M. (Local Prevailing Time) for furnishing the services described herein.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF HAND DELIVERED OR EXPRESS MAIL, DELIVER TO: DJJ, 700 Centre, East Franklin St., 4th Floor, Main Receptionist, Richmond, VA 23219, ATTN: Procurement and Logistics, RPF # DJJ-04-00X. All proposals received after the appointed date and hour for receipt, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time received at the Reception Desk. Offerors have the sole responsibility for assuring that proposals are received in the purchasing office by the designated date and time. Faxed or oral proposals will not be accepted.

REQUEST FOR INFORMATION: All inquiries for information should be directed to F. M. Cividanes, Procurement & Logistics, Director at 804-371-0670 or Email at cividafm@djj.state.va.us

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

Name & Address of Firm:

_____	By: _____
_____	Signature In Ink
_____	_____
_____	Printed Name
_____	_____
_____ Zip Code _____	Title
FEI/FIN No.: _____	_____
Telephone: (____) _____	Date
FAX No.: _____	Email: _____

(Please check as applicable)

MINORITY BUSINESS [] SMALL BUSINESS [] WOMEN-OWNED BUSINESS []

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 11-35.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase by the Department of Juvenile Justice, an agency of the Commonwealth of Virginia of a detention alternatives program for youth before the Juvenile and Domestic Relations court in 13th District, serving the City of Richmond, Virginia.

II. **ISSUANCE OF RFP AND INSTRUCTIONS TO OFFERORS:**

A. **The Issuing Office is:**

Office of Procurement and Logistics
Department of Juvenile Justice
700 Centre, East Franklin Street, 4th Flr.
P.O. Box 1110
Richmond, VA 23218-1110

Attention: F. M. Cividanes, Director
Telephone: (804) 371-0700
Fax: (804) 371-0773
Email: @djj.state.va.us

Any questions concerning this RFP will be directed to F. M. Cividanes at (804) 371-0700, and not to any other person at the DJJ. The DJJ will determine whether any addenda should be issued as a result of any question or other matters raised

B. **Communications Between the DJJ and the Offerors:**

1. **Informal Communications:**

a. From the date of receipt of this Request for Proposals (RFP) by each offeror until a binding contractual agreement exists with the Selected Offeror and all other offerors have been notified, or when the DJJ rejects all proposals, informal communications regarding this procurement will cease. Informal communications will include, but not be limited to:

(1) Requests from the offerors to any department/office at the DJJ or local authorized user, with the exception of the Office of Procurement and Logistics for information, comments, speculation, etc.;

(2) Requests from any department/office at DJJ or local "authorized user", or any employee of the DJJ or local "authorized user", with the exception of the Office of Procurement and Logistics for information, comments, speculation, etc.

2. **Formal Communications:**

a. From the date of receipt of this RFP by each Offeror until a binding contractual Agreement exists with the Selected Offeror and all other offerors have been notified, or when the DJJ rejects all proposals, all communications between the DJJ and the offerors will be formal, or as provided for in this RFP, or as requested by the Office of Procurement and Logistics. Formal communications may include but not be limited to:

(1) Oral Presentations
(2) Site visits, Interviews, etc.

- b. Any failure to adhere to the provisions set forth in Informal Communications and the Formal Communications sections above may result in the rejection of any Offeror's proposal or cancellation of this Request for Proposals (RFP).

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

1. **Authorized Signatures**: Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the DJJ requiring prompt submission of missing information and/or giving a lower score in evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the DJJ. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation
2. **Completeness**: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
3. **Additional Information**: Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. **Binding**: Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
5. **Organization of Content**: Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each section/paragraph in the Offeror's proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. The proposal should contain a table of contents which cross references the RFP requirements. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
6. **Virginia Freedom of Information Act**: Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 11-52D of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item price(s) and/or total proposal price(s) as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

7. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the DJJ. This provides an opportunity for the DJJ to ask questions and the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The DJJ, Office of Procurement and Logistics will schedule the time and location of these presentations. Oral presentations are an option of the DJJ and may or may not be conducted.
8. Offeror's Rerepresentation: Offerors, by submission of a proposal, represent that they have read and understand the solicitation documents and specifications and have familiarized themselves with all federal, state and local laws, ordinances, rules and regulations that may affect the cost, progress or performance of the work.
9. Name of Corporation: If the Offeror is a corporation, the proposal must be submitted in the name of the corporation, not simply in the corporation's trade name. In addition, the Offeror must indicate the corporate title of the individual signing the proposal. By signature the Offeror certifies acceptance of all terms and conditions specified in the solicitation.
10. Offeror's Obligation: The failure or omission of any Offeror to receive or examine any form, instrument, addendum or other documents, or to acquaint itself with conditions existing at the site, shall in no way relieve the Offeror from any obligations with respect to its proposal or to the contract.

D. **SPECIFIC SUBMISSION REQUIREMENTS**: The following must be included in the proposal:

1. Number of Copies: One original and three (3) copies of the proposal must be submitted to the DJJ, Procurement and Logistics Unit. No other distribution of the proposals shall be made by the Offeror.
2. Cover Sheet: All Offerors shall return the RFP cover sheet and all addenda acknowledgment(s), if any, signed and completed as required. The DJJ will not accept oral or FAX proposals.
3. Table of Contents: Include a clear identification of the material by section and page number and cross-reference to applicable sections of the RFP.
4. Delivery Date: The Department desires that services begin no later than April 1, 2004. State in your proposal your earliest firm delivery or performance date. This date may be a factor in making the award.
5. Services: Discuss and explain **in detail** how the Offeror will provide the Detention Alternative Program. The information presented should be in sufficient detail to enable the DJJ to ascertain the Offeror's understanding of the results to be accomplished and the methodology in which the Offeror proposes to accomplish them. This section should address the desired service components and methodology as to the delivery of services as described in this RFP in Section VIII. Statement of Needs.
6. Offeror's Qualifications and Experience: Offerors shall provide all pertinent data relating to the Offeror's organization, qualifications of personnel, and capabilities to perform the services required by the RFP to include:
 - a. Identify and describe the experience of the corporate administrative personnel, specifically the nature of experience related to the juvenile court process and services and programs for juveniles before the court.

- b. Identify and describe the qualifications and experience of personnel who will be assigned to provide the specific services. Years of experience, what type of experience, and where the experience was obtained should be included. Include resumes. If the Offeror has not identified personnel for positions within this program, examples of qualifications and experience of employees in other similar programs may be included.
7. License(s): Proposals shall include copies of any licenses the Offeror holds including a business license.
8. References: Offerors shall provide a list of at least four references for whom similar services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, and telephone number. (See Attachment A Offeror Data Sheet.)
9. Financial:
 - a. Include a brief overview of your firm's historical and current financial status that may include financial statements, bank references, and any other information that is relevant to your firm's financial stability and solvency.
 - b. Your firm's business structure to include the relationship between any parent company and subsidiaries, if applicable, to your firm.
 - c. Audited Statements: Offerors shall submit the latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization, or any other acceptable proof of financial responsibility.
10. Budget Submission: Offerors must include a detailed budget which addresses the following:
 - a. Personnel costs: Specify type and number of personnel to be assigned, % of time to be dedicated to Program, projected annual/hourly salary and benefits
 - b. Costs for additional direct client services to be provided and/or purchased
 - c. Supplies, equipment and/or other operating expenses
 - d. Travel expenses
 - e. The projected number of youth to be served by the Program (address both static and annual projections)
11. Price: Offerors Pricing Proposal should reflect an annual total cost for the Program. (See Section XI, Pricing Schedule)
12. Contractual Arrangements:
 - a. State the firm's acceptance of the Commonwealth's General Terms and Conditions;
 - b. State the firm's acceptance, with any proposed modifications, of the Special Terms and Conditions; and
 - c. Provide any contract documents the firm will request that the DJJ sign.

E. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and marked in the lower left-hand corner with the solicitation number, commodity, hour and due date of the proposal.

From: _____	<u>February 25, 2004</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>DJJ 04-00X</u>	
Street or Box Number	RFP No.	
_____	<u>Detention Alternatives Program</u>	
City, State, Zip Code	RFP Title	

The envelope should be addressed as directed on the cover page of the solicitation. Proposals may be hand delivered to the Issuing Agency's purchasing office. No other correspondence or other proposals should be placed in the envelope.

F. **EVALUATION CRITERIA:** Proposals will be evaluated by the DJJ using the following criteria:

1. The Offeror's plan to provide the DJJ with the services as described in Section X, Statement of Needs;
2. The Offeror's approach to providing the services including quality assurance, reporting/administration and discounts;
3. The Offeror's experience in providing services similar to those described in this RFP, and the experience of the individuals whom the firm proposes to provide such services;
4. The Offeror's reference from clients whom are comparable to the DJJ;
5. The Offeror's proposed pricing; and
6. The Offeror's delivery date.

G. **AWARD:** Selection shall be made of multiple offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to the offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 11-65D*). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

H. **FORMATION OF CONTRACTUAL AGREEMENT:**

1. Following receipt and careful evaluation of all proposals by the DJJ, a selection will be made of two or more firms deemed to be fully qualified and best suited among those

submitting proposals. After all negotiations (including Best and Final Offer) have been conducted, the DJJ will select the firm which, in its opinion, has made the best proposal. The DJJ will award the contract by either of these methods:

2. Accept the proposal as written by issuing a written notice to the Selected Firm which refers to this RFP and accepts all or part of the proposal submitted in response to it and/or any addenda submitted during the negotiation process; or
3. Execute a mutually satisfactory written Agreement based on this RFP, the proposal submitted, and the negotiations concerning these.
4. If the DJJ determines in writing and in its sole discretion that only one firm is fully qualified, or that one firm is clearly more highly qualified than the others under consideration, it may decide to negotiate and award a contract to that firm.
5. Because the DJJ may use alternative (A) shown above, each firm must include in its written proposal all requirements, terms or conditions it may have, and should not assume that an opportunity will exist to add such matters after the proposal is submitted

III. **CODE OF VIRGINIA:**

Section 66-3.5 authorizes the Director of the DJJ "to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers under this title, including, but not limited to, contracts and agreements with the United States, other states, and agencies and governmental subdivisions of the Commonwealth."

IV. **MINORITY PARTICIPATION:**

- A. **Policy:** It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small business and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this are required. By submitting a proposal, Offerors certify all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. (See Attachment A)
- B. **Participation:** All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the DJJ may require prompt submission of missing information after the receipt of proposals
- C. **Submission Requirements:** The Offeror must submit the following three sets of data for small business, women-owned business and minority-owned business: (1) ownership, (2) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months, and (3) planned involvement of small businesses, women-owned businesses and minority-owned businesses on the procurement. The formats for submission of this data are included at Attachment (B).
- D. **Periodic Progress Reports/Invoices:** For contracts requiring the submission of periodic contract performance progress reports or program status reports, the Contractor will include a

section on involvement of small businesses and businesses owned by women and minorities. The section will specify the actual dollars contracted to be spent to date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted with such businesses on this contract. This information shall be provided separately for small businesses, women-owned businesses and minority-owned businesses.

If the contract does not require the submission of periodic progress reports, the Contractor will be required to provide the above required information on actual involvement of small businesses and businesses owned by women and minorities as part of their periodic invoices or periodically as stipulated by the agency.

- E. **Final Actual Involvement Report:** The Contractor will submit, prior to completion or at completion of the contract and prior to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

Business Class: (Small, Women-Owned or Minority-Owned)

Firm Name Address and Phone #	Type Goods Services	Actual Dollars	Planned Dollars	% of Total Contract
Totals for Business Class				

- V. **METHOD OF PAYMENT:** DJJ desires that all invoices for services be rendered on a monthly basis. **Offerors who desire a different invoicing schedule should detail that schedule in their proposal.** Regardless of the final negotiated method of payment, invoices shall be submitted to the Director of the 13th District Court Service Unit for payment.

In accordance with the Commonwealth of Virginia *Prompt Payment Act*, invoices shall be payable within thirty (30) days after receipt of invoice. At a minimum, the following information shall be annotated on all invoices:

- Contract Number
- Contractor's Federal Tax Identification Number (FIN) or Social Security Number (SSN), if applicable.
- Contractor's address, telephone number, and point of contact.
- Date's of provided services.

- Type of services provided.

The Contractor shall notify the Fiscal Officer of the DJJ of all invoices that are in excess of thirty days.

- VI. **PURCHASE VOLUME REPORT:** The Contractor shall furnish the DJJ reports of the total dollar volume of purchases made under this contract and identify the services provided under this contract in accordance with the following schedule:
- A. The first report shall include purchases made in the first 6 months of the contract.
 - B. If the contract is renewed after the first year period, the Contractor shall furnish reports at the end of each consecutive twelve-month period 90 calendar days prior to the expiration date of the contract.
 - C. All reports shall be delivered to the DJJ Office of Procurement and Logistics no later than 14 calendar days after the DJJ has made the request. Reports shall be sent to the attention of the appropriate contract officer. Failure to submit this information in the required time may result in disqualification from the next solicitation for this contract.
 - D. Each report shall be in two segments: (1) One to report the total dollar volume of purchases and the specific services ordered by DJJ CSU; (2) One to report the total dollar volume of purchases and number of each item ordered by all other Commonwealth public bodies (e.g. cities, towns, counties, and authorities, etc.) if authorized users of this contract.
 - E. Offerors shall identify in their written narrative the name of the individual responsible for the preparation of these reports.

VII. **BACKGROUND:**

The City of Richmond Juvenile Detention facility is a sixty-bed facility housing youth either charged with delinquent acts or those found guilty of a delinquent act and waiting disposition. In FY 01, the facilities administrators found that it was consistently operating at 125 percent of capacity (a daily average of 84 occupants.) In response to this increasing occupancy problem the 13th District Court Service Unit and the Richmond Department of Juvenile Justice Service instituted a collaborative effort, the Graduated Interventions Level Systems, GILS. The GILS program was designed to increase the availability and the use of community based resources designed to support these youth's prompt return to the community from detention and/or to provide alternatives to detention at the youth's initial arraignment. Two years after the implementation of the GILS Program, the detention facility experienced a significant drop in its population. However, it continues to operate at over 100 percent capacity, averaging a daily occupancy of 66 youth in fiscal year 2003. The average length of stay in the Richmond detention facility for pre-dispositionally detained youth was 26 days in fiscal year 2003 and 22 days for those detained post-dispositionally. The average length of stay for youth committing class one misdemeanors and technical violations is 23 days. The administrators have theorized that the extended length of stay in detention, rather than the availability and/or provision of services in detention and in the community, is contributing significantly to the continued over occupancy rate in the detention facility.

VIII. **STATEMENT OF NEEDS:**

- A. **General Requirements:** : The DJJ is seeking to initiate a Detention Alternative Program that provides the following services:

1. **Identification and assessment.** Each child and his/her particular situation are to be individually assessed utilizing factors addressing the safety of the child and the community. Those factors should include information concerning the present alleged offense(s) (obtained exclusively from sources other than the child), the child's history with the court and court services, home environment, custody issues, mental health status, present educational placement and particular education needs, as well as any factors unique to the individual child and to his present detention status. The assessment should include:
 - a. **Interviews:** The child is to be personally interviewed at the detention home prior to his/her first detention hearing appearance in order to survey his/her present community status and needs to facilitate release to the community, according to the factors above. Detention hearings are presently set at 11:00 a.m. each day in the Richmond Juvenile Court, which allows an early morning review and investigation of the factors which would facilitate the child's release. Willingness and ability to participate positively in a detention alternative plan will be determined. The child will not be interviewed concerning the present alleged offense(s).
 - b. **Contact with family, guardian or other custodian.** A vital element of the assessment procedure will include early pre-court contact with the youth's caregivers to determine the caretaker's ability to adequately supervise the child in the community. In addition, potential home impediments to the child's safe release are to be assessed and alternatives are to be identified. With some frequency a number of youth remain in detention simply because of difficulty in establishing contact with a present or potential caregiver.
 - c. **Contact with the Court Services Unit Staff:** The assigned CSU staff is to be contacted to review their information concerning the child and to coordinate, and ensure not to duplicate, efforts on behalf of the child's placement. In the event that the child has a history of contacts with the court, particularly that for children already under supervision, it is likely that the probation officer will be able to utilize existing contact and other relevant information to expedite this process. In the case of a child without a court history, the need for supplemental investigation is likely to be increased. The Detention Alternative Program is not intended to assume the existing responsibilities of the court service unit or any other existing representation for the child.
 - d. **Communication with Schools:** When appropriate, and particularly in cases involving identified or potential special education students and children who are charged with school offenses, contact will be made with the child's school. The child's status involving academic progress, attendance, present placement and possible alternatives for placement will be addressed as appropriate. In the case of children whose school placement appears inappropriate, or where special education rights are apparently not being observed, the Detention Alternative Program will make appropriate referrals and requests.
2. **Resource Identification:** Program staff will be thoroughly familiar with the features, requirements and accessibility of existing resources available through the court (e.g., outreach detention with and without electronic monitoring, day reporting center etc.), as well as with existing community services (e.g., children's shelters, intensive in-home intervention, mental health community-based programs). In addition, the Program will seek out services and opportunities available (e.g., supervised after school academic, activity and sports programs available through the schools, community associations and churches). The Program will also investigate and have a thorough working knowledge of alternative secure placements for children such as mental health facilities.

3. **Detention alternative plan:** Working from the individualized assessment and the survey of options for services and supervision, an alternative plan to detention will be developed. This plan will be individualized according to the needs of the community and those of the particular child. In the not uncommon situation where a single service will not suffice for the safe return of the child to the community, the plan will be constructed of a creative combination of resources. Where the investigation of the child's present community status indicates that home placement is unavailable or problematic even with anticipated services, alternative home and community placements will be contacted and secured when appropriate.
4. **Implementation of Plan:** The Program will monitor and document the Court-approved detention alternative plan for implementation and effectiveness. Monitoring will occur in each case where a child is released according to the alternative plan, with the frequency of at least once a week through the Court's final disposition of the case. The Program will provide the child who is released according to an alternative plan and the family a mail and/or telephone reminder of any upcoming court dates.
5. **Coordination with the Defense Attorney and Commonwealth's Attorney:** The Office of the Public Defender (PD) presently represents all children charged with delinquent acts in the City of Richmond, except when there is a conflict of interest. The Program would provide the PD, and/or other defense counsel, and the Commonwealth's Attorney with the proposed detention alternative plan and rationale. In addition to regular communication with both defense counsel and the Commonwealth's Attorney to further the purposes of the Program, implementation of a daily pre-detention hearing conference to assess and discuss the possible detention alternatives for children scheduled on that day's docket would be instituted upon the agreement of counsel.
6. **Review of incarcerated youth:** In those cases where a child is not released from detention, a review of that child's detention status will be conducted by the Program on at least a weekly basis. The purpose of this review is to determine whether factors affecting the child's detention status have changed, to allow reconsideration of the detention decision. Upon such change of circumstance, the Program would advise the defense attorney.
7. **Assessment of success and needed revisions.** The Offeror will prepare quarterly reports analyzing the impact of the intervention, identifying system barriers and developing strategies for overcoming the same. The Offeror will also identify those systemic obstacles which contribute to the detention of youth otherwise suitable for release (e.g., unavailability of outreach detention because of lack of phone service, residence outside of the Court's jurisdiction). The Program will seek solutions by accessing information and resources.

B. Specific Requirements:

1. **Compliance to Statutes and Standards:** The Contractor shall operate the program in conformance with the Department's Standards for Non-Residential Services and shall conform to all applicable federal, state and local statutes and ordinances. Offerors may obtain a copy of the Standards from the DJJ website at .djj.state.va.us.
2. **Staff Training Requirements:** Staff shall be qualified and trained for the positions and duties to which they are assigned. All staff responsible for the direct supervision of youth shall maintain a current first aid and CPR certification for the duration of the contract. Copies of current first aid and CPR certification for the staff shall be filed in employees personnel files.

Training records shall be available for review by the DJJ staff responsible for the administration of this contract.

3. **Background Record Checks:** The Contractor shall certify that a background record check on all staff members shall be completed prior to the provision of services and shall be maintained in the contractor's personnel files and shall be forwarded to DJJ upon request. At a minimum, the record checks shall include a Virginia State Police Criminal Record Check (VCIN), Child Protection Services Information System (CPSIS) check, and a DMV check for those staff that operate vehicles as a part of their job function.
4. **Personnel Requirements:** The Contractor shall maintain a personnel file on each employee. At a minimum the personnel file shall include:
 - a. Application for employment;
 - b. Documentation of education as required by the job description;
 - c. Evidence of the background record check as required in this RFP; and
 - d. A copy of any professional or other license as required by this RFP or as required by the job description.
5. **Confidentiality of Records:** The Contractor shall maintain the confidentiality of records in accordance with applicable laws and regulations. The Contractor shall provide complete access to said records to those DJJ officials who have been authorized to review confidential information by the DJJ Deputy Director of Community Programs.
6. **Incident Documentation and Reporting:** The Contractor shall document all serious incidents as defined and required by DJJ procedures. A copy of such procedures shall be provided to the Contractor by court services within five days following the contract award.
7. **Inspection/Monitoring of Program:** Without prior notification, services established under this contract shall be available for inspection and monitoring by DJJ staff that have been authorized to inspect and monitor services by the DJJ Deputy Director of Community Programs. The Contractor shall ensure access to any facility or program by any other agency carrying out its responsibilities of child protection.
8. **Administration and Management:** The Contractor shall be responsible for adequate and appropriate management oversight of the implementation and successful conduct of any contract ensuing from any proposal selected.
9. **Reporting And Delivery Of Service Instructions:**
 - a. **Monthly Youth Progress Reports:** The Contractor shall provide to the designated probation officer a written monthly progress report on each youth which evaluates the youth's progress in relation to his/her goals in the individualized detention alternative plan.
 - b. **Quarterly Program Report:** The Contractor shall submit quarterly reports no later than the 10th of the month following the end of the quarter to the Director of the 13th District Court Service Unit. This report shall summarize Program activities to include the number and JTS identifier of youth assessed for a detention alternative; whether the youth was placed in an alternative and the nature of the services implemented; if the youth was not placed in an alternative, the primary reason for the youth to remain in secure detention; for those placed in alternatives, the outcome of the youth's participation (e.g., successfully completed alternative program by appearing for required

court hearings and not committing any new offenses; compliant with alternative program requirements). Additional issues to be addressed include nature of collaboration with schools, Public Defender, Commonwealth Attorneys, CSU staff, City of Richmond DJJS staff, identification of significant successes and/or challenges.

- c. **Program Evaluation:** The Contractor shall conduct an annual evaluation of the Program and submit this to the DJJ. The Offeror should describe the proposed content of such an evaluation in their proposal.

IX. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.
- 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 Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 11-35.1E*).

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 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.

1. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their bid, 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, Offerors 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, Offerors 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:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 11-69).

2. To Subcontractors:

- 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.
 - (3) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

K. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the

Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The DJJ 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 DJJ 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 DJJ'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 DJJ with all vouchers and records of expenses incurred and savings realized. The DJJ 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 DJJ within thirty (30) days from the date of receipt of the written order from the DJJ. 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 DJJ or with the performance of the contract generally.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from

other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional named insured when requiring a Contractor to obtain Commercial General Liability coverage.
 4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the contract.)
- S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DJJ's public posting bulletin board for a minimum of 10 days.
- T. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. 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 received the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **SPECIAL TERMS AND CONDITIONS:**

A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the Department of Juvenile Justice will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

C. **AUTHORIZED USERS:** The Department of Juvenile Justice (DJJ) is issuing this solicitation in cooperation with other agencies and institutions. Requirements of (name specific agencies or institutions that are part of this cooperative agreement) have been combined, and the total estimated usage is shown within this solicitation. The DJJ is responsible for administering the program; therefore, correspondence should be directed to the DJJ. The contractor shall provide a volume purchase report prior to contract expiration or renewal action.

D. **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.

E. **BEST AND FINAL OFFER (BAFO):** At the conclusion of negotiations, the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror's proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

G. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____ Subcontractor Name: _____

License # _____ Type _____

- H. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- J. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four (4) successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- K. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- L. **NOTICES:** All notices will be given in writing and deemed given when delivered to, or deposited in the U.S. Postal Service mail, certified mail return receipt requested, and addressed to the other party as shown below:

1. **If to the DJJ:**

F.M. Cividanes, VCO

Director of Procurement & Logistics
Dept. of Juvenile Justice
700 Centre, 7th and Franklin Streets, 4th Flr.
P.O. Box 1110
Richmond, Virginia 23218-1110

2. If to the Selected Offeror:

The person signing the Selected Offeror's proposal in response to the DJJ's RFP, at the Selected Offeror's address indicated in such proposal; or to such other person or address as either may designate for itself in writing and provide to the other.

M. CONFIDENTIALITY: The Contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent. Any information to be disclosed, except to the agency, must be in summary, statistical, or other form which does not identify particular individuals. Contractors and their employees working on this Program will be required to sign the Confidentiality statement in this solicitation.

N. EXPANSION OF TARGET: Throughout the original contract term and any subsequent renewal, along with the identification of available funding, the Contractor may be utilized, at the sole discretion of the Purchasing Agency, to provide other services in the area generally addressed by this solicitation. Additional services shall be provided only after written authorization and modification to this contract.

XI. PRICING SCHEDULE: Offerors shall provide an inclusive, annualized price associated with the provision of the services identified in Section IX, the "Statement of Needs," and those described in Section II, paragraph D, "Proposal Preparation". This price should be supported by a detailed budget as described in item 10 of the above referenced section.

XII. ATTACHMENTS:

- A. Offeror Data Sheet
- B. Minority, Women Owned and Small Business Forms
- C. Policy of the Board of Juvenily Justice

ATTACHMENT A
OFFEROR DATA SHEET

The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in your proposal being scored lower.

Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

Vendor's Primary Contact: Name: _____ Phone: (____) _____

Years in Business: Indicate the length of time you have been in business providing this type of good or service: _____ Years _____ Months

Vendor Information:

FIN or FEI Number: _____ Company, Corporation, or Partnership
Social Security Number: _____ If Individual

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____
Phone: (____) _____ Fax: (____) _____
Project: _____
Dates of Service: _____ \$ Value: _____

ATTACHMENT B

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business phone number of the small business, woman-owned business or minority-owned business with which the Offeror has contracted or done business over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, woman-owned or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% of Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditures of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

POLICY OF THE BOARD OF JUVENILE JUSTICE

Policy: 02-004

Title: Communication of Serious Incidents

The effective and efficient operation of the Department and the Board depends on the expeditious communication of information on serious incidents. Incidents affecting the health and safety of citizens, persons under the Department's supervision, and staff, must be reported by the operational unit involved with such incidents to the highest appropriate organizational level of the Department and the Board.

The Department shall implement procedures to assure that all units within the Department, and all facilities and programs regulated by this Board, report serious incidents in a timely manner. The Department shall report to the Board at its next meeting any serious incidents that may result in litigation, increased liability, or unusual publicity for the Department.

Chapter: Administration, Organization and Management

Authority: Section 66-10 of the Code of Virginia, 1950, as amended.

Reference: 6 VAC 35-150-120, Standards for Non-Residential Services Available to Juvenile and Domestic Relations District Courts.
22 VAC 42-10-950. Standards For Interdepartmental Regulation Of Children's Residential Facilities.

Effective: June 10, 1993

Replaces: This policy amends and superseded Policy 02-004, originally adopted on February 14, 1991

Review: Not later than May 1997

Adopted by the Board on May 10, 1995.

/s/ Robert J. McCabe, Chair