

REQUEST FOR PROPOSAL

ISSUE DATE: June 25, 2013 **RFP# PS13-01**
TITLE: Fisherman Identification Program (FIP) Call Center Services

COMMODITY CODE: 91520

ISSUING AGENCY: Commonwealth of Virginia
Marine Resources Commission
2600 Washington Avenue, 3rd Floor
Newport News, VA 23607

**USING AGENCY AND/
OR LOCATION WHERE
WORK WILL BE
PERFORMED:**

Contractor's place of business; Data entry to be conducted online using Commission's FIP web application

**INITIAL PERIOD OF
CONTRACT:**

Date of Award through September 30, 2014 (*renewable)

SEALED PROPOSALS WILL BE RECEIVED UNTIL 2:00PM, JULY 23, 2013 FOR FURNISHING THE SERVICES DESCRIBED HEREIN. LATE PROPOSALS WILL NOT BE CONSIDERED.

ALL INQUIRIES FOR INFORMATION SHOULD BE DIRECTED TO:

Erik Barth, Telephone (757) 247-2262 or
Brandy Battle, Telephone (757) 247-2260

IF PROPOSALS ARE MAILED OR IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Brandy L. Battle
Marine Resources Commission
2600 Washington Ave., 3rd Floor
Newport News, VA 23607

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- I. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for operator assisted call center services for fisherman registration data collected through the Marine Resources Commission Fisherman Identification Program (FIP).
- II. **BACKGROUND:** The Virginia Fisherman Identification Program is a state program to register saltwater anglers every year without charge. Anglers can register online or by calling a toll-free number. The intent is to create a Virginia-wide “phone book” of saltwater anglers with their contact information.

The free Virginia Fisherman Identification Program went into effect on January 1, 2011. This is part of a nationwide effort to collect contact information annually for everyone who fishes recreationally in the country’s saltwaters. Virtually every adult saltwater angler (16 and older) in Virginia will need either a valid saltwater fishing license or to register with the Fisherman Identification Program every year if exempt under state law from buying a license. For further information on the FIP consult the following web page: <http://mrc.virginia.gov/FIP>.

Since January 2011, the Commission has contracted for operator assisted call center services to assist anglers calling into a toll free number with their registration. The existing state contract will expire on August 31, 2013.

It is the agency’s wish that this program continue in order to improve fishing effort surveys. Doing so will help federal fishing effort surveyors improve their ability to contact anglers periodically and ask them how often they go fishing, where in general they go fishing and what they caught.

III. **STATEMENT OF NEEDS:**

A. **Call Center Service Requirements:** The Commission collects fisherman registration data via an online web application. Fisherman can register directly, or they can call a toll free number and talk to a live operator who then uses the Commission’s online application to key the registration data. The Call Center services desired by this RFP should meet the following requirements:

1. Call Center Service is expected to be available 24 hours per day, 7 days per week, 365 days per year; to include all holidays. Should the offeror be unable to provide the 24 hour coverage, the Commission will consider proposals for less than 24 hour coverage, but not less than 6AM to 6PM, with 4AM to 8PM being next best to 24 hour coverage.

If less than 24 hour coverage is proposed the contractor will need to provide an alternate recorded introduction message, explaining hours of telephone service available and other online alternatives for FIP self-registration; also see Item III.A.13 for other information to be provided in the pre-recorded message.

2. “In-house” Spanish speaking operators should be available, but it is expected that almost all calls will be conducted in English.
3. Contractor must use a VMRC provided Saltwater Fisherman Identification Program web site for data entry. VMRC will work with contractor to provide an customized version of the site, but in general it will be similar in appearance to the primary FIP site: <https://webapps.mrc.virginia.gov/fip/>
4. The FIP registration web site includes a United States Post Office (USPO) street address validation. Operators must work with the caller to obtain correct street address information in order to obtain USPO address validation. This will not always be possible, but operator should always attempt to verify the address information if it comes back un-validated on initial entry.
5. Call wait times should be at or below these levels:
 - a. The monthly average speed for contractor operator to answer a call must be no more than 90 seconds (not including length of the screening message described in Item 13 below).
 - b. The call abandonment rate must be equal to or less than 5% of calls each month. An abandoned call shall be any call where the caller and operator are disconnected and the operator is unable to re-contact the caller to complete the call; this does not include calls where the operator is not able to complete a registration because the caller is not eligible for the registration or is unable to provide the necessary information.
6. Operators will be expected to minimize call times as much as professionally possible. Target duration for operator engagement will be three minutes or less, unless additional registrations are requested during the call.
7. While operators will not be expected to answer many questions, they should be prepared to answer straight forward questions directly related to the registration process, and at the minimum should be well versed in the registration and licensing rules related to the FIP that are found at this web link and its sublinks: <http://www.mrc.virginia.gov/FIP/>. Callers can often be confused by the criteria for registration and operators would be expected to help them based on the information at the referenced link above.
8. Call and registrant volume is expected to range from 10,000 to 100,000 calls/registrants annually; contractor must be able to efficiently provide services for this varying level of registration:
 - a. Call volume is expected to vary seasonally with daily peaks in hundreds per day, occasionally exceeding 1,000 per day

b. Highest volumes expected in spring and summer months

Summary of FIP Call Statistics to Date						
Year	Month	Minutes	Calls	Minutes per Call	Registrations	Registrations per Call
2011	JAN	917.14	238.00	3.85	204	0.86
	FEB	768.18	233.00	3.30	205	0.88
	MAR	2147.10	685.00	3.13	625	0.91
	APR	5478.24	1711.00	3.20	1841	1.08
	MAY	7816.58	2441.00	3.20	2728	1.12
	JUN	6886.35	2025.00	3.40	2536	1.25
	JUL	15091.57	4412.00	3.42	5501	1.25
	AUG	8249.70	2244.00	3.68	2889	1.29
	SEP	3975.31	1195.00	3.33	1554	1.30
	OCT	2543.46	764.00	3.33	909	1.19
	NOV	1448.03	461.00	3.14	506	1.10
	DEC	1194.63	391.00	3.06	423	1.08
2012	JAN	1495.90	442.00	3.38	441	1.00
	FEB	1131.44	372.00	3.04	314	0.84
	MAR	3488.61	1019.00	3.42	1065	1.05
	APR	6811.65	2000.00	3.41	2129	1.06
	MAY	9619.40	2835.00	3.39	3174	1.12
	JUN	8582.00	2621.00	3.27	3175	1.21
	JUL	8592.00	2435.00	3.53	3127	1.28
	AUG	6980.00	1908.00	3.66	2309	1.21
	SEP	3943.00	1056.00	3.73	1276	1.21
	OCT	2099.00	597.00	3.52	672	1.13
	NOV	955.8	290	3.30	296	1.02
	DEC	1266.2	373	3.39	385	1.03
2013	JAN	734	225	3.26	195	0.87
	FEB	831.5	235	3.54	215	0.91
	MAR	1696.2	494	3.43	490	0.99
	APR	5039	1430	3.52	1533	1.07

Raw call data showing call date/time, duration of call and operator initials can be found at the following web location (raw data may not match summary statistics shown above but is accurate and can be appropriately used to look at call distribution by weekday/weekend, time of day, etc.):
http://mrc.virginia.gov/FIP/FIP_calls_06-20-13.xlsx

9. No mail fulfillment – operators will verbally provide all registrants with their FIP#s at the conclusion of each registration. The FIP# is eleven characters. If the

caller provides a valid email address the registrant will also be emailed a confirmation email by the FIP online system.

10. Multiple registrations can be made on the same call; the MRC registration web site facilitates multiple registrations.
11. Toll free line and number will be provided by Contractor.
 - a. The per minute rate covers all costs for the service, including any phone charges associated with the caller calling in on a toll free number.
 - b. The Commission wants to continue to use the current FIP toll free number, 1-800-723-2728, and will work with the current contractor to transfer that specific number to the new contractor.
12. The contractor must include a convenient method to provide automated, secure online access for Commission personnel to obtain the recordings of all calls taken, as well as the following call statistics:
 - a. date and time of call
 - b. unique call ID
 - c. operator identity information
 - d. length of call in tenths of a minute
 - e. callers phone number
 - f. wait time for call to be answered by the operator (length of time in seconds between end of call introduction recording and the operator initiating the live call with the caller).
 - g. the status of the call so that abandoned and billable calls can be identified (any call not abandoned is considered billable).

Call recordings should be available to Commission personnel for at least one year after the call occurred. The online access mechanism provided by the contractor to allow Commission staff to listen to the call recordings should also provide a mechanism for Commission staff to save the audio recording as a WAV file or other standard audio format file.

13. On the toll free phone line, a short recorded screening message will be used to minimize unnecessary calls. The script is to be reviewed and approved, but should contain a clear, concise message covering the following information:
 - a. The FIP registration process is only for anglers fishing in VA tidal waters that are exempt from Virginia saltwater license requirements. The most common license exemptions for saltwater fishing in VA tidal waters include fishing from a licensed public fishing pier, a non-license holder fishing from a private boat with a VA or PRFC saltwater boat license, fishing from the angler's private property/pier, fishing in VA with a reciprocal MD saltwater license, or fishing if the angler is 65 or older; for all five of these license exemptions a license is not required, but a no-cost FIP registration is required before fishing. The free FIP registration is not

a substitute for a license when the angler is required by law to purchase and hold a saltwater license. A saltwater license must be purchased if the angler is 16 or older and younger than 65, and does not meet one of the license exemptions. If you buy, or plan to buy a license before fishing, you do not need to register in the FIP. If you meet the requirements to register please stay on the line.

- b. Please be prepared to write down your FIP#. You must be able to provide it to law enforcement if requested.
- c. Questions? Dial VMRC at: (757) 247-2200 between 8:15AM and 5:00PM, M-F.

A sample message can be found here:

http://www.mrc.virginia.gov/FIP/Call_center_intro_recording.mp3.

14. Services under this contract shall be billed in minutes of billable service on a calendar month basis.

Call time will not be billed when callers hang up during the recorded screening message, while on hold prior to an operator taking the call, or while listening to recorded introduction message.

Call time will be billed in at least 6 second intervals (tenths of a minute) and should not be rounded up to the next whole minute.

15. Operators will collect at minimum the following data via the VMRC Fisherman Identification Program website:

Answers to the following four questions:

- 1) Do you intend to fish in Virginia tidal waters? Yes or No
- 2) Do you plan to only fish on a licensed charter boat? Yes or No
- 3) Do you have, or are you required to have, a valid Virginia or Potomac River Fisheries Commission Saltwater Recreational Fishing License? Yes or No
- 4) Are you 16 years or older? Yes or No

- a. First Name*
- b. Middle Initial
- c. Last Name*
- d. Suffix
- e. Street Address*
- f. 2nd Address Line
- g. City*
- h. State/Province*
- i. Postal Code*

- j. Country*
- k. Phone*
- l. Gender*
- m. Birth Date (month, day, year)*
- n. E-mail (optional)
- o. Unique call ID associated with call*
- p. Type of license exemption registrant is fishing under*:
 - 1) non-license holder fishing from a licensed public fishing pier
 - 2) non-license holder fishing from a private boat with a VA or PRFC recreational saltwater fishing boat license
 - 3) non-license holder fishing from the angler's private property/pier
 - 4) non-VA/PRFC license holder fishing in VA with a reciprocal MD saltwater license
 - 5) non-license holder fishing if the angler is 65 or older
 - 6) a VA licensed commercial fisherman fishing recreationally

* fields marked with an asterisk are mandatory, and must be collected by the operator

The Commission reserves the right to add or remove data fields in its online registration system and will notify the contractor at least 10 days prior to such changes.

16. Once data is keyed into the online FIP site the operator clicks submit, reminds caller to hold until provided with their FIP#. The caller should be told to write down the number and be able to provide it to law enforcement if requested. Operator offers the caller an opportunity to register another individual. If no further registration is requested, thank the caller for their participation and conclude the call.
17. All registration data collected by the operator in Item 15 above should be considered confidential and should not be stored on contractor computers or shared in any manner. This does not include call recordings and associated call statistics data; this data may be stored on contractors computers but for no longer than one year after the call date, and when contracted services are terminated all call information stored on contractors computers should be removed within seven days of contract end (contractor to submit written notice to the Commission acknowledging deletion of call recordings and data removal).

B. Description of Data Verification, Error Rate Calculation, Payment Penalties:

1. On a calendar month basis, Commission staff will listen to one half a percent of recorded calls to monitor operator performance and keypunch error rates in caller registration data keyed by the contractor's operators. It is important to note that based on the first two years of the FIP call center services this equates in most months to less than 20 calls sampled; at this sample rate even a single error is

significant. The Commission has selected this sample rate to balance Commission staff time against the need to monitor and assure data quality.

A data record will be considered the registration data for a single registrant. Multiple records can be collected in a single call.

Critical errors are considered incorrectly keyed contact data for address data (Street Address, 2nd Address Line, City, State/Province, Postal Code) or phone number, or situations where the operator misinforms a caller by registering them for FIP when in fact a license was obviously required for the individual.

Minor errors are considered incorrectly keyed data in all remaining data fields outlined in Item III.A.15, or situations where the operator misinforms a caller by registering them for FIP when in fact they already have a license or are otherwise obviously not required to register in the FIP.

Any error in a single registrant record will cause the record to be in error. Error rates will be calculated on a per record basis for each individual calendar month of service and will have a payment penalty schedule as indicated below:

Minor errors:

\$50 will be deducted from monthly payment for each sampled record with a minor error

Critical errors:

\$500 will be deducted from monthly payment for each sampled record with a critical error

If critical errors exceed 5% of sampled records for two consecutive billing cycles the contract can be cancelled at the discretion of the Commission.

The intent of these payment penalties is to ensure data quality. In our experience errors are un-avoidable, but should be at an extremely low frequency which is highly dependent on the training of the operators in FIP requirements, as well as the professionalism of the operators in carefully and time efficiently verifying the callers spoken information and keying accurately into the online entry system.

2. As described in Section III. A. 4, address data keyed in the Commission web based FIP registration system to be used by the contractor's operators will utilize an automated USPO address validation routine. The percent of registrations that do not have USPO validated addresses should not exceed 10% per calendar month. In months where the 10% threshold is exceeded \$500 will be deducted from the monthly payment. If this 10% threshold is exceeded for two consecutive billing cycles the contract can be cancelled at the discretion of the Commission.

3. In months where the contractor fails to meet the performance criteria outlined in Item III.A.5 for call response wait times (average <90 seconds) or for call abandonment rates (less than 5%) \$500 will be deducted from the monthly payment. If these criteria are exceeded for two consecutive billing cycles the contract can be cancelled at the discretion of the Commission.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General Requirements:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the Marine Resources Commission. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lacking key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk

elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Marine Resources Commission. This provides an opportunity for the offeror to clarify or to elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The Marine Resources Commission will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that the Marine Resources Commission may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgements, if any, signed and filled out as required.
2. Offeror Data Sheet, included as Attachment A to RFP, and, if applicable, Subcontractor Data Sheet included as Attachment B to RFP.
3. A written narrative statement to include:
 - a. Experience of the staff and company with operator assisted call center services maintaining 24/7/365 coverage and associated keying of fisheries licensing or registration data at either a State or Federal level, or data of similar complexity and volume from other industries.
 - b. Price per “billable” minute consistent with Section III A. 14.
 - c. Names, qualifications, resumes, and number of staff to deal with keying the registration data and call center services with 24/7/365 coverage.
 - d. Description of call center sharing if it is proposed that operators will provide services to other businesses while providing this 24/7/365 service to the Commission as part of a shared call center.
 - e. Characteristics and flexibility of the computer and telephone systems that are used to provide call center services, record calls and associated call statistics, and provide automated access to call information as outlined in Section III A. 12., as well as the ability of the systems to ensure information security and minimal error rates to support 24/7/365 coverage desired.
 - f. Data entry hardware and software, computer backup and security procedures to maintain the 24/7/365 coverage desired.
 - g. Location of the facility and availability of contractor personnel to set up call center services initially and for discussion of possible call service problems during service period to support 24/7/365 coverage desired.
 - h. Ability to achieve and maintain low error rate in data keypunched, including specific information about training of operators for this work, the data keying process, and quality assurance techniques. Documented experience with similar data volumes and low error rates that support 24/7/365 coverage desired.

- i. Complete description of any subcontracting arrangements to be used and completion of Subcontractor Data Sheet (Attachment B).
- 4. Proposed Price. Indicate in the pricing schedule, Section X. of the RFP, if provided.
- 5. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. Complete Annex 7-G.
- 6. State Corporation Commission Form: Complete Annex 7-1, SCC Form.

V. **EVALUATION AND AWARD CRITERIA:** Proposals shall be evaluated by the Marine Resources Commission using the following criteria:

<u>A. Evaluation Criteria:</u>	<u>Percentage Value</u>
1. Resumes detailing staff experience with operator assisted call center services maintaining 24/7/365 coverage and associated keying of fisheries licensing or registration data at either a State or Federal level is preferred.	20%
2. Computer and telephone system hardware and software capabilities to support operator assisted call center services and associated keying of FIP registration data, to include flexibility of system to facilitate operator assisted registrations, minimize error rates described in Section III.B, and provide the necessary call statistics outlined in Section III.A.12 in a convenient manner to Commission personnel on a monthly basis that support the 24/7/365 coverage desired.	20%
3. Operator training methods, and other techniques employed by the contractor to assure data quality and timeliness of the individual registration calls that support the 24/7/365 coverage desired.	20%
4. Computer and telephone system redundancy, computer backup and security procedures, and physical security for recorded information and call statistics that support the 24/7/365 coverage desired.	10%
5. Price per billable call minute (see Section III.A.14).	10%
6. SWAM subcontracting plan.	<u>20%</u>
Total	100%

B. Price Formula: Example provided below.

Pricing Items	Price
Price per billable call minute for 24/7/365 coverage	
Alternate Coverage times	Price
Price per billable call minute for 4AM to 8PM coverage	
Price per billable call minute for 6AM to 6PM coverage	

Price Scoring (EXAMPLE ONLY)	Percentage Value
Price per billable call minute for 24/7/365 coverage	0-10%
Alternate Coverage times	Maximum points available
Price per billable call minute for 4AM to 8PM coverage	7 out of 10
Price per billable call minute for 6AM to 6PM coverage	3 out of 10

24/7/365 coverage is the preferred service with a percentage value of up to 10%. Next best, 4AM to 8PM coverage allows for a maximum of 7 out of 10 points to be given, and no less than 6AM to 6PM coverage allows for a maximum of 3 out of 10 points to be given.

C. Award: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor’s proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

A. In addition to the FIP registration data keyed during individual calls, the contractor shall provide call recording and call statistics as described in Section III A.12.

- B. The Contractor shall provide to the agency documentation that the contractor has utilized SWAM in accordance with its SWAM utilization plan. Documentation shall be provided annually, and on or before request for final payment.

VII. PREPROPOSAL CONFERENCE:

A mandatory preproposal conference will be held at 11:00 AM on July 9, 2013 at the 4th Floor Commission Meeting Room, Marine Resources Commission, 2600 Washington Avenue, Newport News, VA 23607. The purpose of this conference is to allow potential offerors an opportunity to present questions and to obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors 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 offerors who are represented at this preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 11:15 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

VIII. GENERAL TERMS AND CONDITIONS, NONPROFESSIONAL SERVICES:

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

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

C. **ANTI-DISCRIMINATION:** By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall

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

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

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

D. ETHICS IN PUBLIC CONTRACTING: By submitting their 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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods

and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia, § 2.2-4363*).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

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

K. PRECEDENCE OF TERMS: The following General Terms and Conditions *VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the 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 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 IT Infrastructure Partnership *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.
- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- S. INSURANCE:** By signing and submitting proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

- T. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (www.eva.virginia.gov) for a minimum of 10 days.
- U. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drugfree workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- V. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faithbased organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- W. eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic

Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

- X. 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.
- Y. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.
- Z. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**
A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section

IX. SPECIAL TERMS AND CONDITIONS:

1. **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.
2. **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.
3. **OFFER ACCEPTANCE PERIOD:** Any offer in response to this solicitation shall be valid for (90) days. At the end of the (90) days the offer may be withdrawn at the written request of the offeror. If the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
4. **OFFER PRICES:** Proposal price shall be in the form of a firm unit price per billable call minute, consistent with Section III. A. 14, and in accordance with entire Scope of Work in Section III., and placed on page 30 of the document.
5. **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. 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 30 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.

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

From: _____	<u>7/23/2013</u>	<u>2:00 p.m.</u>
Name of Offeror	Due Date	Time
_____	<u>PS13-01</u>	
Street or Box Number	RFP No.	
	Fisherman Identification Program	
_____	<u>(FIP) Call Center Services</u>	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer or Buyer: Brandy L. Battle

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

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

7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Commonwealth.
8. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not

exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

9. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments may be permitted for changes in the contractor's cost of materials not to exceed the increase in the following index/indices: Consumer Price Index. No price increases will be authorized for 30 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 30 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

10. **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.
11. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for three successive one year

periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

12. **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.
13. **WARRANTY (COMMERCIAL):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.
15. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**
The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
16. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in one purchase order with the eVA transaction fee specified below assessed for each order.
 - a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
 - b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

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

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

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

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

d. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:

(i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.

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

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

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalogmanager@dgs.virginia.gov.

17. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

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

Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- X. PRICING SCHEDULE:** The Offeror agrees to provide services in compliance with Section III, Scope of Work, and the terms and conditions of this Request for Proposal at the price(s) listed below:

Pricing Items	Price
Price per billable call minute for 24/7/365 coverage	
Alternate Coverage times	Price
Price per billable call minute for 4AM to 8PM coverage	
Price per billable call minute for 6AM to 6PM coverage	

- XI. METHOD OF PAYMENT:** Payment is to be determined by the number of billable call minutes on a calendar month basis. The contractor is expected to provide a bill indicating the total number of billable call minutes for the month. If the number of call minutes matches the total call minutes billed, payment will be made in accordance with the Virginia Prompt Payment Act, after verification that the data for the month has a 5% or lower error rate as described in Section III.B.1-3.

- XII. ATTACHMENTS.** Complete Attachment C, Contractor Data Sheet, Attachment D, Subcontractor Data Sheet, Annex 7-G Small Business Subcontracting Plan and Annex 7-1 State Corporation Commission Form.

**ATTACHMENT A TO RFP #PS13-01
CONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Offerors must have the capability and capacity in all respects to fully satisfy all the contractual agreements.

2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

**ATTACHMENT B TO RFP #PS13-01
SUBCONTRACTOR DATA SHEET
TO BE COMPLETED BY OFFEROR**

1. **QUALIFICATIONS OF OFFEROR:** Subcontractor must have the capability and capacity in all respects to fully satisfy all the contractual agreements.

2. **YEARS IN BUSINESS:** Indicates the length of time you have been in business providing this type of service.

_____ Years _____ Months

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date service was furnished and the name, address and phone number of the person the purchasing agency has your permission to contact.

<u>CLIENT</u>	<u>ADDRESS</u>	<u>DATE OF SERVICE</u>	<u>CONTACT & PHONE No.</u>

Annex 7-G

Small Business Subcontracting Plan

Definitions

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

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

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

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

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

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

Section A

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

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

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

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

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

Annex 7-I

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The offeror:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):