



REQUEST FOR BEST VALUE PROPOSALS (RFP)

Issue Date: October 15, 2008

RFP #: 852R0006

Title: Research into Youth Tobacco Use Prevention

Issuing Agency: Virginia Tobacco Settlement Foundation
701 E. Franklin St., Suite 501
Richmond, Virginia 23219

Initial Period of Contract: From July 1, 2009 through June 30, 2012.

Anticipated amount of awards: Up to \$600,000 per award for a 3-year budget cycle. Up to \$4 million total will be awarded for a three-year period for all awards.

Sealed Proposals Will Be Received Until **4:00 P.M., E.S.T., January 28, 2009**, by the Virginia Tobacco Settlement Foundation (VTSF). To be considered, all proposals must be received at one of the VTSF offices listed below on or before the date and hour stipulated, as determined by the official time clock in each respective VTSF office. Offerors are also required include an electronic copy of the proposal on a PC-friendly disk or CD labeled with the Offerors name, Principal Investigator's (PI) name and project title and to email the proposal as a back-up with the Offeror's and PI's names in the subject line to proposals@vtsf.org by 4:00pm, January 28, 2009. Offerors are urged to send emailed proposals prior to 4:00pm to avoid any delays due to busy servers or other internet failures.

All packages must be labeled as indicated in Special Terms & Conditions, Identification of Proposal Envelope and Electronic Copy. Offerors should pay particular attention to ensure that the proposal is properly addressed. **The VTSF is not responsible if the proposal does not reach the specific destination by the appointed time. Proposals received after the date and hour designated are automatically disqualified and will not be considered.** The official time used in the receipt of responses is that time on the clock in the office of the VTSF.

The response may be sent via US Mail to the address listed above as the "Issuing Agency", provided that it is submitted in adequate time to allow for delivery to the specific office location. Offerors are responsible for assuring timely receipt of the proposal at the specific office location and should make allowance for the possibility of an untoward event. The safest way to ensure the proposal is delivered on time, especially if it is submitted within the last seven (7) days prior to the due date, is to deliver it in person. The alternative is to use a commercial delivery service such as FEDEX or United Parcel Service, or the US Post Office's Express Mail.

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

All inquiries for information should be directed to Marge White at (804) 225-3637 or e-mail mwhite@vtsf.org.

One (1) original and four (4) copies of the Proposal along with an electronic version on a PC-friendly disk or CD must be submitted to one of the VTSF offices listed below:

Virginia Tobacco Settlement Foundation
701 E. Franklin St., 5th Floor
Richmond, Virginia 23219

OR

Virginia Tobacco Settlement Foundation
1700 Kraft Dr., Suite 2416
Blacksburg, Virginia 24060

COVER PAGE

In compliance with this Request for Best Value Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation. I certify that I have read and understand this Request for Proposals and am authorized to sign this proposal for the Offeror.

Date: _____

By:

Signature - Authorized Representative

Print Name

Title: _____
Of Above Authorized Representative

Principal Investigator Name & Phone Number: _____ _____

Name and Address of Firm or Organization:

Telephone: () _____

Fax: () _____

E-Mail: _____

FIN/FEI# _____

REQUIRED STATEMENTS

(Read and sign to indicate the organization's acceptance of these statements and include in the appendix)

1. The Offeror will participate fully in scheduled research coalition meetings (typically held annually) and one conference with other VTSF-funded research contractors.
2. The Offeror will adhere to full and complete adherence by the Contractor with the Virginia Human Research Act and any succeeding provisions as may be enacted by the Virginia General Assembly; the Offeror expressly acknowledges that the Virginia Human Research Act requires the contractor to establish a human research review committee to ensure competent, complete, and professional review of human research activities conducted by the Contractor, its agents, employees and subcontractors, of any type or description whatsoever; and the Offeror recognizes that the Virginia Human Research Act requires a complete disclosure of information between the Contractor, as researcher, and all human subjects, and that no research on any human subject will be conducted in any manner whatsoever unless a legally sufficient and written informed consent is first obtained by the Contractor from the human subjects or their legally authorized representatives.
3. The Offeror's primary mission, the primary mission of collaborating agencies, and/or the primary mission of other agencies funding a portion of the proposed program do not conflict with VTSF's mission.
4. The Offeror certifies the Investigators working on the project do not receive tobacco industry funding for research.
5. The Offeror certifies it will comply with Section 32.1-361 of the *Code of Virginia* that requires contractors to establish and maintain policies restricting or preventing tobacco use by minors. The Offeror expressly acknowledges that Virginia law requires the establishment and maintenance of such policies by each Contractor as a condition precedent to the release of payment of any money from the Virginia Tobacco Settlement Fund to such Contractor.
6. The Offeror certifies that by accepting VTSF grant funds, they are not supplanting funds already available for the research. Supplanting is defined by VTSF as replacing funds already available in an organization to implement a program with funding from another source.

Signature of Authorized Representative

Date

I. **PURPOSE:** The purpose of the Request for Best Value Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the purchase of collaborative research related to tobacco use prevention for youth by the Virginia Tobacco Settlement Foundation.

II. **BACKGROUND:**

In 1999, the Virginia General Assembly created the Virginia Tobacco Settlement Foundation (VTSF) to distribute monies from the Virginia Tobacco Settlement Fund for the purpose of restricting the use of tobacco products by minors through such means as educational and awareness programs on the health effects of tobacco use on minors, and enforcement of laws restricting the distribution of tobacco products to minors. The VTSF began a comprehensive movement to help prevent the youth of Virginia from using tobacco products. Its comprehensive plan includes funding local tobacco use prevention programs, a statewide multi-media marketing campaign, enforcement of the law prohibiting the sale of tobacco products to minors, and research to identify factors influencing youth tobacco use, addiction to nicotine and tobacco-related disease.

The VTSF research goals include building a statewide program of research on causes and prevention of youth tobacco use; funding collaborative projects to avoid duplication of efforts; funding multi-disciplinary and multi-institutional research in order to utilize the expertise and resources of the major research institutions in Virginia; promoting collaboration and research-sharing within the scientific community; generating new investigators' interest in tobacco prevention research; and using VTSF funding as base for attracting additional outside funding for youth tobacco research in Virginia.

The VTSF is highly committed to funding only collaborative research projects for several reasons: to best utilize the expertise and resources of research entities, to avoid the duplication of research conducted with VTSF funds and to establish a unique system that may result in the leveraging of research funds to gain additional funds from other research sponsors.

III. **STATEMENT OF NEEDS:**

The VTSF is seeking to fund research projects that will address one or more of the following : identifying components of youth culture/behavior in order to inform future marketing efforts, the etiology of youth smoking including the macro- and micro-environmental influences; psycho-social aspects of youth tobacco use; genetic predisposition to nicotine addiction and the subsequent development of tobacco-use-related disease; the factors that relate to the progression of experimentation with tobacco products to addiction by youth under the age of 18; empirical research on the types of interventions that work with various demographics of youth; research into tobacco use cessation specifically for youth; and/or the coordination of a networking/information dissemination structure to disseminate research findings and promote translation of research into practice.

Institutions in Virginia that are interested in conducting research into youth tobacco use prevention, addiction and cessation are encouraged to apply for funds. The VTSF will consider projects that demonstrate collaboration with at least two (2) other institutions. This collaboration can be demonstrated through a thorough description of how collaborating institutions will be identified and secured or with letters of support from institutions that have agreed to collaborate and/or serve as subcontractors for the proposal.

The VTSF requires that institutions which receive funds also participate in two-day meetings of a statewide coalition, typically held annually in Richmond, Virginia. The VTSF also requires institutions to participate in a two-day research conference that will occur once during the funding cycle, typically held in Richmond, Virginia. This will help promote and ensure collaboration and resource sharing between institutions as well as an integrated statewide effort on all research initiatives. Offerors should budget for travel to these events.

The VTSF requires full and complete adherence by the Offeror with the laws governing research with human subjects, Chapter 5.1 (§32.1-162.16 *et seq.*) of the *Code of Virginia*, hereafter referred to as the Virginia Human Research Act, and any succeeding provisions as may be enacted by the Virginia General Assembly.

IV. **REPORTING:**

Contractors will be required to submit annual progress reports to the VTSF staff and/or VTSF research committee or board on the progress and results of their research. Contractors will also be required to submit YTD financial reports with their invoices to the VTSF. Finally, Contractors will be encouraged to share information, methodologies and results at scientific exchanges hosted by VTSF or other entities.

V. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

A. **General Requirements**

1. **RFP Response:** In order to be considered for selection, Offerors must submit a full proposal of no more than fifty (50) pages, excluding appendices, double-spaced, 12 pt. type, 1-inch margins. One (1) original and four (4) copies of the proposal as well as an electronic copy on a PC-friendly disk or CD must be submitted to one of the VTSF offices designated on the first page of this RFP.

Late proposals will not be accepted.

2. **Proposal Preparation:**

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested shall result in the VTSF requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. 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, clear description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Each copy of the proposal must be bound with a single binder clip in the upper left hand corner, without excessive bindings or notebooks. Please limit appendices to letters of support, requested supporting documents, and staff CV/biosketches. VTSF does not guarantee that any additional materials included will be considered in the review process.
- c. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. The proposal must contain a table of contents. 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 attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk a lowered evaluation of the proposal if the evaluators are unable to locate where the RFP requirements are specifically addressed.
- d. Ownership of all data, materials, and documentation originating and prepared for the VTSF pursuant to the RFP shall belong exclusively to the VTSF 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 protection of Section 2.2-4342 (F) of the *Code of Virginia*, in writing, either before or at the time the data 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 secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return 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 VTSE. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. **Specific Requirements:** Proposals should be as thorough and detailed as possible so that the VTSE may properly evaluate capabilities to provide the required services. Offerors are required to submit a written proposal statement including:

1. The return of the RFP Cover Sheet, Statements of Understanding and addenda, if any, signed and completed as required.
2. A written narrative that includes the following:
 - a. A workplan with a listing of the specific aims, background and significance, proposal outline, specific methods, responsible staff, and timeline to complete the project.
 - b. A description of the structure of your organization, a detailed description of your Principal Investigator's experience in conducting research that is pertaining to or similar to the area of research this is being proposed, and qualifications of other staff that will be involved in the research. Include a Curriculum Vitae (CV) or Biosketch of current staff to be involved in the research project in the appendix. Provide a description of where the research project will reside in the institution's organizational structure.
 - c. A description of the population with whom you intend to conduct research. Describe methods that will be used to enlist their participation.
 - d. A description of how the Offeror will evaluate the progress of the project as well as outcomes of the research.
 - e. A description of plans for collaboration with at least two (2) other entities. Describe the role of each collaborating partner and the resources and expertise each will bring. Describe the relationship, whether it is advisory or a subcontracting relationship, and the methods that will be used for reporting between entities. The description does not have to include specific names of partners, however, if it does not, the plan for collaboration must outline how you will identify and enlist others as collaborating partners. It should also include a clear description of the resources/expertise that will be sought. If collaborating partners have been identified, the Offeror should include letters of support in the appendix.
 - f. Proposed price or budget information. The budget should be detailed and include a narrative description for each line item being requested. Additionally, list any anticipated in-kind donations your institution or collaborating institutions will provide. The budget information and narrative must be included in the appendix (and is not included in the 50 page narrative). Offerors should include travel costs to required meetings. A salary amount for any investigator working on the project may not exceed \$191,300. Indirect costs are limited to 10% of personnel costs. Additionally, costs to attend professional conferences shall be limited to \$2,000 per year.

3. Required Statements (Must be included in the appendix):
 - a. A Required Statements form is included on page two (2) in this RFP and must be submitted in the appendix of the proposal.

VI. EVALUATION AND AWARD CRITERIA:

- A. Evaluation Criteria: Proposals will be evaluated by VTTSF using the following adjectival rating method:

Acceptable:

Offeror's proposal demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses, however strengths outweigh the weaknesses.

Marginal:

Offeror's proposal demonstrates a fair understanding of the goals and objectives of the procurement. Weaknesses have been found that out balance any strengths that exists. Weaknesses will be difficult to correct.

Unacceptable:

Offeror's proposal fails to meet an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses that will be very difficult to correct or are not correctable.

The following areas of the proposal will be evaluated by reviewers for completeness, clarity and understanding:

1. Experience of organization and Principal Investigator in developing/conducting/evaluating scientific research.
 - a. Experience of Principal Investigator
 - b. Experience of institution in developing/conducting research in areas similar to those proposed
 - c. Experience in providing summary reports of research data.
2. Structure of organization
 - a. Description of organizational structure
 - b. Description of integration of research project into organizational structure
 - c. Description of positions/qualifications of staff
3. Description of the participants in research and methods to insure participation in project.
 - a. Provide evidence of ability to enlist participation in project
 - b. Clear identification and justification of the types of individuals selected for participation in research
4. Proposed Workplan
 - a. Specific aims
 - b. Background and significance
 - c. Proposal outline
 - d. Specific methods
 - e. Description of overall evaluation plan.
5. Collaboration
 - a. Evidence of plans for collaboration with other institutions
 - b. Description of roles of collaborating institutions
 - c. Description of how institutions will be enlisted and/or letters of support

6. Proposed budget
 - a. Reasonable budget amounts listed by line item
 - b. Adequate narrative justification of proposed budget

7. Required Statements

- B. Award Criteria: Selection will be made of Offerors deemed to be fully qualified and best suited among those submitting proposals on the following: the adjectival ratings from the reviewers' individual evaluation, the group consensus rating at the team review, the Best Value requirements and the amount of funding available. Negotiations will be conducted with the Offerors so selected. Price will be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency will select the Offeror(s) that, in its opinion, has made the best proposal(s), and will award the contract(s) to those Offeror(s). The VTSF may cancel this Request for Best Value Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (See Section, 2.2-4359 D of the *Code of Virginia*.) Awards are contingent on availability of funds through the Master Settlement Agreement and/or appropriations made by the General Assembly, and/or as budgeted and approved by the VTSF Board of Trustees at its sole discretion.

VII. GENERAL TERMS AND CONDITIONS

- A. VPPA: This solicitation is subject to the provisions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 through 2.2-4377, *Code of Virginia*, as amended.
- 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 applicable federal, state and local laws and regulations.
- C. ANTI-DISCRIMINATION: By submitting and signing this proposal, the Offeror certifies 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 Section 2.2-4311 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 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 laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

- D. ETHICS IN PUBLIC CONTRACTING: By submitting their bids or proposals, Bidders or Offerors certify that their bids or proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder/Offeror, supplier, manufacturer or subcontractor in connection with their bid or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their bids or proposals, the Bidders or 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 bids or proposals, Bidders or Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for 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 VTSF all rights, title and interest in and to all causes of the 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 VTSF under said contract.
- H. MANDATORY TERMS AND CONDITIONS: Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the VTSF 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 Bidder or Offeror has questions about the specifications or other solicitations documents, the prospective Bidder or 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 shall be submitted by the Contractor directly to the central VTSF office.
 - 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.

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 for 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 BIDDERS OR OFFERORS: The VTFSF may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and the Bidder or Offeror shall furnish to the VTFSF all such information and data for this purpose as may be requested. The VTFSF reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The VTFSF further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the VTFSF that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- M. TESTING AND INSPECTION: The VTFSF reserves the right to conduct any test/inspection it may deem advisable to assure that supplies and/or services conform to the specification.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the VTFSF.

- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. 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 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 VTSF with all vouchers and records of expenses incurred and savings realized. The VTSF 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 VTSF within thirty (30) days from receipt of the written order from the VTSF. 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 provision of the VPPA. 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 VTSF or with the performance of the contract generally.
 2. 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.
- P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the VTSF, 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 VTSF may have.
- R. INSURANCE: By signing and submitting this proposal the Offeror certifies that the Offeror and any/all subcontractors have at the time the contract is awarded and will maintain throughout the period of the contract the following insurance coverage and limits required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 combined single limit. Commercial General

Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

4. Automobile Liability - \$500,000.
- S. **DRUG FREE WORKPLACE:** By signing and submitting a proposal the Offeror 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.
- T. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the VTSF will publicly post such notice at the VTSF's public bulletin board located at the 701 E. Franklin St., 5th Floor, for a minimum of 10 days. The announcement may be viewed during the hours of 8:30 AM to 5:00 PM. In addition, the announcement of the decision to award contracts will be made on the VTSF website, www.vtsf.org.
- 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 receive the goods, services or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of this objection, access to equivalent goods, services, or disbursements from an alternative provider.

VIII. SPECIAL TERMS AND CONDITIONS:

- A. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the VTSF shall be bound hereunder only to the extent of the funds available as determined by the VTSF Board of Trustees at its sole discretion.
- B. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the VTSF or 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. **CANCELLATION OF CONTRACT:** The VTSF reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **INDEPENDENT CONTRACTOR:** When providing the services specified under this contract the Contractor shall not be deemed an "employee" or "agent" of the VTSF. The Contractor shall act as an independent Contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar

requirements, which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of the VTSF.

E. **INDEMNIFICATION:** Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia and the VTSF, 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 the materials, goods, or equipment furnished 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. This provision shall not apply to the Commonwealth, its agencies, instrumentalities and political subdivisions.

F. **RENEWAL OF CONTRACT:** This contract may not be renewed.

G. **IDENTIFICATION OF PROPOSAL ENVELOPE AND ELECTRONIC COPY:** 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: _____

_____	_____	_____
Name of Vendor	Due Date	Time

_____	_____	
Street or Box Number	City, State, Zip Code	

_____	_____	
RFP Title	RFP Number	

An electronic copy on PC-friendly disk or CD should be labeled with the Offeror's name, Principal Investigator's name and project title.

The envelope containing the proposal and electronic copy 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.

H. **SUBCONTRACTS:** No portion of the work other than work submitted as part of the proposal and approved by VTSF 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 to the contract.

IX. METHOD OF PAYMENT:

Compensation will be issued on a cost-reimbursement basis and shall not exceed \$600,000 during the term of the contract. The Contractor shall invoice the VTSF on a monthly basis with supporting documentation. Billing shall be due no later than 30 days following the end of each month. Invoices shall cite the contract number assigned to the contract and be submitted to the central VTSF office.

Failure of the Contractor to submit invoice(s) within the prescribed time frame may forfeit the Contractor's right to payment from the VTSF.