

APPALACHIAN JUVENILE COMMISSION
Request for Proposals



RFP Number: AJC01-05-2025

Title: Juvenile Shelter Care Study

Issue Date: May 1st, 2025

Proposals Due No Later Than: June 2nd, 2025 at **4:00 P.M.**

Location for Receipt of Proposals: Appalachian Juvenile Commission
PO BOX 16248
Bristol, VA 24209

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Trey Murray, Executive Director at (276) 466-7800, or by email to tmurray@hjdcc.org. **Inquiries must be received no later than June 2nd, 2025 at 4:00 p.m. in order to be considered.** Contact initiated by an offeror concerning this solicitation with any other representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the offeror from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
 - the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, *et. seq.* of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying proposal is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, *et. seq.* of the *Code of Virginia*). Specifically, without limitation, no AJC employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying proposal is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, *et. seq.* of the *Code of Virginia*), and any other applicable law as set forth therein.
-

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Please refer to Clause 6 of the General Terms and Conditions:

Minority-Owned Business: ☐ Yes ☐ No **Virginia Business:** ☐ Yes ☐ No

Women-Owned Business: ☐ Yes ☐ No **Small Business:** ☐ Yes ☐ No

Service-Disabled Veteran-Owned Business ☐ Yes ☐ No

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I. Introduction

The Appalachian Juvenile Commission (AJC) is seeking proposals from qualified consultants or firms to conduct a comprehensive needs assessment and planning study for the establishment of a Youth Shelter serving all member jurisdictions. The goal of this project is to evaluate the need for a youth shelter, identify service gaps, and develop a strategic plan to guide the development and implementation of the shelter.

II. PURPOSE

The purpose of this Request for Proposals (RFP) is to acquire consultant services to fully analyze and describe current conditions, forecast future needs and ultimately develop a Juvenile Needs Assessment and Planning Study for the APPALACHIAN JUVENILE COMMISSION (AJC). It is the AJC's intent to award a contract to a single Contractor. However, the AJC reserves the right to award the contracts to multiple firms.

Summary of the Scope of Work

The selected consultant or firm will be responsible for delivering the following:

Needs Assessment

- **Data Collection:** Gather quantitative and qualitative data on youth homelessness, housing instability, and related challenges in all AJC member jurisdictions.
- **Stakeholder Engagement:** Conduct interviews, focus groups, and/or surveys with key stakeholders, including youth, families, service providers, law enforcement, schools, and community organizations.
- **Service Gap Analysis:** Identify existing resources, gaps in services, and barriers to accessing support for youth in crisis.
- **Demographic Analysis:** Assess the population of at-risk youth, including age, gender, ethnicity, and specific needs (e.g., mental health, substance use, LGBTQ+ considerations).

Planning Study

- **Facility Requirements:** Recommend the size, location, and design considerations for the Youth Shelter based on the needs assessment findings.
- **Service Model:** Propose a service delivery model, including shelter operations, case management, counseling, education, and reintegration support.
- **Budget Estimates:** Provide preliminary cost estimates for shelter development, staffing, and ongoing operations.

- **Funding Strategies:** Identify potential funding sources, including federal, state, and private grants, as well as partnerships.
- **Implementation Plan:** Develop a phased timeline for shelter planning, construction, and launch, including key milestones and deliverables.

Deliverables

- **A comprehensive report** detailing the needs assessment findings, including data, stakeholder input, and gap analysis.
- **A strategic plan** for the Youth Shelter, including facility recommendations, service model, budget, funding strategies, and implementation timeline.
- **An executive summary** for presentation to the AJC Board and member jurisdictions.
- **A Presentation of findings** and recommendations to AJC stakeholders at a designated meeting.

III. BACKGROUND

The Appalachian Juvenile Commission represents a collaborative effort among eleven jurisdictions in the far Southwestern region of Virginia, dedicated to addressing the needs of at-risk youth and promoting juvenile justice reform. The AJC owns and operates the Highlands Juvenile Detention Center, which has 35 certified beds, and manages a Detention Alternatives Program that provides Outreach Detention, Electronic Monitoring, Truancy Services, and operates a Juvenile Drug Recovery Court. Recent data and community feedback indicate a growing need for safe, accessible shelter services for youth experiencing homelessness, family conflict, or other crises. The proposed Youth Shelter aims to provide temporary housing, support services, and pathways to stability for youth aged 11-17 across all member jurisdictions.

IV. SCOPE OF WORK/SPECIFICATIONS

The consultant should be aware of and familiar with all of Virginia regulatory requirements. Virginia's twenty-four juvenile detention centers are licensed by Department of Juvenile Justice (DJJ) and must comply with 6VAC35-101 "Regulation Governing Juvenile Secure Detention Centers", which governs all aspects of operations and has over 350 specific requirements.

- <https://www.djj.virginia.gov/documents/policy/certification/Compliance%20Manual%20Juvenile%20Detention%20Centers%202014.pdf>. Specific attention

should be paid to “Part III Physical Environment” which begins on page 53.

In addition, all juvenile detention centers must comply with the Department of Justice’s Prison Rape Elimination Act (PREA) Juvenile Facility

- <https://www.prearesourcecenter.org/sites/default/files/content/preafinalstandards-type-juveniles.pdf>. Specific attention should be paid to 115.313 and 115.318, pages 10 and 14 respectively.

A. Offerors should provide professional consultant management assessments and administration services as the AJC representative relative, but not limited, to the following:

1. Past experience and ability to gather and analyze information with the end result being a detailed Needs Analysis report.
 - a. Drafts will be required throughout the process and subject to AJC edits.
2. Conduct a Needs Assessment (in accordance with the guidelines set forth by DJJ) to determine the future capacity for juvenile shelter care facility needs for the 11 localities in the AJC service area including the **Counties of Lee, Scott, Wise, Buchanan, Dickenson, Tazewell, Russell, Smyth, Washington, and the Cities of Norton and Bristol, VA.** The Needs Assessment shall include the collection and analysis of the following data:
 - a. Juvenile Crime Trends and Forecast*
 - b. County Data form all 11 localities in the AJC service area
 - c. 28th, 29th and 30th District Juvenile and Domestic Relations Court Services Unit Data – (i.e., intakes, caseloads)
 - d. Facility Data (i.e., historic Average Daily Population, admissions, length of stay)
 - e. County Demographics (forecast of school-age population)
3. Research best practice models and emerging trends regarding the secure housing of juvenile offenders with respect to the following:
 - a. Providing trauma-informed and trauma-responsive environments. Trauma informed design acknowledges and assumes that individuals being served at this facility are more likely than not to have a history of trauma in their lives, and to provide an environment that reduces the possibility of exacerbating trauma-related symptoms. To contribute to the success of juvenile outcomes while at the Shelter Care facility should be designed with attention paid details such as providing connections to nature, natural light, and views to the outdoors,

providing appropriate opportunities for social engagement, and selecting color palettes that are calming.

- b. Secure sleeping rooms for residents that are less cell-like and more conducive to supporting longer-term treatment goals.
 - c. Sufficient and appropriate space for individual and group therapy sessions, educational space (including post-graduate and vocational training considerations), administrative space for specialized positions (program case managers, mental health clinicians), and recreational space, including secure outdoor areas.
4. Assess the current Highlands Juvenile Detention Center facility condition and its ability to meet future needs as determined by Needs Assessment and best practice models/trends specified above.
 5. Provision of a comparative financial and service delivery analysis of the 2 proposed options: Renovate current facility or Build New
 - a. Conduct survey of stakeholders on needs, service gaps (Judges, Court Services Unit, Mental Health Support Services, Department of Social Services, and Department of Juvenile Justice)
 - b. For example, is there a need for a less secure short-term crisis stabilization unit (mental health, human trafficking)?
 - c. Consideration of full array of community-based services and programs/VJCCCA biennial plan
 6. Recommendations regarding issues/trends/topics relevant to this scope, but not specifically addressed in this RFP.
 7. Provide recommendations and deliver a full report for consideration by the AJC.

B. Performance Schedule

The Contractor should perform work in accordance with a performance schedule negotiated at the time of project assignment. The Contractor should assign the work to an individual employee qualified to complete the work according to the performance schedule. This designated employee should work continuously on the project(s) until final reports are accepted by AJC. Hourly fees should include all expenses for performing the services, including professional fees and reimbursable expenses.

C. Location of Work

It is anticipated that the majority of work will be conducted off-site, analyzing data and preparing the report. However, a thorough walk-through of the

facility, including follow up site visits will be necessary to perform a comprehensive facility conditions assessment. The chosen vendor will work with the Executive Director and/or Chief Deputy Director to schedule needed visits.

D. Time of Performance

All services performed and any reports prepared for assignments under the resulting contract should be undertaken and completed promptly pursuant to a schedule negotiated between the AJC and the Contractor at the time of assignment. At the time of contract expiration or termination, Contractor shall complete, at the discretion of AJC, any assignment undertaken, but not yet completed.

E. Changes in Performance Schedule

AJC may make changes in the work for a specific project. If any such change increases or decreases the time required to perform the work, the performance schedule will be adjusted accordingly. The Contractor should not be entitled to fee adjustments for changes in the work that, in the opinion of AJC, do not result in an increase in Contractor's cost for performing the work. The Contractor should not make changes in the scope of work for a project without the express written authorization of the AJC.

F. Additional Requirements

1. Contractor shall comply with all applicable regulations, laws, ordinances and requirements of all applicable governmental agencies and authorities.
2. Contractor should provide a method to share and publish documents/reports.
3. Contractor should provide internet services as necessary to complete project updates.
4. Should include a schedule indicating the length of time necessary to complete the evaluations and submit reports/documentation for review.

G. Demonstration of Experience

Offerors should demonstrate their experience in the following areas as a part of their proposal.

V. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original hard copy, (1) electronic copy on USB Drive,

one (1) redacted hard copy, and one (1) redacted electronic copy on USB (if invoking § 2.2- 4342F and providing Attachment D), marked **AJC01-05-2025** will be received until, but no later than the date and time specified on the cover sheet, at:

Appalachian Juvenile Commission
c/o Trey Murray
P.O. Box 16248
Bristol, Virginia 24209

NOTE: The electronic copy of the proposal on the USB drive should be an exact match of the paper copy, including signatures on all required forms, pamphlets, charts, promotional material, etc. There should be no deviation between the hard copy and the electronic copy.

2. Should the offeror decide to utilize an express delivery service or hand deliver, it can be delivered to the Highlands Juvenile Detention Center at 1080 Transit Way
Bristol VA 24201.
3. Mark the outside of the envelope with **RFP# AJC01-05-2025** and proposal subject, Juvenile Shelter Care Study.
4. It is the sole responsibility of the offerors for ensuring that their proposals are delivered before the deadline indicated in Paragraph A of these instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the AJC from requesting additional information at any time during the procurement process.
5. In the event that if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify the Procurement Department at (804) 748-1617, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.

8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or email.

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal in accordance with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the AJC.
3. The AJC encourages proposals that provide innovative alternatives to addressing the AJC's existing needs as described in the solicitation. 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. **The AJC is under no obligation to consider or negotiate information or documentation that is submitted not in compliance with the requirements herein or that is submitted by an offeror after the deadline for submission of the proposal identified in Section IV(A)(1) above. Notwithstanding the preceding sentence, the AJC may, in its sole discretion, consider and/or negotiate such submissions.**
4. Detailed Submittal Format
 - a. Introduction letter signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
 - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and email address.
 - c. A detailed description of the services to be provided which addresses

each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services.

- d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting the AJC's needs, including experience administering similar contracts for governmental entities. The response should address firm's size, structure, and number of years in business.
- e. Key Individuals – The offeror should provide a list of key individuals to be assigned to the AJC's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. The AJC reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of the AJC.
- g. Cost of each good/service listed in the Pricing Schedule.

- C. **Pre-Proposal Meetings (Non-Mandatory): Any potential Contractor may schedule a non-mandatory proposal meeting to tour the property and existing facility at 1080 Transit Way, Bristol VA 24201 from 10:00 am – 2:00 pm Mondays through Thursdays prior to the RFP submission deadline of June 2, 2025. To schedule a meeting, contact Chief Deputy Director Jeremy Hurley at 276-466-7800 or via email at jhurley@hjdcc.org. A Pre-Proposal Meeting is encouraged; however, it is not mandatory in order for your proposal to be considered for award.**

VI. **TERMS AND CONDITIONS**

NOTE: Certain terms and conditions may not be applicable based on the method of procurement.

A. **GENERAL TERMS AND CONDITIONS**

1. **Addenda:** Any changes or supplemental instructions to a solicitation shall be in the form of written addenda. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid/proposal. All addenda issued shall become part of the

solicitation and all resulting contract documents.

2. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the AJC's fiscal year, are subject to approval and ratification by the AJC and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
3. **Assignment of Contract:** The AJC and Contractor bind themselves, and any successors, and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the AJC. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AJC, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AJC and Contractor.
4. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the AJC and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without limitation, those allocations as they may apply to costs associated with the contract. The AJC shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the AJC to the Contractor pursuant to this contract. The AJC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this paragraph.
5. **Change Orders:** Change orders must be approved by the AJC prior to work being performed.
6. **Commitment to Diversity and Opportunity:**
 - a. The AJC is committed to increasing the opportunities for participation of minority-owned businesses, service-disabled veteran-owned

businesses, small businesses, women-owned businesses, and businesses located in Southwest Virginia to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the AJC strongly encourages each Contractor and/or supplier with which the AJC contracts to actively solicit minority-owned businesses, service-disabled veteran-owned businesses, small businesses, women-owned businesses, and businesses located in Southwest Virginia as subcontractors/suppliers for their projects.

b. Definitions:

- i. **Minority-Owned Business (MOB)** – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, 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 who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (Code of Virginia Section 2.2-4310, as amended)
- ii. **Service-Disabled Veteran-Owned Business (SDVOB)** – a business that is at least 51% owned by one or more service-disabled veterans 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 individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans. (Code of Virginia Section 2.2-4310, as amended)
- iii. **Small Business (SB)** – a business independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business. (Code of Virginia Section 2.2-4310, as amended)
- iv. **Women-Owned Business (WOB)** – a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, 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 U.S.

citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (Code of Virginia Section 2.2-4310, as amended)

- c. This provision only applies to contracts valued in excess of \$10,000.

If the contractor intends to subcontract work as part of its performance under this contract, the contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses. (Code of Virginia Section 2.2-4310, as amended)

7. **Contract Execution:** Though the term “AJC” is defined herein to include distinct entities, the contract shall be entered into by, and in the name of, the specific entity receiving the benefit of the goods and services.
8. **Contractor Background Checks:** In order to preserve the integrity and security of AJC operations, contract workers may be required to undergo a criminal background check conducted by the AJC. The AJC will conduct these checks for any worker it believes will have unsupervised access to AJC designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for the AJC.
9. **Contractor’s Authorization to Transact Business:** In accordance with Code of Virginia Section 2.2-4311.2, as amended, any bidder/offeror 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 or as otherwise required by law. Any bidder/offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/proposal the identification number issued to it by the State Corporation Commission. Any bidder/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 of the Code of Virginia, or as otherwise required law, shall include in its bid/proposal a statement describing why the bidder/offeror is not required to be so authorized. This information shall be provided in the attachment included in the solicitation titled “Virginia State Corporation Commission (SCC) Registration Information”. Failure to provide the required information may result in the rejection of the bid/proposal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the

Code of Virginia, to be revoked or cancelled at any time during the term of any contract. The AJC may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section.

10. **Copyrights or Patent Rights:** The bidder/offeror certifies by submission of a bid/proposal that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the product or services shipped or ordered as a result of any solicitation. The Contractor shall, at their own expense, defend any and all actions or suits charging such infringement, and will hold the AJC, its officers, employees, and agents harmless from any and all liability, loss or expense incurred by any such violation, or alleged violation.
11. **Default:** In case of failure to deliver the goods or services in accordance with the contract terms and conditions, the AJC may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the AJC for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the AJC may have.
12. **Drug Free Workplace:** (*Code of Virginia* Section 2.2-4312, as amended) This provision only applies to contracts valued in excess of \$10,000.
 - a. During the performance of this contract, the Contractor agrees to
 - i. provide a drug-free workplace for the Contractor's employees.
 - ii. post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - iii. state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and
 - iv. include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 - b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees

of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. Employment Discrimination: (*Code of Virginia* Section 2.2-4311, as amended) This provision only applies to contracts valued in excess of \$10,000.

- a. During the performance of this contract, the Contractor agrees as follows:
 - i. 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.
 - ii. 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.
 - iii. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor shall include the provisions of the foregoing paragraphs i, ii, and iii in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

14. Environmental Health & Safety (EHS):

- a. The Contractor shall follow all federal, state and local environmental and safety laws and regulations. The Contractor shall work to manage and control those activities that may cause environmental impact or present a safety hazard. Proposal pricing shall include all costs associated with controls, permits and training to ensure regulatory compliance and to protect human health and the environment.
- b. The Contractor, its employees and Subcontractors shall comply with all current applicable local, state and federal policies, regulations and standards relating to occupational health and safety, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health (VOSH) Compliance Program administered by the Virginia Department of Labor and Industry. The

provisions of all rules and regulations governing safety as adopted by the Safety and health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the contract. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.

- B. **The Contractor shall provide a supervisor for each job site who is competent, qualified, and authorized on the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and shall be capable of ensuring compliance with all applicable safety and health regulations and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's or Subcontractor's employees from the work site.**
- a. The Contractor may be required to provide to the AJC a copy of the Contractor's policies or manuals related to Environmental, Health & Safety compliance, and/or copies of training records for Contractor or Subcontractor employees.
 - b. If the AJC provides written or verbal notice to the Contractor that any of their activities have been determined to be hazardous and need to be stopped, the Contractor shall immediately discontinue those activities until notified by the AJC that he may resume activities.
 - c. If requested by the AJC, the Contractor shall provide a written health and safety plan for the project prior to proceeding with work.
2. **Payables:** Payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. Please contact the Accounting Department at (276) 466-7807 with questions.
 3. **Faith-Based Organizations:** (*Code of Virginia* Section 2.2-4343.1, as amended) The AJC does not discriminate against faith-based organizations.
 4. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the AJC.
 5. **Force Majeure:** Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from

causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

6. **Form of Agreement:** It is the AJC's intent to utilize the Service Agreement included in ATTACHMENT C to execute the final agreement between the AJC and the Contractor. Except where otherwise prohibited by law, the Offeror shall note in the proposal response any exceptions to the terms and conditions of the RFP or the Service Agreement.
7. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia.
8. **Indemnification:** The Contractor shall hold harmless and indemnify the AJC and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions. As a matter of law, the AJC is prohibited from indemnifying the Contractor, subcontractors, or any third-party beneficiaries of the contract(s).
9. **Invoices:** Invoices for goods and services ordered and delivered shall be submitted by the Contractor to the remittance address shown on the purchase order. All invoices shall show the purchase order number, description of the goods and services, stock number and contract price as applicable. The AJC's obligation to pay amounts due under the contract shall be contingent upon receipt of invoices in sufficient detail to permit identification of the goods and services.
10. **Mistakes in Bids (not applicable to competitive negotiation):**
 - a. Mistakes discovered following bid opening but prior to award:
 - i. If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the

submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.

- ii. Prices shall be stated in units of quantity and/or work as specified in the Pricing Schedule. In the event of a discrepancy in calculating price extensions (an error in the multiplication of units of quantity and/or work and the unit price), the unit price shall govern, and the discrepancy will be resolved in favor of the correct multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum of the column will be resolved in favor of the correct sum total. The AJC reserves the right to audit price extensions and/or totals and may use corrected price extensions and/or totals after such audit to determine the apparent low bidder. The AJC is not responsible for a bidder's clerical or mathematical errors. The AJC further reserves the right to reject any bid in whole or in part, delete items before making an award, or waive any informality, in accordance with the Virginia Public Procurement Act.

- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

11. Modification of the Contract: The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the AJC given in the same manner and form as the original signing of the contract.

12. Negotiation (not applicable to competitive negotiation): If the bid from the lowest responsible bidder exceeds available funds, the AJC may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the Executive Director, or their designee, with assistance from the user department or specific entity.

13. Payment: If the Contractor performs all of the obligations of the contract to the satisfaction of the AJC, the AJC shall pay the Contractor for the

performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Code of Virginia Sections 2.2-4352 and 2.2-4354, as amended. Furthermore, the Contractor shall, within seven days after receipt of payment by the AJC, take the following actions:

- a. Pay the subcontractor for the proportionate share of the total payment received from the AJC attributable to the work performed by the subcontractor under that contract; or
- b. Notify the AJC and subcontractor, in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

14. Payment Card Industry Data Security Standards: If (a) contractor stores, processes, or transmits cardholder data or engages in credit card processing, or (b) the goods or services provided by contractor involve credit card processing or the storage, processing, or transmission of cardholder data, then contractor shall comply with the Payment Card Industry Data Security Standards established by the PCI Security Standards Council, available at https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security.

These standards ensure the protection of payment account data throughout the payment lifecycle, including credit card and debit card numbers, access codes, and other cardholder data and sensitive authentication data.

15. Precedence of Terms: All Special Conditions contained in a solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

16. Preferences (not applicable to competitive negotiations):

- a. In accordance with Code of Virginia Section 2.2-4324(B), as amended, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute

preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the AJC will rely upon the accuracy of the information posted on this website. In accordance with Code of Virginia Section 2.2-4324(D), as amended, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

- b. In accordance with Code of Virginia Section 2.2-4328, as amended, in the case of a tie bid, the AJC may give preference to goods, services, and construction produced in the AJC coverage area or provided by persons, firms or corporations having principal places of business in said area. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to Code of Virginia Section 2.2-4324, as amended, or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

17. Proprietary Information: Code of Virginia Section 2.2-4342(F), as amended, states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the bids/proposals will be subject to disclosure pursuant to applicable law.

18. Quality Expectation Statement: The AJC fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, goods and services. In the spirit of the AJC's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide goods and services with a target of "zero defects - zero rework".

19. References: If requested, the bidder/offeror shall provide references which substantiate past work performance and experience in the type of work required for the contract. The AJC may contact all references furnished by bidders/offerors. The right is further reserved by the AJC to contact references other than, and/or in addition to, those furnished by the bidder/offeror.

20. Safety:

- a. The Contractor shall provide a supervisor at each job site who is competent, qualified, has authority over the worksite, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public and shall be capable of ensuring compliance with all applicable safety and health regulations and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's employees from the work site. This supervisor shall be accessible by the AJC, the Executive Director and or their designee.

21. Security Breach: "Security Breach" means a security-relevant event in which the security of a system or procedure used to create, obtain, transmit, maintain, use, process, store or dispose of data is breached, and in which AJC data is exposed to unauthorized disclosure, access, alteration, or use. Upon becoming aware of a security breach or a suspected security breach, Contractor agrees to promptly (but no later than 48 hours after becoming aware of a breach or suspected breach) notify the AJC; fully investigate the event; and cooperate fully with the AJC's investigation of and response to the event. Except as otherwise provided by law, Contractor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the AJC.

22. Sensitive Information Handling: Any information in the possession of the AJC, which is specific to an employee, student, citizen, AJC business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from AJC facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the AJC facility. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the AJC's Executive Director, if any, and the specific entity's information systems technology department manager or director. In the event that the specific

entity entering into the contract does not have an information systems technology department, then the consent must be obtained from the Executive Director, or their designee. Any access to AJC information by contract workers from outside the AJC intranet shall be in accordance with existing technology security policies and procedures as required by the executed contract. Contract worker network connected computer equipment will be subject to all applicable AJC policies and procedures. Any exception to the application of these policies shall require approval by the specific entity's information systems technology department manager or director. In the event that the specific entity entering into the contract does not have an information systems technology department, then the approval must be obtained from the Executive Director, or their designee.

23. **Taxes:** The AJC is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by the AJC for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by the AJC on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid/proposal.
24. **Technology Agreements:** The bidder shall submit terms of service, terms of use, end user license agreements, software license agreements, etc. with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that is required to use or support the product or service being provided.
25. **Termination:** It shall be the sole right of the AJC to terminate the contract upon written notification to the Contractor.
26. **Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the AJC may:
 - a. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The AJC may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor.
 - b. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the AJC, the Contractor shall not be entitled

to receive any further payment from the AJC until completion of the work has occurred. After completion of the work, the AJC shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the AJC to complete the work. If the cost incurred by the AJC to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the AJC and, instead, the Contractor shall pay to the AJC the difference between the unpaid balance due and the AJC's cost to complete the work.

27. Unauthorized Aliens: (Code of Virginia Section 2.2-4311.1, as amended)

The Contractor agrees that he does not and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

28. Vendor Rewards/Gift Programs: It is the policy of the AJC not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the AJC. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid/proposal and demonstrate in the bid/proposal how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the AJC.

Waiver of One Breach Not Waiver of Others: No waiver by the AJC or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

C. SPECIAL TERMS AND CONDITIONS

1. Access to AJC Property: Access to the AJC's property shall be as follows:

Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building.

2. Contact with Residents: As required by *Code of Virginia*, Section 22.1-296.1, as amended, Bidders who will provide services that will place Contractor or Contractor's employees in direct contact with Residents on AJC property shall certify, by signing and submitting their bid or proposal, that none of the individuals who will perform the work under the contract have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such

conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

3. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the AJC will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the AJC. The certificate of insurance does not need to accompany the bid.**

The Contractor shall purchase and maintain in force, at their own expense, such insurance as will protect them and the AJC from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by themselves, their employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the AJC, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or their forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the AJC's Attorney and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract. All insurance carriers shall waive any and all subrogation against the AJC, and it shall be the responsibility of the Contractor/the Contractor's insurance professional to ensure compliance with this requirement.

The Contractor's insurance coverage shall be primary and non-contributory to any program of insurance or self-insurance that the AJC may or may not have in force, and the insurance required hereunder shall not be interpreted to relieve the Contractor of any obligations under the contract. The Contractor shall remain fully liable for all deductibles and amounts in excess of the coverage actually realized.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

- a. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence. Coverage must be Broad Form and include Products & Completed Operations, Bodily Injury, Property Damage and Contractual Liability.
- b. Business Automobile Liability: \$1,000,000 Combined Single

Limit per occurrence. Coverage should include all owned, hired and non-owned automobiles.

- c. Workers' Compensation: Virginia Statutory limits including Employers Liability limits of \$100,000 each accident, \$100,000 each disease-each employee, and \$500,000 policy limit.
- d. Errors & Omissions Coverage \$1,000,000 per claim and in the aggregate.

An insurance certificate shall be provided as evidence of the required insurance.

The insurance certificate:

- e. Must reflect that the Commercial General Liability policy names The Appalachian Juvenile Commission, the Counties Lee, Scott, Wise, Buchanan, Dickenson, Tazewell, Russell, Smyth, Washington, and the Cities Norton and Bristol, VA, their officers, employees, and agents, as an additional insured by endorsement to the policy or as required by contract.

Additional insured status applies to all work of the named insured performed on behalf of the AJC for this policy period.

- f. Must reflect that the policies are endorsed to require no less than 30 days' notice of cancellation or other change in coverage to the AJC.

- g. Must have an authorized signature.

- h. The Certificate Holder should be listed as:

Appalachian Juvenile Commission
P.O. Box 16248
Bristol, VA 24209

- 4. **Ownership of Documents:** All documents furnished to the AJC by the Contractor pursuant to this solicitation, including but not limited to drawings, specifications, intellectual property, and reports, including those in electronic form, shall become the sole property of the AJC upon payment for the services incurred to produce such documents. Upon award of a contract, the Contractor shall grant and assign to the AJC all rights to all documents for future use by the AJC, with or independent of the Contractor. These provisions shall survive cancellation, termination, or completion of the work

VII. PRICING SCHEDULE

Offeror should provide lump sum pricing and should be inclusive of all services described in the Scope of Work/ Specifications. Provide a breakdown of labor rates and billable hours for this scenario. The AJC will utilize this information for scoring and comparative purposes only. The final pricing schedule will be negotiated between the Offeror and the AJC.

LUMP SUM FOR SERVICES OUTLINED IN SCOPE OF WORK/ SPECIFICATIONS:

\$ _____

Offeror should also provide a breakdown of positions with hourly rates in case ancillary services might be requested

VIII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Demonstrated qualifications and experience of proposed staff to be assigned to the project	20
2. Demonstrated performance record with federal, state or local entities.	15
3. Demonstrated managerial ability to acquire information and conduct services in accordance with all laws, regulations and applicable mandates	20
4. Demonstrated ability to have effective stakeholder communication and engagement	15
5. Methodology / approach to completing required analysis incorporating factors of diligence, timeliness, and thoroughness.	10
6. Cost of Services	20

IX. AWARD PROCEDURE

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 factors involved in the

Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of 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 AJC shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the AJC 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.

ATTACHMENT A - Virginia State Corporation Commission (SCC)
Registration Information

The offeror shall check one of the following. The offeror is:

☐ a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

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

☐ 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-**

☐ 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. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the AJC reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT B – Sample Service Agreement
SERVICE AGREEMENT #__ FOR Juvenile Shelter Care Study

THIS AGREEMENT, entered into as of this _____ day of _____, 20____
("effective date"), by and between the APPALACHIAN JUVENILE COMMISSION
("AJC"), a political subdivision of the Commonwealth of Virginia and [insert Contractor
name], ("Contractor").

WITNESSETH:

WHEREAS, by Request for Proposal No. _____ (the "RFP"), the AJC solicited
interested firms to submit proposals for Juvenile Detention Space Study ; and

WHEREAS, Contractor has represented to the AJC that it is fully capable of performing
the services described in this Agreement, and the AJC has relied on such representation to
select Contractor to provide the services; and

WHEREAS, the AJC and Contractor now desire to enter into an agreement setting forth
their rights and obligations with regard to Contractor's performance of the services.

NOW, THEREFORE, for and in consideration of the mutual agreements contained
herein, the parties agree as follows.

1. Scope of Services. Contractor shall furnish all labor, materials and services
necessary to satisfy the requirement of the AJC as set forth in the RFP, this Agreement, and
any additional services described in the Contractor's proposal entitled "[insert title of
proposal response]" dated [insert date of Contractor's proposal] and any revisions thereto,
hereinafter referred to as "Proposal". The work to be performed by the Contractor is
described in detail in the RFP and the Proposal, and shall be referred to collectively as the
"Services". Contractor represents that it will perform the Services in accordance with
generally accepted professional standards, and will provide the AJC with the best possible
advice and consultation within Contractor's authority and capacity.

2. In the event of any conflict between the terms of the document originating from the AJC ("AJC Document", including the RFP, this Service Agreement, and Exhibits X, X, and X), and a document originating from the Contractor ("Contractor Document", including the Proposal and Exhibits X, X, and X), the terms of the AJC Document shall control. Authorization. Contractor warrants that it has the right to enter into this Agreement and to perform all obligations hereunder. Contractor represents that the execution of this Agreement and performance of any of its obligations hereunder are duly authorized and in compliance with applicable federal, state and local laws, rules and regulations. Contractor represents that it holds all valid licenses and permits necessary to perform the Services and will promptly notify the AJC in the event any such license or permit expires, terminates or is revoked.

3. AJC's Obligations. The AJC shall furnish Contractor, upon request, with any information, data, reports, and records which are reasonably available to the AJC and necessary for carrying out Contractor's responsibilities, so long as the provision of such information, data, reports, and records to Contractor is consistent with applicable law. The AJC shall designate a person to act as the AJC's contact with respect to the Services. The AJC's representative shall have the authority to transmit instructions, receive information and interpret and define the AJC's policies and decisions pertinent to Contractor's Services.

4. Time of Performance. All Services to be performed and any reports to be prepared hereunder by Contractor shall be undertaken and completed promptly pursuant to a schedule to be agreed upon between the AJC and the Contractor. It is expressly understood and agreed by the parties hereto that time is of the essence.

5. Contract Terms. The initial term of this contract shall be for a period of one(1) year.

6. Compensation. The AJC shall pay Contractor, provided that Contractor performs to the satisfaction of the AJC, fee(s) as follows: _____

7. Time of Payment. Contractor shall submit invoices in accordance with the

schedule outlined above. The AJC shall make payments to Contractor subject to the terms of this Agreement within thirty (30) days of receipt of Contractor's correct invoice. Contractor understands and accepts that the AJC will not pay any finance charges imposed on any invoices submitted by the Contractor for services performed under this Agreement. If the Agreement is terminated by the AJC and not in any way through the fault of Contractor, payments due Contractor for services rendered prior to termination shall be paid to Contractor and shall constitute total payment for such services. If this Agreement is terminated in whole or in part due to the fault of Contractor, Contractor shall have no right to claim payment due for services performed but uncompensated at the time of termination provided that the AJC is not delinquent in its payments to Contractor. Payments made to Contractor shall not be considered as evidence of satisfactory performance of the work by Contractor, either in whole or in part, nor shall any payment be construed as acceptance by the AJC of inadequate services.

8. Non-Appropriations. The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the AJC and appropriation by them of the necessary money to fund this Agreement for each succeeding year.

9. Termination. It shall be the sole right of the AJC to terminate this Agreement at any time for any reason upon written notification to the Contractor.

10. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, epidemics, omissions or delays in acting by any governmental authority; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable

dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above.

11. Records and Inspection. Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges related to this Agreement. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the AJC and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this Agreement. Such records subject to examination shall also include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including indirect labor and overhead allocations) as they may apply to costs associated with this Agreement. The AJC shall have access to such records from the effective date of this Agreement, for the duration of the Agreement, and until two (2) years after the date of final payment by the AJC to the Contractor pursuant to this Agreement. The AJC's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

12. Insurance. The Contractor shall purchase and maintain in force, at their own expense, such insurance as will protect them and the AJC from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by themselves, their employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the AJC, and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or their forces as enumerated above. The Contractor shall furnish a Certificate of

Insurance, naming the AJC and the Counties Lee, Scott, Wise, Buchanan, Dickenson, Tazewell, Russell, Smyth, Washington and the Cities Norton and Bristol, VA as an additional insured for general liability and excess liability coverage. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the AJC's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Agreement. The Contractor shall maintain during the initial term, and any additional terms of this Agreement, the following equivalent coverage and minimum limits:

- (a) [Include information from RFP or final negotiated coverages/limits]
- (b)
- (c)

13. Confidentiality. Unless expressly authorized by the AJC, Contractor, its officers and employees, shall not divulge to anyone other than AJC officials in either written or verbal form any information or data obtained as a result of performing services pursuant to this Agreement. Contractor agrees to assume all responsibility for ensuring the privacy, confidentiality, and security of AJC data released to Contractor under this Agreement through the use of necessary and appropriate security and technical controls.

14. When Rights and Remedies Not Waived. In no event shall the making by the AJC of any payment to Contractor constitute or be construed as a waiver by the AJC of any breach of covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the AJC while any such breach or default exists shall not impair or prejudice any rights or remedies available to the AJC in respect to such breach or default.

15. Non-Discrimination Provision. During the performance of this Agreement, Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, age or disability, or 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 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 Contractor, will state that Contractor is an equal opportunity employer.
- 16. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. Contractor shall include the provisions of the foregoing subparagraphs a, b, and c in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- 17. Drug Free Workplace. During the performance of this contract, the Contractor agrees to:
 - (a) Provide a drug-free workplace for the Contractor's employees.
 - (b) 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.

- (c) State in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace.
- (d) Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who 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.

18. Hold Harmless. Contractor shall indemnify, defend and hold the AJC, its Affiliates and their officers, directors, employees and agents harmless from and against any and all third party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from a breach by Contractor of any term of this Agreement or an Order or arising out of Contractor’s negligent or intentionally wrongful acts or omissions. As a matter of law, the AJC is prohibited from indemnifying Contractor, subcontractors, or any third party beneficiaries of the Agreement.

19. Governing Law. Contractor and the AJC agree that this Agreement shall be deemed to have been made in Virginia and that the validity and construction of this Agreement shall be governed by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Contractor and the AJC further agree that any legal action or proceeding arising out of this Agreement shall be commenced and tried in the Circuit Court of the Commonwealth of Virginia to the express exclusion of any otherwise permissible forum.

20. Notices. Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

If to the AJC:

Appalachian Juvenile Commission

Attn.: Trey Murray

PO BOX 16248

Bristol, VA 24209

If to the CONTRACTOR:

Name of Contractor

Attn.: name of Contractor contact

Address

City, State Zip

21. Assignment. This Agreement and Orders may not be assigned or transferred by a party thereto without the prior written consent of the other party thereto, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may freely assign this Agreement and Orders to an Affiliate or to an acquirer of all or part of Contractor's business or assets, whether by merger or acquisition, provided that Contractor notifies the AJC of such assignment and the AJC does not object in writing within 15 days of receiving such notification

22. Entire Agreement. This Agreement and any additional or supplementary documents incorporated herein by reference, contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This Agreement shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.

23. Subcontractors. The AJC reserves the right to reject any subcontractor selected

by Contractor. The AJC shall exercise this right in good faith and for a legitimate reason. Upon such rejection, the subcontractor shall immediately cease any work on the Project. A subcontractor selected by Contractor to replace a rejected subcontractor must be approved in writing by the AJC prior to performing any work on the Project. Such approval will not be unreasonably withheld.

24. Taxes, Unemployment Insurance and Related Items. Contractor hereby accepts full and exclusive responsibility for the payment of any and all contributions or taxes, or both, for any unemployment insurance, medical and old age retirement benefits, pensions, and annuities now or hereinafter imposed under any law of the United States or any State, which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on the work covered by this Agreement or in any way connected therewith. Contractor shall comply with all administrative regulations and rulings thereunder with respect to any of the aforesaid matters; and Contractor shall reimburse the AJC for any of the aforesaid contributions or taxes, or both, or any part thereof, if by law the AJC may be required to pay the same or any part thereof.

25. Independent Contractor. Contractor's relationship with the AJC shall at all times be that of an Independent Contractor. The method and manner in which Contractor's Services hereunder shall be performed shall be determined by Contractor and the AJC will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be construed to make Contractor, or any of its employees, employees or agents of the AJC.

Service Agreement Language:

26. Environmental, Health & Safety (EHS) Management. Contractor shall be responsible for complying with all federal, state, and local safety and environmental regulations.

27. Unauthorized Aliens. In accordance with the Virginia Code, Section 2.2-4311.1, Contractor hereby agrees that he does not and shall not, during the performance of this

contract, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986.

IN WITNESS WHEREOF, the AJC and Contractor have executed this Agreement as of the date first written above.

APPALACHAIN JUVENILE COMMISSION

By: _____
James C. Lane

Title: Chair

Date: _____

[CONTRACTOR NAME]

By: _____

PRINTED NAME

Title: _____

Date: _____

Approved as to form:

AJC Attorney's Office

Exhibit X – [Description]

Attachment C – Proprietary/Confidential Information Identification

As indicated in General Term and Condition 25. Proprietary Information - *Code of Virginia* Section 2.2-4342(F), as amended, states: “Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of

§2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.);

however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and

(iii) state the reasons why protection is necessary.” If the exemption from disclosure provided by Code of Virginia Section 2.2-4342(F), as amended, is not properly invoked then the proposals will be subject to disclosure pursuant to applicable law.

The proprietary or trade secret material submitted in the original and all copies of the proposal 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror: _____ invokes the protections of § 2.2-4342F of the
Code of Virginia for the following portions of my proposal submitted on _____.
Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

Use continuation sheet(s) if necessary