



VIRGINIA DEPARTMENT OF
SOCIAL SERVICES

COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF SOCIAL SERVICES
5600 COX ROAD
GLEN ALLEN, VIRGINIA 23060

REQUEST FOR PROPOSALS (RFP) #BEN-22-039

for

Electronic Benefit Transfer (“EBT”) Processing and Financial Services

Issue Date: July 30, 2026 **Due Date/Time:** September 18, 2026 @ 3:00 PM EST

Single Point of Contact (“SPOC”): Whitney Wallace

E-mail Address: whitney.wallace@dss.virginia.gov

Sourcing Scope: Virginia Department of Social Services

Contract Term: Five (5) years with three (3) successive two (2) year renewal options.

Budget: The cost associated with the initial term of this Contract shall not exceed \$20,000,000.00.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1, or against an Offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or status as a service-disabled veteran or any other basis prohibited by state law relating to discrimination in employment. Virginia Department of Social Services is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or service-disabled veterans, and strengthening the Commonwealth’s overall economic growth through the development of its IT suppliers.

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I. INTRODUCTION

A. RFP Objective and Overview

The Virginia Department of Social Services (VDSS) operates a state-supervised, locally administered social service system within the Commonwealth of Virginia (COV), responsible for promoting the well-being of Virginia citizens through the delivery of essential services and benefits. VDSS provides oversight and guidance to 120 Local Department of Social Services (LDSS) offices across the Commonwealth and manages systems supporting programs such as SNAP, SEBT, and DSNAP that service the Commonwealth. Eligibility Workers at county and city social services offices (LDSS) determine eligibility and authorize benefits in VDSS Eligibility System or DSNAP system. The Virginia Department of Education (VDOE) in collaboration with VDSS determine eligibility for Summer EBT and issue benefits in Virginia's Eligibility System.

The purpose of this Request for Proposals (“RFP”) is to solicit proposals to establish a term contract through competitive negotiation for the full scope of Electronic Benefit Transfer (EBT) Processing and Financial Services for programs that include, but are not limited to, the Supplemental Nutrition Assistance Program (SNAP), Disaster Supplemental Nutrition Assistance Program (DSNAP), and Summer Electronic Benefit Transfer Program (SEBT). During the contract term, VDSS may add similar EBT programs based on agency needs with 90-days written notice to the Contractor.

The overall business objectives of this RFP are to:

- Modernize and streamline EBT processing and financial services to improve operational efficiency.
- Enhance security and implement robust fraud prevention measures to protect benefit integrity.
- Ensure compliance with all applicable federal and state regulations governing benefit programs.
- Deliver cost-effective, scalable solutions that support current and future program needs.
- Improve customer experience through reliable, accessible, and user-friendly service delivery channels.
- Support innovation and continuous improvement to achieve measurable cost savings and service enhancements.

VDSS encourages all Suppliers to propose innovative solutions that achieve these objectives while ensuring high performance, security, and compliance standards.

For the purposes of this RFP, “Supplier” “Offeror,” or “Vendor” means any entity that submits a proposal in response to this RFP and is used to describe the requirements of the vendor in preparing a response to the RFP. The term “Contractor” is used to describe responsibilities of the EBT vendor after contract award.

Timely proposals received in response to this RFP will be evaluated by the EBT Processing and Financial Services evaluation team. Once the proposals have been evaluated, VDSS will be able to determine the best course of action. This may include selective outsourcing of a portion of the EBT Host System activities or contracting the comprehensive activities to one (1) or more Supplier(s). Although it is VDSS’s intent to accomplish substantial improvements and cost efficiencies as the result of this project, VDSS may

determine that no change is warranted at this time. VDSS may, at its sole discretion, make one (1) award, multiple awards, or none.

VDSS's expectation is that this effort will result in the establishment of a contract, or contracts, that will provide the means to satisfy the majority of VDSS's immediate and future EBT Host System needs.

Section III of this RFP sets forth the service/solution-detailed requirements. VDSS reserves the right to adjust the requirements or the scope of this RFP. If any modifications become necessary, an amendment to this RFP will be posted on the Commonwealth's procurement portal, eVA, located at: <http://www.eva.virginia.gov>.

B. Agency Overview

Virginia Department of Social Services ("VDSS")

VDSS is one of the largest agencies in the Commonwealth of Virginia ("COV" or "Commonwealth"), supervising the State's social services programs in accordance with the *Code of Virginia*. In this role, VDSS' goal is to promote the well-being of the citizens of Virginia through the delivery of essential services and benefits to ensure families are strengthened and individuals achieve their highest level of self-sufficiency.

VDSS' mission: To design and deliver high-quality human services that help Virginians achieve safety, independence, and overall well-being.

VDSS' vision: A Commonwealth in which all Virginians have the resources and services they need to shape strong futures for themselves, their families, and their communities.

C. Single Point of Contact ("SPOC")

Submit all inquiries concerning this RFP in writing by email, subject line should read: "Questions on RFP #BEN-22-039" to:

SPOC: Whitney Wallace

Email: whitney.wallace@dss.virginia.gov

Suppliers are to limit all contact, whether verbal or written, pertaining to this RFP to the designated SPOC until a contract is awarded. Failure to do so may jeopardize further consideration of a Supplier's proposal.

D. Pre-Proposal Conference

There will be an optional, virtual pre-proposal conference held on the date specified in **Table 1** in **Subsection I.F** below. The pre-proposal conference is open to all interested Offerors, and attendance is encouraged. There will be no opportunity for a private or individual conference. Offerors are encouraged to submit questions to the SPOC in writing at least 72 hours prior to the pre-proposal conference.

To participate in the pre-proposal conference, register with the SPOC by sending an email stating your firm's name and your participating representative(s) no later than 4:00 pm local time on the business day prior to the conference. Suppliers will be emailed with the information to virtually attend the conference. VDSS cannot guarantee a response to registration requests received after 4:00 pm local time on the business day prior to the conference.

E. Supplier Questions and Answers

All questions and requests for clarification of the RFP should be submitted to **the SPOC in writing via email**. VDSS cannot guarantee a response to questions received less than five (5) working days prior to the proposal due date. Questions and answers shall be publicly posted in eVA, as defined in Subsection I.G below.

F. Timetable

Item #	Activity	Target Completion Date
1.	RFP posted to eVA	July 30, 2026
2.	Register for pre-proposal teleconference due to VDSS	August 17, 2026
3.	Supplier pre-proposal teleconference	August 18, 2026
4.	Deadline for all questions	August 25, 2026
5.	Proposals due	September 18, 2026 by 3 PM EST.
6.	Contract(s) awarded	May 2027

The timetable above is provided for planning purposes only and all dates are subject to change at the discretion of VDSS.

G. eVA Procurement Website and Registration

The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers must be registered in eVA in order to submit a proposal to this RFP. To register with eVA, select the "Register Now" option from the eVA homepage, also located at [Register Now \(virginia.gov\)](#).

For assistance with eVA, please contact eVA Customer Care, [Get Help eVA Customer Care \(virginia.gov\)](#).

Suppliers are encouraged to check this site on a regular basis and prior to submission of proposals to identify any amendments to the RFP that may have been issued.

II. CURRENT STATE

The information provided in this Section II is not intended to set forth requirements but is intended to assist Suppliers in gaining a general understanding of the present situation, business context, and RFP scope. See also Appendix K – Current Records Layout.

A. Historical Work Volume and Average Monthly Expenditures

Below is the historical volume of work and average monthly expenditures for the current contract.

	Date Range			
	10/01/21 - 09/30/22	10/01/22 - 09/30/23	10/01/23 - 09/30/24	10/01/24 - 03/31/25
SNAP and DSNAP				
Average Monthly SNAP CPCM Quantity	428,525	464,831	466,592	473,045
Average Monthly SNAP CPCM Expenditure	\$184,122	\$212,215	\$217,086	\$245,979
Average Monthly Pre-expungement Notification Quantity	13,652	32,799	32,275	10,432
Average Monthly Pre-expungement Notification Expenditure	\$7,508	\$18,039	\$17,751	\$5,738
Average Monthly ECR Quantity	871	1,257	1,066	1,368
Average Monthly ECR Expenditure	\$479	\$691	\$586	\$752
Average Monthly IVR Adaptive Fraud Solution Services Quantity	0	0	0	2,768,423
Average Monthly IVR Adaptive Fraud Solution Services Expenditure	0	0	0	\$32,915

Summer EBT	Summer 2024
SEBT Benefits loaded to existing SNAP account Quantity	151,373
SEBT Benefits loaded to existing SNAP account Expenditure (cost to load)	\$189,216
SEBT Benefits loaded to new SEBT Account Quantity	311,597
SEBT Benefits loaded to new SEBT Account Expenditure (cost to load)	\$1,854,002
Card Replacement Quantity	4,530
Card Replacement Expenditure	\$6,795
Pre-expungement Notification Expenditure	\$119,180.60
Pre-expungement Notification Quantity	216,692

B. Background Introduction

SNAP is a food assistance program administered by the Food and Nutrition Administration (FNA) of the United States Department of Agriculture (USDA). Its purpose is to supplement the purchasing power of

low-income households to improve their levels of nutrition and to strengthen the agricultural economy through normal commercial channels. FNA sets national SNAP, SEBT and DSNAP policies and authorizes food retailers to accept SNAP, Summer EBT, and DSNAP benefits. FNA monitors retailer compliance and investigates retailers suspected of fraudulent activities.

The Supplemental Nutrition Assistance Program (SNAP) was reauthorized as part of the Agriculture Improvement Act of 2018 (the Act), P.L. 115-334, enacted December 20, 2018. The final rule SNAP: 2008 Farm Bill Provisions on Clarification of Split Issuance; Accrual of Benefits; Definition Changes was published August 24, 2020. The final rule amends SNAP regulations to implement provisions of the 2008 Farm Bill regarding monthly benefit issuance allotments, storage of benefits off-line, and permanent expungement of unused benefits, as well as related benefit expungement and off-line storage provisions of the 2018 Farm Bill.

EBT streamlined the issuance of and access to SNAP benefits. Like a debit card, the EBT card functions on an electronic payment system that allows recipients to authorize the transfer of their government benefits from a federal account to a retailer account to pay for products received.

Under Section 502, of Division HH-Agriculture of the Appropriations Act, Congress has established a permanent SEBT Program beginning in Summer 2024. SEBT will provide EBT benefits on an ongoing basis to low-income children during the summer months to ensure continued access to meals and snacks when school is not in session.

The purpose of SEBT is to provide nutrition assistance benefits to each eligible child of a Virginia household during the summer months to ensure continued access to food when school is not in session for the summer. SEBT provides families whose children are eligible for free and reduced-price school meals with grocery benefits on a debit-type card during the summer months. Virginia's participation in the SEBT Program requires the state to automatically enroll, without further application from households, each child who is directly certified, able to be directly certified, is an identified student at a provision school, or is otherwise determined by a School Food Authority ("SFA") to be eligible to receive free or reduced-price meals in the instructional year immediately preceding the summer or during the SEBT operational period.

The purpose of DSNAP is to provide emergency food assistance benefits to Virginia residents who have been adversely affected by a major disaster such as severe weather events or other disaster situations. DSNAP may provide benefits to people who are otherwise not eligible for benefits under regular SNAP rules. Persons already receiving SNAP benefits may also be entitled to additional benefits under the DSNAP. The DSNAP eligibility system determines eligibility for DSNAP benefits as well as cross matching applicants to existing SNAP accounts. FNA and VDSS policies at the time of the disaster will determine the rules that govern eligibility for DSNAP.

C. System Background

In 2015, VDSS issued an RFP for EBT services. The resulting contract was awarded to Conduent, and VDSS completed its conversion to the Conduent system effective July 1, 2017. Under this contract, full EBT services were provided to VDSS by Conduent and its subcontractors. VDSS currently operates an established EBT Host System with Conduent.

D. Current EBT Services Provided

Conduent services include providing project management, settlement and reconciliation services, including retailer reimbursement; retailer management and support services including Point of Sale (“POS”) hardware and software installation and retailer training; reporting, transaction processing and switching; card issuance and production; customer and retailer Customer Service Representatives (“CSR”) and Automated Response Unit (“ARU”) services including Personal Identification Number (“PIN”) selection and changes, and technical support.

E. State EBT Interfaces

VDSS has established a set of interfaces between the existing EBT host system and VDSS’ Eligibility Systems, Virginia Customer Management System (VaCMS) and DSNAP. Throughout this RFP we will refer to the eligibility system for regular SNAP and SEBT processing as Virginia’s Eligibility System. These interfaces support the transfer of information and data required to maintain the EBT host system. All current record layouts are provided in Section VII of this RFP and are subject to change. The primary method used to exchange information between the eligibility systems and the EBT host system is by batch files. Should VDSS operate a DSNAP program, DSNAP records are included in the interfaces along with regular daily issuances, even though separate eligibility systems are used for SNAP, SEBT and DSNAP.

The EBT functions provided by the current EBT Contractor are accessed through a web-based user interface. User access to various functions in the administrative terminal is governed by role-based profiles. The functions include but are not limited to administrative functions, inquiry functions and update functions. Examples of update functions include the United States Department of Agriculture’s (USDA) Office of Inspector General (OIG) account setup and adding benefits to those accounts, LDSS’ issuance of EBT cards over the counter, and status cards that have been lost, stolen, damaged, compromised or undelivered.

F. Benefit Program Profile

The SNAP and the DSNAP programs are operated by VDSS in a state-supervised, locally administered environment. Eligibility Workers in county and city LDSS’ determine eligibility and authorize benefits in Virginia’s eligibility system. The SEBT program is operated by VDSS in a state-supervised, locally administered environment. The VDOE in collaboration with VDSS determine eligibility and issue benefits in Virginia’s eligibility system. Personnel in LDSS’ issue EBT cards over the counter to meet SNAP, SEBT, and DSNAP processing time frames or to assist households whose cards have been lost, stolen, damaged, compromised or undelivered. Mailed EBT cards are sent by the EBT vendor.

- 1. Customer Profile** – SNAP households are classified as either Public Assistance (“PA”) or Non-Public Assistance (“NPA”) participants. In PA households, all members are recipients of some form of public assistance benefits.
- 2. Benefit Restrictions** – SNAP, SEBT, and DSNAP benefits are restricted to the purchase of eligible food items in food retail locations authorized by FNA to accept EBT cards. Benefits can also be redeemed in certain approved institutional settings, such as a drug or alcohol rehabilitation center,

participating restaurants, and at non-traditional approved outlets such as farmers' markets or a "meals-on-wheels" program.

3. **Retailer Management** – Retailers authorized by FNA to accept SNAP, SEBT, and DSNAP benefits are required to comply with program rules. Authorized retailers include traditional and non-traditional retailers (an example of a traditional retailer is a supermarket; an example of a non-traditional retailer is a group living facility or a route vendor). USDA's Office of the Inspector General (OIG) is responsible for retailer fraud investigations. Any Virginia retailer listed on the FNA retailer database and meeting the criteria in the Agricultural Act of 2014 will be included in the deployment of Point of Sale (POS) equipment.

USDA has provided grants to states in recent years to promote the use of EBT in Farmer's Markets. Virginia has used its share of the grants to equip farmers markets with wireless devices. The Contractor may offer a plan to support and expand the use of EBT in Farmer's Markets.

Some feeding programs such as Meals on Wheels and Restaurant Meals have been authorized to accept SNAP, SEBT, and DSNAP benefits. The Contractor may offer a solution for efficiently managing the use of EBT cards in this type of setting.

Generic interface files were cooperatively developed between states and EBT vendors in a series of meetings dating back to 2008.

Funding for SNAP and DSNAP benefits are currently 100% funded by the Federal Government. Benefit funds are not disbursed until the customer uses the EBT card, a debit is posted to the account, and an Automated Clearing House ("ACH") settlement transaction has occurred. The Federal and State Governments share the administrative costs of SNAP and DSNAP. The fees for interoperable SNAP and DSNAP transactions are also currently funded 100% by the Federal Government and are paid directly to the Contractor on a quarterly basis by FNA.

Funding for SEBT benefits is currently 100% grant funded by the Federal Government of issued eligible benefit funds. SEBT benefits must be tracked separately from SNAP benefits, or other benefit types. Benefit funds are not disbursed until the customer uses the EBT card, a debit is posted to the account, and an ACH settlement transaction has occurred. The Federal and State Governments currently share the administrative costs of SEBT equal to 50 percent of the administrative expenses incurred by the State in operating the program under this section, including the administrative expenses of Local Education Authority (LEA)s and other agencies, as applicable, relating to the operation of the program. Financial management systems for program funds in SEBT must provide controls which minimize the time between the receipt of Federal funds from the United States (U. S.) Treasury and their disbursement for program costs. In the Letter of Credit system, the State must make drawdowns from the U.S. Treasury through a U.S. Treasury Regional Disbursing Office as nearly as possible to the time of making the disbursements.

G. Current Challenges

1. **Non-customer Fraud**: Over \$10 million in losses reported from July 2023–December 2024 due to skimming and phishing.

2. **Summer EBT (SEBT):** This new program is structured differently than SNAP in funding structure and in policy. The nature of this program is that all states are issuing a set benefit amount each summer to many individuals that are outside of the SNAP population.
3. **Disaster SNAP (DSNAP):** This program has rarely been used in Virginia, who has only two active DSNAP in 20 years. Consequently, it can be challenging to bring this program online for operation.
4. **Online Benefit Application:** VDSS has identified this item as a potential challenge. VDSS has begun the process of modernizing our online application platform and processes. We anticipate the technical rebuilding of our platform in the next few years. At this time, it is unknown if these efforts will impact the VDSS Eligibility System or the EBT Host System.

H. Users/Owners (Stakeholders)

VDSS supervises and provides guidance to the LDSSs, which deliver SNAP benefits to over a million Virginia households each year. The LDSS workers make up most of the current Contractor's EBT Host System, Electronic Payment Processing and Information Control (EPPIC), users. End Users access is established by role-based profiles and include but are not limited to:

1. **LDSS Office Field Staff:** Clerks, Eligibility Workers, Employment Services Program Workers, Unit Supervisors, and Local Directors. LDSS issue EBT cards over the counter (Vault Cards) to meet SNAP, SEBT, DSNAP processing time frames or to assist households whose cards have been lost, stolen, damaged, compromised or undelivered. Mailed EBT cards are sent by the EBT vendor.
2. **VDSS Regional Office Field Staff:** Program Consultants, Quality Assurance Workers, and Clerks
3. **VDSS Home Office Staff:** EBT Administrator and EBT Coordinator, Administrative Staff, SNAP Benefit Program Manager, SNAP Program Consultants, Fraud Staff, Program Managers, and Quality Assurance Staff.
4. **Federal Fraud Investigators:** To support USDA Office of Inspector General (OIG) fraud investigations, VDSS requires limited maintenance access to the contractor's system to set up investigative accounts, to add benefits as needed, and requires direct access to the Contractor's EBT Host System.

III. STATEMENT OF NEEDS

A. General Requirements

Reference Appendix J, Section A - General

B. Governing Regulations

Reference Appendix J, Section B- Governing

C. Customer Processing Requirements

Reference Appendix J, Section C - Customer Processing

D. Retailer Processing Requirements

Reference Appendix J, Section D - Retailer Processing

E. Reporting Requirements

Reference Appendix J, Section E - Reporting

F. Settlement and Reconciliation Requirements

Reference Appendix J, Section F - Settlement and Reconciliation

G. LDSS and VDSS Requirements

Reference Appendix J, Section G - LDSS and VDSS

H. Optional Service Requirements

Reference Appendix J, Section H - Optional Service

I. Database Conversion Requirements

Reference Appendix J, Section I - Database Conversion

J. Fee for Service Requirements

Reference Appendix J, Section J - Fee for Service

K. Contractor Responsibilities and Liabilities

Reference Appendix J, Section K - Contractor Liabilities

L. Security Requirements

Reference Appendix J, Section L - Security

M. Technical Requirements

Reference Appendix J, Section M - Technical

N. End of Contract Requirements

Reference Appendix J, Section N - End of Contract

Supplier must indicate their capability of fulfilling each specific requirement in **Section V.** and **Appendix J.** Each Supplier's responses will be reviewed and compared across Suppliers in order to determine the best solution for VDSS. Supplier should ensure that before submitting its proposal it has provided sufficient and complete responses to reduce the need for additional information.

If Supplier's proposal includes the use of cloud services (e.g., Software as a Service, or Platform as a Service), in order to be awarded a contract, an assessment must be conducted by VITA based on Supplier's responses to **Appendix G** of the RFP, "Security Assessment and Governance Map for Non-Premise Based Services" ("**Security Assessment**"). The Security Assessment, along with **Appendix H. COVRAMP** Nondisclosure Agreement should be completed at the same time as your proposal but **should not** be submitted along with your proposal. Instead, if a Supplier is selected to go forward in negotiations, the SPOC will request that such Supplier submit its completed Security Assessment and COVRAMP Nondisclosure Agreement, and the Suppliers are encouraged to immediately do so upon request.

Note the following information regarding certain requirements set forth in **Appendix J - Requirements:** January 2024 Executive Order 30 (EO 30), Artificial Intelligence (AI), implements AI standards and guidelines setting the technological requirements for the use of AI within government agencies and the approval process for AI initiatives and procurement of AI applications. Agencies that wish to use AI will be required to submit a request and obtain approval for use of AI prior to purchase. However, this process does not provide agencies with approval of purchase. The EO also provides Education guidelines that are to be applied at all education levels as well as the need for the development of standards for the use of AI by law enforcement personnel. At this time, this information is provided for informational and situational awareness as any requirements that an agency may be required to go through for AI use and/or any contract obligations that may be required by the supplier may change dependent on any future legislation.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Service by Suppliers. You must respond to each requirement by entering, in the space provided in Column B, a code that best corresponds to its intended response for the requirement listed.

IV. PROPOSAL ADMINISTRATION AND SUBMISSION INSTRUCTIONS

A. Overview

This RFP was developed to provide all potential Suppliers with the information required to prepare proposals. This section outlines the administrative procedures and guidelines to be used and complied with when preparing a proposal. Nothing in this RFP constitutes an offer or an invitation to contract.

By submitting a proposal in response to the RFP, a Supplier grants VDSS a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to retain, reproduce, and use the proposal (including any exhibits or other documents or materials the proposal incorporates) in any format for governmental purposes required or provided for by Virginia law. The foregoing includes, but is not limited to, the right for VDSS to use information submitted in response to this document in any manner VDSS may deem appropriate in evaluating the fitness of the services or solution(s) proposed.

B. Proposal Administration

1. Virginia Public Procurement Act

This RFP is governed by the **VPPA**, Code § 2.2-4300 *et seq.*, and other applicable laws.

2. Anti-Discrimination - Code § 2.2-4310 and § 2.2-4311, and § 2.2-4343.1(E)

By submitting its proposal, a Supplier certifies to the Commonwealth that it 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; and, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Code § 2.2-4311 of the VPPA.

3. Ethics in Public Contracting – Code § 2.2-4367 et seq.

By submitting its proposal, a Supplier certifies that its proposal is made without collusion or fraud; that the Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with its proposal; and that the Supplier has 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. In addition, a Supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VDSS if it becomes aware of a potential conflict of interest in the future.

4. Authorization to Transact Business in the Commonwealth – Code § 2.2-4311.2

All Suppliers organized as a stock or nonstock corporation, limited liability Supplier, business trust, or limited partnership, or registered as a registered limited liability partnership must be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code, or as otherwise required by law. In its proposal, Supplier must include either (i) Supplier's identification number issued to it by the State Corporation Commission; or (ii) a statement explaining why Supplier is not required to be registered. No award can be made to any Supplier without this information unless this requirement is waived. **Administrative Appendix E: State Corporation Commission Form** to this RFP includes a space for Supplier to provide the information required in (i) or (ii) of this subsection. If Supplier anticipates the use of additional resources through a partnership

or subcontracting relationship with other entities, the requirement to be authorized to transact business will also apply to any entities that are engaged as partners or subcontractors of Supplier providing services directly to the Commonwealth upon award of a contract.

5. Prohibited Products and Services – Code § 2.2-5514

No Supplier may include as part of its proposal, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal systems by the U.S. Department of Homeland Security.

6. Prohibited Contributions and Gifts – Code § 2.2-4376.1

No Supplier that submits a proposal in response to this solicitation, and no individual who is an officer or director of the Supplier shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Secretary of Administration during the period between the submission of the proposal and the award of any resulting contract award with an expected value of \$5 million or more dollars.

C. Proposal Submission Instructions

1. Supplier Proposal Compliance

Before submitting its proposal, Supplier should verify that: (i) its proposal is accurate and complete; (ii) its proposal is prepared in accordance with the solicitation submission requirements, including providing all information, content, responses, appendices and exhibits requested and, (iii) all required communication, format and submission instructions are followed. Proposals that are not complete, accurate, or properly formatted may be removed from consideration at VDSS' sole discretion. All proposal materials shall be provided in either Microsoft Word or Excel, as specified in **Table 2 of Section V Proposal Format**, with no passwords utilized for any document access.

2. Liability

The issuance of this RFP and the receipt of information in response to this RFP will not cause VDSS to incur any liability or obligation, financial or otherwise, to any Supplier. VDSS assumes no obligation to reimburse or in any way compensate a Supplier for expenses incurred in connection with its proposal.

3. Trade Secrets and Proprietary Information

VDSS reserves the right to use information submitted in response to this document in evaluating the fitness of the solution(s) proposed. Ownership of all data, materials, and documentation originated and prepared for VDSS pursuant to the RFP shall rest exclusively with VDSS and shall be subject to public inspection in accordance with Code § 2.2-4342 of the **VPPA**.

Procurement and contract records are generally public records open to inspection in accordance with The Virginia Freedom of Information Act (*see* Code § 2.2-4342(A)), and transparency in procurement, contracting, and other governmental functions serves important public policy objectives. *See* Code §§ 2.2-4300(C) & 2.2-3700(B).

Conversely, pursuant to Code § 2.2-4342(F) of the VPPA, trade secrets or proprietary information submitted by a Supplier in connection with a procurement transaction shall **not** be subject to public inspection under the VA FOIA **if** the Supplier:

- a. invokes the protections of Code § 2.2-4342 of the VPPA in writing prior to or upon submission of the data or other materials,
- b. identifies specifically the data or other materials to be protected, and
- c. states the reasons why protection is necessary.

FAILURE TO COMPLY WITH THESE STATUTORY REQUIREMENTS WILL RESULT IN ALL PROPOSAL MATERIALS BEING SUBJECT TO RELEASE TO OTHER OFFERORS AND THE PUBLIC IN ACCORDANCE WITH THE VPPA AND THE VIRGINIA FREEDOM OF INFORMATION ACT.

In order to comply with Code § 2.2-4342(F) of the VPPA, Supplier shall submit a completed **Administrative Appendix I Supplier Confidential and Proprietary Information Form** with its proposal listing its proprietary information and the reason it deems such information proprietary. If there is no proprietary information contained in the proposal, the Supplier shall clearly state that in Administrative Appendix I.

In addition to Administrative Appendix I, Supplier shall also submit a redacted copy of each document in its proposal that is consistent with the requirements of this RFP and Administrative Appendix I. VDSS assumes no responsibility for the release of proprietary information contained in redacted proposal documents.

4. Protocol for Proposal Submission

In order to be considered for evaluation, Suppliers must submit a complete response to this RFP as described herein, utilizing eVA, no later than the date and time specified in **Table 1-Timetable** set forth in **Subsection I.F** of this RFP. Note that there is a maximum file size per attachment in eVA (Suppliers should confirm the current allowable file size by contacting eVA Customer Care as set forth in Section 1.G above); however, there is no limit on the number of files you may attach. If the size of the file is greater than the size allowed by eVA, the file should be broken down into smaller files and labeled in sequential order (Ex: Part 1, Part 2 or Tab 1, Tab 2).

ONLY ELECTRONIC RESPONSES SUBMITTED THROUGH eVA WILL BE ACCEPTED. Proposals submitted via hand-delivery, mail, email, or fax will not be accepted. Suppliers must be registered in eVA to submit a response to this RFP.

Please submit the following:

- a. One (1) electronic copy of each file titled as specified in **Table 2 - Supplier's Proposal Format of Section 5 Proposal Format** of this RFP

- b. One (1) electronic copy of each file titled “Redacted” as specified in **Table 2 - Supplier’s Proposal Format of Section V Proposal Format** of this RFP, with all redactions, if necessary, consistent with the requirements specified in **Subsection 4.C(3), “Trade Secrets and Proprietary Information”**.

It is the responsibility of the Supplier to ensure its proposal and all required documentation are properly completed, readable, and uploaded to eVA by the date and time noted in **Subsection I.F**. Suppliers should allow sufficient time to account for any technical difficulties they may encounter during online submission or uploading of the documents. Late proposals will not be considered. Suppliers shall make no other distribution of their proposals.

In the event of any technical difficulties encountered while using eVA, Suppliers must contact the eVA Customer Care Center, [Get Help eVA Customer Care \(virginia.gov\)](https://www.virginia.gov/help/eVA).

V. PROPOSAL FORMAT

Suppliers shall adhere to the specific format for the documents submitted in their proposals as set forth in Table 2 below. VDSS may reject any proposal that is not in the required format or does not address all the requirements of this RFP.

Proposals should be written specifically to answer this RFP. General “sales” material should not be used within the body of the proposal and any additional terms or conditions on the “sales” material will be considered invalid. If desired, Supplier may attach “sales” material in a separate appendix to its proposal response.

It is essential that the proposal be thorough and concise. Supplier should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

The required contents of the proposal and how the proposal must be organized are detailed in Table 2. All documents that must be included in the proposal have been provided by VDSS except documents noted as “Supplier to Provide.” Unless specifically noted, no other documents or information should be included in the proposal.

Proposal document formats are as follows:

- **Template:** Structured documents prepared by VDSS that must be populated and submitted by the Supplier. Each template includes instructions describing how to complete that template.
- **Supplier to Provide:** Documents to be provided by and included in Supplier’s response in accordance with VDSS’s instructions.

Table 2 – Format to Supplier’s Proposal

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
1a.	Cover Letter	A signed cover letter, identifying the individuals authorized to negotiate on behalf of the Supplier and their contact information. A copy of a completed eVA registration confirmation.	• Supplier to Provide (Word or PDF)	1a [Supplier Name] Cover Letter

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
1b.	Executive Summary	Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s) and its capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Requested limitation: two (2) pages.	Supplier to Provide (Word or PDF)	1b [Supplier Name] Executive Summary
1c.	Addenda	As applicable, copies of ALL RFP Addenda posted on eVA by VDSS, signed by an authorized representative of the Supplier	N/A	1c [Supplier Name] Addendum #
1d.	Table of Contents	Listing and identification of the documents that comprise the proposal. The numbering and titling of the documents as presented in this table should be the same as the individual documents in the proposal.	Supplier to Provide (Word or PDF)	1d [Supplier Name] Table of Contents
2	Appendix A: Service Level Agreements	Any exceptions to VDSS's proposed metrics and performance standards for each service level item. Supplier must submit proposed exceptions and comments in the form of redline mark-up to the content and language contained in the SLAs to this RFP directly in the Word template at the time of proposal submission.	Appendix A Template (Word)	2 [Supplier Name] Appendix A Service Level Agreement

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
3	Appendix B: Small Business (SWAM) Subcontracting Plan	Supplier's and subcontractor(s) DSBSD SWaM certification information and subcontracting plan, as applicable. Include copy(ies) of DSBSD certifications(s), as applicable.	Appendix B Small Business (SWAM) Subcontracting Plan Template (Word)	3 [Supplier Name] Appendix B Small Business (SWAM) Subcontracting Plan
4	Appendix C: Certification Regarding Lobbying	Supplier's acknowledgement to certification regarding lobbying.	Appendix C Certification Regarding Lobbying (PDF)	4 [Supplier Name] Appendix C Certification Regarding Lobbying
5	Appendix D: Pricing	Supplier's detailed price proposal as specified in Appendix D: Pricing. Do not include pricing data in any other section of the proposal.	Appendix D Pricing Template (Excel)	5 [Supplier Name] Appendix D Pricing
6	Appendix E: State Corporation Commission Form	Indicate applicable status regarding Supplier's authorization to transact business in the Commonwealth of Virginia.	Appendix E State Corporation Commission Form (Word)	6 [Supplier Name] Appendix E State Corporation Commission Form
7	Appendix F: Federal Funding and Accountability Transparency Act (FFATA) Form	Supplier's FFATC information completed and signed.	Appendix F Federal Funding and Accountability Transparency Act (FFATA) Form (Word)	7 [Supplier Name] Appendix F Federal Funding and Accountability Transparency Act (FFATA) Form

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
8	Appendix G: COVRamp Security Assessment Form	Supplier's response to the items set forth in Administrative Appendix D. See Section 11 COV Ramp Security Questionnaire and Cloud Terms and Conditions of this RFP for additional information. Supplier should not submit the completed Security Questionnaire with its proposal response. If required during the evaluation process, the SPOC will request that Supplier submit the completed Security Questionnaire (and it will be due immediately upon request).	Appendix G COVRamp Security Assessment Form (Excel)	8 [Supplier Name] Appendix G COVRamp Security Assessment
9	Appendix H: COVRamp Nondisclosure Agreement	Nondisclosure Agreement covering the exchange, compilation and/or provision to the Commonwealth of information that Supplier considers confidential and proprietary for purposes of a security assessment/audit of the Solution to be conducted by VITA personnel. Supplier should not submit the signed Nondisclosure Agreement with its proposal response. If required during the evaluation process, the SPOC will request that Supplier submit the signed Nondisclosure Agreement (and it will be due immediately upon request).	Appendix H COVRamp Nondisclosure Agreement (PDF)	9 [Supplier Name] Appendix H COVRamp NDA

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
10	Appendix I: Confidential and Proprietary Information Form	Indicate specific information contained in the proposal that Supplier deems <u>trade secret or proprietary information</u> .	Appendix I Confidential and Proprietary Information Form (Word)	10 [Supplier Name] Appendix I Confidential and Proprietary Information
11	Appendix J: Requirements	Supplier's response by item set forth in Section III and Appendix J. Responses must be captured in the Excel document template provided in accordance with <u>VDSS's</u> instructions	Appendix J Requirements (Excel)	11 [Supplier Name] Appendix J Requirements
12	Exhibit A: VITA's Contract Template	Return of VITA's Standard Contract with proposal response. Suppliers are strongly encouraged to accept VITA's Standard Contract as presented. If Supplier has any proposed exceptions or comments to VITA's contractual terms and conditions pursuant to Section 10 of this RFP, then it shall submit them in redline format in the VITA Standard Contract.	Exhibit A Agency Standard Contract (Word)	12 [Supplier Name] VITA's Contract Template

#	File Title	Contents/Deliverables (Submit each as a separate file)	Response Format	Required File Name
13	Exhibit E: Cloud Terms and Conditions	Return of Exhibit E. Cloud Terms and Conditions with proposal response. Suppliers are strongly encouraged to accept Agency's Cloud Terms and Conditions as presented. If Supplier has any proposed exceptions or comments to Agency's Cloud Terms and Conditions pursuant to Section 11 of this RFP, then it shall submit them in redline format in Exhibit E.	Exhibit E. Cloud Terms and Conditions Template (Word)	10 [Supplier Name] Exhibit E. Cloud Terms and Conditions
14	Statement of Work (SOW) Template	Any exceptions to VDSS's proposed Implementation Statement of Work. Supplier must submit proposed exceptions and comments in the form of redline mark-up to the content and language contained in the SOW to this RFP directly in the Word template at the time of proposal submission.	Exhibit B Implementation Statement of Work (Word)	14. [Supplier Name] Exhibit B Implementation Statement of Work Template
15	Redacted Copy of Files	For any file #1-14 above that contains proprietary information (in accordance with Section IV.C. (3)), Supplier shall submit a redacted copy of that file. Any redacted file must be documented in Administrative Appendix I - Confidential and Proprietary Information form. The file must be clearly labeled as the redacted version.	Supplier to Provide (Word or PDF)	15 REDACTED [Supplier Name] [Document Title]

All other Appendices to the RFP not mentioned in the table above are informational in nature and should be used for reference in responding to the RFP.

By submitting a proposal, you certify that all information provided in response to this RFP is true and accurate.

VI. EVALUATION AND AWARD PROCESS

A. Evaluation Process

Each proposal received by the due date and time in response to this RFP will be evaluated to determine whether it meets the Prerequisite (s) of this RFP listed in **Appendix J - Requirements**. All Prerequisite (s) are evaluated on a met-or-not-met basis. Any proposal that does not meet all the Prerequisite (s) will be set aside and receive no further consideration.

Proposal(s) that meet all the Prerequisite (s) will be distributed to the evaluation team, which will assess and score each Supplier's response in accordance with the Evaluation Criteria set forth in **Table 5 Evaluation Criteria** in **Subsection VI.C** below. VDSS may elect to continue the evaluation of the most qualified proposal(s) and may request that Supplier(s) clarify or explain certain aspects of their proposals or present its proposal at a Supplier interview. A numerical scoring system will be used in evaluation of proposals. The point values assigned to each of the evaluation criteria shall be posted in eVA prior to the due date and time for receiving proposals.

At any point in the evaluation process VDSS may employ various means of evaluation to determine the best value for the Commonwealth, including but not limited to:

1. Reviewing industry research
2. Supplier presentation/interview
3. Site visits
4. Supplier's status as a small business or micro business, including small or micro businesses that are owned by minorities, women, or disabled veterans, and certified by the Department of Small Business and Supplier Diversity ("DSBSD")
5. Supplier's planned spend with certified SWaM or micro business (as defined in **Section VIII**) subcontractors, and Non-SWaM businesses.
6. Supplier's employment of persons with disabilities to perform the specifications of the contract.
7. Contacting Supplier's references (including those not listed by Supplier in Section VII Supplier Profile)
8. Review of Supplier's ability and willingness to comply with the Commonwealth's security and data privacy policies, standards, guidelines as specified in the RFP
9. Product demonstrations/pilot tests/detailed demonstrations
10. Review of pricing
11. VDSS's experience with Supplier, including Supplier's past performance and Supplier's history of utilizing SWaM subcontractors as previously committed in a SWaM subcontracting plan

12. Interviewing key personnel

13. Requesting Suppliers elaborate on or clarify specific portions of their proposal, including, as applicable, any responses to the RFP's security requirements

VDSS may limit any or all of the above to the most qualified proposals. A Supplier is not guaranteed and should not assume that it will have the opportunity to explain, supplement or amend its initial proposal. Each Supplier is encouraged to ensure that its initial proposal contains and represents its best offering.

Each Supplier should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of VDSS's choice, as applicable, should VDSS so request.

VDSS will select for negotiation the Supplier(s) whose proposal(s) and additional means of evaluation (if so conducted) are deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Supplier(s). After negotiations, VDSS may select the proposal(s) that, in its opinion, is the proposal(s) representing best value and may award a contract to that Supplier(s). For purposes of this RFP, VDSS will determine best value based on the value relative to the cost of the Service/Solution, giving consideration to the project's budget objectives.

If this is a cloud-based procurement (i.e., off-premise hosting), following VDSS's selection of the proposal(s) representing best value to the Commonwealth, Supplier's failure to successfully answer, negotiate, and/or comply with any resulting security exceptions that may arise in order to approve Supplier's cloud application, may result in removal from further consideration. Refer to **Administrative Appendix G COVRamp Security Assessment** of the RFP.

If any Supplier fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, VDSS may terminate negotiations with that Supplier at any time.

VDSS reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, VDSS reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the Commonwealth.

VDSS may, at its sole discretion, make one (1) award, multiple awards, or none at all. VDSS SHALL NOT BE CONTRACTUALLY BOUND TO ANY SUPPLIER PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.

B. Prerequisite(s)

Reference **Appendix J - Requirements**

C. Evaluation Criteria

Proposals will be evaluated using the criteria contained in the table below.

Table 5 – Evaluation Criteria

Evaluation Criteria	Point Value
Response to Appendix J Requirements	25
Project Management, Customization, Development, Testing and Training, Transition, Implementation (Attachment C – Implementation Statement of Work), and Ongoing Operations (Appendix J – Requirements)	30
Company and Key Personnel Experience & Qualifications, RFP Section VII, Supplier Profile	15
Pricing	10
References	5
Prior Performance	10
Utilization of DSBSD certified businesses	5
Total	100

D. Excluded Parties List

A Supplier will not be awarded a contract if it, or any of its affiliates or subcontractors, is an excluded entity on the federal government's System for Award Management ("SAM") at <https://www.sam.gov/SAM/>, or the Commonwealth's Debarment List as provided by Code § 2.2-4321 at the time of award.

E. Announcement of Award – Code § 2.2-4300 *et seq.*

If a contract is awarded or announced as a result of this RFP, VDSS will post notice of the award decision on the eVA web site (<http://www.eva.virginia.gov>) for a minimum of 10 days. No award decision will be provided verbally. Any final contract, including pricing, awarded as a result of this RFP will be made available for public inspection.

VII. SUPPLIER PROFILE

A. Supplier Proposal Compliance

Before submitting your proposal, you should verify that: (i) your proposal is accurate and complete; (ii) your proposal is prepared in accordance with the solicitation requirements, including providing all information, content, responses and appendices requested and, (iii) all required communication, format and submission instructions are followed.

B. Supplier Corporate Overview

1. Business

State Supplier's core business, background, and experience in the relevant market, (not to exceed 3 pages).

2. Corporate Identity

Provide the identity of any parent entity, including address, phone and fax numbers, FEIN or tax ID No., company web site and contact email. Provide the identity of any of Supplier's subsidiaries, as applicable (not to exceed 3 pages).

3. Organization and Structure

Provide an overview of Supplier's organizational operating structure and describe the operational and functional relationships of the business units within the organization, as they relate to Supplier's proposal and Agency's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.

Indicate whether Supplier expects to provide the Service with existing resources or plans to secure additional resources by partnering or subcontracting. If applicable, identify the additional resources required to provide the Service included in the proposal and the timetable for obtaining such resources. If Supplier expects to utilize a partnership or subcontracting relationship, any such partner or subcontractor shall comply with the requirements of RFP **Section 4.B.4)**

Authorization to Transact Business in the Commonwealth – Code § 2.2-4311.2.

4. Locations

Describe the geographical locations of Supplier at the national, regional, and local levels, as applicable. Identify all locations that will be used to support any contract resulting from this RFP and the operations handled from these locations. Clearly identify any overseas locations that may be used to support the resultant contract or any related data transactions.

5. Strategic Relationships

Identify any and all strategic relationships with other related firms that Supplier has or anticipates having during the contract performance period. Other related firms may include but not limited to publishers/manufacturers, distributors, resellers, channel partners, etc. Please articulate the roles and responsibilities between entities and describe any agreements that Supplier has executed with named firms. Describe any definition of legal authority, liability transfer, etc. included in such executed agreements.

Specifically, identify all subcontractors expected to be utilized and any third-party service/solution to be utilized by Supplier in implementing its proposed Service/Solution. Agency reserves the right to request that Supplier provide all the information described in this section for any and all subcontractors proposed by Supplier. In addition to listing all subcontractors here and describing the services performed, Supplier must also complete Appendix B Small Business (SWAM) Subcontracting Plan for all DSBSD-certified small or micro subcontractors (as defined in Appendix B).

6. ISO 9001 Certification

Indicate if Supplier is ISO certified. Yes or no is sufficient. If “yes”, identify the area(s) certified (e.g., services, manufacturing).

C. Financial Information

1. Total Annual Revenue

State Supplier’s total annual revenue and indicate the revenues associated with the provision of Service relevant to the proposal.

2. Dun and Bradstreet (“D&B”) Credit Report

Include Supplier’s current full D&B Business Report, if D&B issues reports on Supplier.

3. Annual Reports

Provide certified, audited financial statements (i.e., income statements, balance sheets, cash flow statements) for the most recent three years. (Any Supplier that has been in business for a shorter period of time is requested to submit any available certified, audited annual financial statements.) Agency may request copies of or access to current and historic annual reports. Agency reserves the right to access a Supplier’s publicly available financial information and to consider such information in its evaluation of such Supplier’s proposal.

4. Research and Development

State the percentage of Supplier’s total revenue invested in Research and Development, if applicable.

D. Future, Long-Term Vision and Strategic Plans

Provide information on Supplier’s future, long-term vision, and strategic plans as they relate to the direction of the proposed solution and describe a clear vision of how Supplier plans to support emerging technologies and industry standards.

E. Supplier Experience Level and Customer References

Supplier should have a demonstrable, proven record of providing Service similar to those defined in **Appendix J - Requirements** to customers of similar scope and complexity. Please provide three customer references, with contact names, email addresses, phone numbers, Solution descriptions, and dates implemented that Agency may use as a reference check in evaluating Supplier’s proposal. Agency will make such reasonable investigations as deemed proper and necessary to determine the ability of a Supplier to perform a resultant contract. These may include, but may not be limited to, reference checks

and interviews. The references should be from organizations where Supplier is providing (or has provided) Services that are similar in type and scope to those identified in **Appendix J - Requirements**.

Note: Supplier is to complete this table as part of the fulfillment of the **Prerequisite (s)** located in Appendix J - Requirements. Failure to complete will result in supplier's proposal being set aside and receiving no further consideration.

Question	Reference 1	Reference 2	Reference 3	Reference 4
Company Name				
Industry				
Scope of Services Provided (e.g., Design, Build, Post Implementation Support, etc.)				
Scope of Interfaces Provided [Note: Suppliers are strongly encouraged to include references that have interfaces which are similar in nature to Agency].				
Version of proposed Solution and modules Implemented				
Other Relevant Software Implemented, including version #s				
Initial Contract Size (\$)				
Initial "Go-Live" Date				
Actual Contract Size (\$) (or Actual Estimated, if in progress)				
Actual (if in progress, New Estimated "Go-Live" Date)				
Reason for project delay (if applicable)				
Number of Users				
Initial Project Start Date				
Actual Project Start Date				
Initial Project End Date				
Actual Project Completion Date (if in progress, state				

expected Completion Date)				
Contract Term				
# of Change Orders and scope of change orders				
Were Change Orders supplier or customer initiated?				
# of Subcontractors used for each project and breakout of job title (i.e. DBA, Architect, Developer)				
Contact Name and Title				
Contact Telephone Number				
Contact Address				
Contact E-mail				
Additional Comments or Notes on the Project				

F. Past Contracts

- a. List all contracts, accounts, projects, and/or engagements that were lost or cancelled in the past three (3) years and the reason for the loss and cancellation.
- b. Disclose any pending or expected litigation or any litigation to which the Supplier has been a party in the last three (3) years that may impact Supplier's ability to deliver the required services if a contract is awarded as a result of this RFP. Also indicate if any pending or

expected litigation is related to Supplier's proposed services or services that are similar to the solution proposed.

G. Performance Standards and Customer Satisfaction

1. Describe the methodology used to develop Supplier's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.
2. Indicate Supplier's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Please include any relevant publication ratings or articles.
3. Disclose any performance issues requiring escalation or requested corrective action by past or existing customers in the previous two years. Please explain in detail.

H. Governance and Compliance Management

Describe Supplier's management processes that ensure governance and compliance with all federally mandated laws and regulations used by the industry, and in provision of service offerings to Supplier's customers. Also, provide a detailed description on how Supplier will provide governance and compliance with any of Agency's or Authorized User's required security and data privacy requirements, or any other requirements specified in this RFP, that are not currently managed by Supplier, but that Supplier will be willing to do should an award be made to Supplier.

I. Disaster Recovery/Security Plan

Describe in detail Supplier's plans to mitigate against any disaster that would affect the ability to provide Agency with the proposed Service.

Agency reserves the right to seek additional information from Supplier regarding Supplier's security infrastructure including, facility and information technology security. This may include Supplier providing its plans of action for the following security incidents, as applicable to the RFP:

1. Interruption of service including denial of service attacks
2. Vulnerability incidents
3. Data loss or compromise
4. Insider attacks

J. Service and Support Management

a. Post Implementation and Account Management Plan

Provide a detailed description of the approach that Supplier would recommend to achieve maximum service levels within a minimal amount of time following service implementation.

b. Account Management Plan

Provide a detailed description of the approach that Supplier would take to manage the business and performance aspects of an awarded contract.

c. Project Team

Provide the resumes of all key members of the project team as outlined in the instructions and table below. The Supplier is required to provide the appropriate team size and skillset required for this engagement. For each role, indicate if the role is a Key Personnel position, the minimum number of years

of experience and any certifications required (e.g., PMP, MCSD). The below draft Supplier team composition can be used as a starting point. The Supplier will provide an updated team composition with the percentage each team member will be available to work on the project. Suppliers are expected to justify the need for each resource and what role they will play.

Role	Key Personnel (Y/N)	Years of Experience	Certifications	References Required (Y/N)
Technical Project Manager	Y	5	PMP	Y
Developer & Delivery Leads	Y	4	SF Dev 1/2	Y
Scrum Master	Y	5	PSM II	Y
System Architect	Y	5		Y
Security Architect (on demand, if needed)	Y	3		Y

1. Supplier is to provide their proposed staffing plan for the project, as part of their proposal submission, to include at a minimum: project role and description, name, years of experience, tenure with the company, if staff member will be remote or onsite, percent of working hours and length of time each resource is assigned to the project, and if the staff member is a leveraged resource (i.e. one that is shared amongst multiple clients, projects, or contracts) or a dedicated resource (i.e., one who's sole responsibility will be to the agency account and this resulting contract).
 - a. Supplier is also to provide the proposed agency staff assignments (i.e., agency roles and responsibilities) required for the project implementation as part of their proposal submission.
2. Supplier must specify any additional skillsets and/or resources it expects to be allocated to enable the delivery of the scope defined in this RFP. In the proposal, Supplier will specify Authorized User staff that will be required to assist with the project and the percentage each is required to work on the project.
2. Describe the level of access the proposed project team members have within the organization and the authority they have to commit resources to meet unexpected surges in activity and/or to respond to service issues.
3. As applicable, describe Supplier's vetting practices, including background checks, fingerprinting and citizenship verification, for employees and subcontractors who have access to Supplier's security infrastructure and any federal vetting requirements that Supplier currently complies with/has complied with. Also, describe how Supplier would comply with a customer's particular security vetting requirements.
4. Provide the time frame for the availability of project team members and the percentage of time these individuals are expected to be assigned to the Agency account. Agency may require a Supplier

to involve Agency in the selection and rotation of any key account team members assigned to Agency.

K. Service and Support Management

Please provide a synopsis or case study of results attributable to Supplier's commitment to high quality and increased operating efficiency. This is requested to demonstrate the added value Supplier can offer and indicate the typical on-going cost reductions and service efficiencies Agency could expect to realize.

VIII. SMALL BUSINESS (SWaM) SUBCONTRACTING PLAN

It is the policy of the Commonwealth to contribute to the establishment, preservation, and strengthening of small businesses and micro businesses, including those small or micro businesses owned by women, minorities, or service-disabled veterans; and to encourage their participation in Commonwealth procurement activities. Further, VDSS is committed to enabling a minimum of three percent (3%) participation by small businesses that are service-disabled veteran-owned businesses, as defined in Code §§ 2.2-2000.1 and 2.2-4310, when contracting for information technology goods and services. The Commonwealth encourages all Suppliers to provide for the participation of these small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Any business that is a small business, a small woman-owned business, a small minority-owned business, or a small service-disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1604, or a certified micro business as defined in Executive Order Number 35 (2019), is a “SWaM” business. No Supplier will be considered a SWaM business unless certified by the DSBSD by this RFP’s proposal due date and time. For information, go to: <http://www.sbsd.virginia.gov/>.

Please provide a Small Business Subcontracting Plan as set forth in **Appendix B**. Please state the amount of the overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract.

Describe in detail information on all mentor-protégé programs and participation that your firm is involved with.

Following contract award, Supplier(s) must submit a report including payments made to all subcontractors (including both SWaM-certified and non-SWaM certified subcontractors) in accordance with the “Small Business Procurement and Subcontracting Spend” section of the contract.

All amounts paid to SWaM-certified businesses are subject to monitoring and enforcement mechanisms. Failure to obtain the proposed participation percentages in accordance with the SWaM Subcontracting Plan may result in breach of the contract.

IX. PRICING INFORMATION

VDSS requests that each Supplier provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup details should be attached as appropriate. Any scheduled price change must be identified, and actual new prices and proposed effective dates must be stated.

Submit all pricing data in **Appendix D**.

Your pricing proposal must include all charges of any kind associated with the Solution. Pricing must include eVA fees. VDSS will not be liable for any fees or charges for the Solution that are not set forth in the Excel Pricing Submittal. Any attempt to add these fees to submitted pricing will not be considered.

You must be willing and able to successfully provide the Solution proposed for the prices given and to complete the project on a firm fixed-price or time-and-materials basis.

The pricing information supplied with your proposal must be valid until an award is made.

Consider putting any specific instruction in **Appendix D**. All one-time and recurring costs and any underlying assumptions on your proposal must be clearly, conspicuously and fully disclosed. The intent of the pricing matrix provided is to implement an acquisition process that is flexible and that supports VDSS's delivery requirements on an individual order basis. If you are proposing more than one (1) Solution type, you may also submit a bundled cost in addition to the separate individual Solution costs.

The "Supplier's Option" category is provided to allow Suppliers to submit additional pricing data/models if they desire.

Suppliers are encouraged to disclose pricing assumptions wherever possible. For example, if the unit price is based on a certain volume, that assumption should be indicated. Suppliers are also encouraged to clearly identify any discount targets/ranges available. Aggregate discounts for all the Commonwealth are requested.

X. VDSS STANDARD CONTRACT

Any agreement resulting from this RFP will be defined by a written contract, which becomes binding only when fully executed by both parties. A copy of VDSS's standard IT Solution contract is provided separately as **Exhibit A – VDSS Contract Template**.

During the initial evaluation and scoring of proposals, VDSS will not take into consideration any proposed redline changes identified by the proposed Contractor in the VDSS Service Contract Template.

Depending on the type of solution proposed, the Contract may need to address licensing or hosting issues.

In the event that Supplier is a software reseller, VDSS will consider the software publisher's license agreement language if the software publisher requires an End User License Agreement ("EULA"). In such case, Suppliers are advised that VDSS may require Supplier to obtain the software publisher's agreement to VDSS's License Agreement Addendum to the EULA in order to address terms and conditions in that EULA to which VDSS, as a government entity, by law or by policy, cannot agree.

If a Supplier's proposed Solution requires VDSS to execute a EULA, Supplier shall contact the SPOC, who will provide Supplier with VDSS's "License Agreement Addendum" terms.

VDSS's IT Solution Contract attached as Exhibit A, including Supplier's proposal response and any negotiated terms of the following Exhibits that are incorporated into the Contract, will provide the terms of any resulting contract and will be binding only when fully executed by VDSS and the awarded Supplier:

- Exhibit A – Requirements (Appendix J)
- Exhibit B – Pricing (Appendix D)
- Exhibit C – Implementation Statement of Work (SOW)
- Exhibit D – Certification Regarding Lobbying (Appendix C)
- Exhibit E – Small Business Subcontracting Plan (Appendix B)
- Exhibit F – SLAs (Appendix A)
- Exhibit G – Core Contractual Terms; eVA Terms, IRS Publication 1075 (incl. Exhibit 7)
- Exhibit H – Federally Required Provisions
- Exhibit I – Escrow Agreement
- Exhibit J – License Agreement Addendum
- Exhibit K – End User License Agreement (EULA)
- Exhibit L – Acceptable Use Policy (AUP)
- Exhibit M – Confidential and Proprietary Information Identification (Appendix H)
- Exhibit N – State Corporation Commission Form (Appendix E)
- Exhibit O – Federal Funding Accountability and Transparency Act (Appendix F)
- Exhibit P – Acronyms and Definitions

Include the completed table below in your response to this RFP:

No.	Issue:	Supplier's Response (Y & N)
1.	Do you agree that the contents of your response shall become a part of any contract that may be entered into as a result of this RFP?	
2.	Will you agree to begin measuring the service level upon execution of the Contract? (Appendix A and Exhibit C)	
3.	The contract will include performance standards, measurement criteria and significant corresponding financial remedies. Do you agree to include the Service Level Agreement for non-compliance as defined in Appendix A in the final contract?	
4.	Do you agree to include mutually agreed upon cost reduction factors and optional service offerings as identified in the Pricing (Appendix D), which may be periodically updated during the term of the contract?	
5.	Do you agree that all provisions of the VDSS Contract without modification are acceptable (Appendix A)?	
6.	Do you acknowledge that you will submit a Supplier Procurement and Subcontracting Plan stating whether or not and how you will be utilizing small businesses in your proposal? See Appendix B .	
7.	Supplier acknowledges that federal funds shall not be used to obtain any Service/Solution under a contract awarded, pursuant to this RFP, to any Supplier who appears on any excluded lists on the federal government's System for Award Management ("SAM") at https://www.sam.gov/SAM/ .	
8.	Do you affirm that your response meets the Prerequisite requirement listed in Appendix J ?	
9.	Do you affirm that your organization is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth according to Appendix E ?	
10.	Do you affirm that any anticipated partner or subcontractor that will provide Services/Solutions directly to the Commonwealth is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete an additional Appendix E for all anticipated partners or subcontractors and submit with its proposal.	
11.	Do you affirm that your organization and all affiliates are current with all sales tax obligations to the Commonwealth as of the due date of the proposals in response to this RFP?	
12.	Do you agree to accept the VITA "Mandatory Contract Terms" consisting of the: "Core Contractual Terms" "Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)"? The provisions of each are set forth at the following URL: https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/	

Appendix A – Service Level Agreements (SLAs)

See Separate Document.

Appendix B – Small Business Subcontracting Plan

This Appendix will become an Exhibit to the Contract.

Supplier must complete and submit a Small Business (“**SWaM**”) Subcontracting Plan using this template.

In order for a Supplier’s Small Business Subcontracting Plan to be awarded points for the SWaM Participation evaluation criterion, either Supplier or Supplier’s proposed subcontractor(s) must hold an active State of Virginia Department of Small Business and Supplier Diversity (“**DSBSD**”) SWaM certification prior to the due date and time for receipt of proposals. This includes small women, small minority, or service-disabled veteran-owned businesses when they have received DSBSD small business certification.

Supplier Name: _____

Preparer Name: _____ **Date:** _____

Instructions:

1. If Supplier is certified by DSBSD as a small business or as a micro business, complete only **Section A** of this form.

Suppliers that are DSBSD certified small or as a micro business will receive the maximum available points for the SWaM Participation evaluation criterion.

2. If Supplier is not a DSBSD certified small or micro business but plans to utilize DSBSD certified small or micro business subcontractor (s) in performing the requirements of the contract, complete **Section B** of this form.

For the Supplier to receive points for the SWAM Participation evaluation criterion, the Supplier shall state the amount of the overall spend utilization commitment percentage that will be directly with SWAM subcontractors in performing the Requirements of the contract. Points will be scaled based on commitment percentage amount.

3. If Supplier is not a DSBSD certified small or micro business and does not plan to utilize DSBSD certified small or micro business subcontractor(s) in performing the requirements of the contract, please so state:

Suppliers that are not certified small businesses and do not plan to use certified small business subcontractors will not receive any points for the SWAM Participation evaluation criterion.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity, provide your certification number and the date of certification. Supplier must include a copy of DSBSD certification with its proposal:

Certification number: _____ Certification Date: _____

Section B

Populate the table below to show Supplier's overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. This shall not exclude DSBSD-certified micro businesses or women, minority, or service-disabled veteran-owned businesses when they have received the DSBSD small business certification. Note: this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

SUPPLIERS MUST PROVIDE UTILIZATION COMMITMENT PERCENTAGES IN ORDER TO RECEIVE POINTS. IN CASE OF INCONSISTENCY OF LINE ITEM AND TOTAL, TOTAL WILL BE USED.

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

Small Business Name & Address DSBSD Designation and Certificate #	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement	Spend utilization commitment percentage
SWaM Total Commitment Percentage: Please state here the total spend commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract				

Appendix C – Certification Regarding Lobbying

This Appendix will become an Exhibit to the Contract

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Printed Name: _____

Organization: _____

Date: _____

Appendix D – Pricing

See Separate Document.

Appendix E – State Corporation Commission Form

This Appendix will become an Exhibit to the Contract.

The Offeror:

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

- OR -

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

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

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

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

Offeror's Name: _____

Address: _____

Signature: _____

Title: _____ **Date:** _____

Appendix F – Federal Funding and Accountability Transparency Act (FFATA) Form*This form must be completed, certified, and returned with the response to the RFP.***For VDSS Use Only – To be completed by Program Unit**

1. Federal Award Identifier Number (FAIN)	
2. Award Title	
3. CFDA	
4. Subaward Number	
To be completed by Supplier	
5. Supplier Legal Name	
6. Data Universal Numbering System (DUNS) number – 9 digits	
7. Are you registered in the System for Award Management (SAM)? If Yes, continue to question 8. If No, please go to question 9.	☐ Yes ☐ No
8. Is your registration in SAM current and active? If Yes, enter expiration date. If No, continue to question 9.	☐ Yes Expiration Date: _____ ☐ No
9. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If Yes, continue to question 10. If No, please go to question 12.	☐ Yes ☐ No
10. Does the public have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange	☐ Yes ☐ No

Commission total compensation filings at www.sec.gov/answers/execomp.htm.) If Yes, please go to question 12. If No, please continue to question 11.	
11. List the names and total compensation of the top five highly compensated officers. <i>Total Compensation is the cash and noncash dollar value earned by the executive during the preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans; change in pension value, etc. (for more information see 17 CFR 229.402 (c))</i> Note: State and local governments are exempt from reporting executive compensation.	Officer 1 Name: _____ Officer 1 Compensation: _____ Officer 2 Name: _____ Officer 2 Compensation: _____ Officer 3 Name: _____ Officer 3 Compensation: _____ Officer 4 Name: _____ Officer 4 Compensation: _____ Officer 5 Name: _____ Officer 5 Compensation: _____
12. Awardee Street Address 1	
13. Street Address 2	
14. City	
15. State	
16. Zip + 4	
17. Congressional District	
18. Place of Performance – primary site where the work will be performed (POP) Awardee Street Address 1	
19. POP Street Address 2	
20. POP City	
21. POP State	
22. POP Zip + 4	
23. POP Congressional District	

Dun & Bradstreet: <http://www.dnb.com/us/> | System for Award Management: <https://www.sam.gov>

I certify that the above Supplier information is correct, accurate, and will be maintained/updated as required to keep registration current.

Name

Title

Date

Appendix G – Security Assessment and Governance Map for Non-Premise Based Services (COV Ramp Assessment Form)

See Separate Document

Appendix H – COVRAMP Nondisclosure Agreement

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY
CLOUD OVERSIGHT SERVICES (COV RAMP)
NON-DISCLOSURE AGREEMENT**

This Agreement is made effective as of the _____ day of _____, _____, by and between the Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia (VITA or Commonwealth), and _____ (Contractor).

The Contractor desires to provide a solution for cloud services to the Commonwealth using its proprietary software/services solution named _____ (“the Solution”). The Commonwealth requires that a security assessment/audit of the Solution be conducted by VITA personnel to validate that the Solution fulfills and complies with certain security requirements (the “Purpose”). During the assessment, the Contractor will be exchanging, compiling and/or providing to the Commonwealth information that the Contractor considers confidential and proprietary information.

The Parties to this Agreement consider such confidential and proprietary information to be necessary and desirable for the Purpose.

This Agreement is being entered into by and between the Parties in order to protect the confidentiality and non-disclosure of Confidential Information by all employees and/or contractors assigned to this effort.

NOW, THEREFORE, the Parties agree as follows:

1. For the purposes of this Agreement, “Confidential Information” may include, but shall not be limited to, sales data and plans, marketing materials, products, operating procedures, correspondence, roadmaps, drawings, participant requirements or preferences specifications, technical information, services, and drawings. The receiving Party’s obligations extend to Confidential Information that is (i) disclosed or submitted and (ii) labeled or otherwise identified at the time of disclosure as or asserted to be Confidential Information, or (iii) due to the circumstances of disclosure or the nature of the information, should reasonably be considered Confidential Information. In order to make an effective assertion of confidentiality, the disclosing Party shall, at the time of disclosure, invoke an applicable Virginia Freedom of Information Act exemption or other provision of law requiring or authorizing confidentiality, specifically identify the information/items requiring protection, and state the reasons why protection is necessary.

A Party that discloses Confidential Information is referred to in this Agreement as a “disclosing Party” and a Party that receives Confidential Information is a “receiving Party.” Disclosing Party and receiving Party will collectively be known as the “Parties.”

2. The Confidential Information is confidential and proprietary to the disclosing Party, and the receiving Party shall:
 - (i) hold the Confidential Information in confidence;

- (ii) protect Confidential Information by using the same degree of care receiving Party uses to protect its own information of a like nature, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure, dissemination, or publication of the Confidential Information;
- (iii) not use the Confidential Information other than for the Purpose; and
- (iv) disclose it only to other employees or contractors with a need to know. The disclosure permitted by this subdivision is limited to VITA employees or contract workers already subject to confidentiality requirements, auditors (if required and their employer also signs a copy of this NDA), and the primary or backup ISO at another state agency that uses the Solution (if their employing agency also signs a copy of this NDA).

Except as required by law or judicial action, a Party that has received Confidential Information shall not disclose, publish or otherwise reveal such Confidential Information without prior notification to and/or written authorization by the disclosing Party.

A Party that is required by law or judicial action to disclose Confidential Information, unless prohibited by applicable law, shall promptly notify the disclosing Party of the requirement for disclosure, and reasonably assist the disclosing Party if the disclosing Party elects to seek a protective order to prevent or limit the requested disclosure.

3. Confidential Information shall not be duplicated by the receiving Party except for the Purpose.

Upon the request of the disclosing Party, the receiving Party shall certify destruction of all Confidential Information received, including copies, within five business (5) days of such request. If retention of a copy of the Confidential Information is required by applicable law, the receiving Party may do so, and such copy shall continue to be kept in accordance with this Agreement. Upon request, the receiving Party shall advise the disclosing Party in writing as to whether the receiving Party is required to retain the Confidential Information.

The receiving Party shall not, without prior written authorization of the disclosing Party, remove any Confidential Information in tangible form from the location where the Confidential Information is received and is used for the Purpose.

- 4. The obligations of the Parties under this Confidentiality Agreement shall be effective from the date of this Agreement or the date the contractor is assigned to the Project, whichever is earlier, until two (2) years from the date first entered herein below.**
- 5. Any obligation with respect to Confidential Information under this Agreement shall not apply to any information that is:**
 - i. Rightfully in receiving Party's possession prior to receipt from disclosing Party and was not acquired, directly or indirectly, from the other Party or from a third Party under a continuing obligation of confidentiality.
 - ii. Publicly known without the wrongful act or breach of this Agreement by the receiving Party;

- iii. Rightfully received by receiving Party from a third Party without breach of a duty of confidentiality;
 - iv. Independently developed by the receiving Party without use of the disclosing Party's Confidential Information;
 - v. Approved for release in writing by the disclosing Party;
 - vi. In the public domain through no fault of the receiving Party;
- 6. NO LICENSE:** As between the Parties, all Confidential Information will remain the exclusive property of disclosing Party. Except to the extent necessary for disclosure, retention, and use expressly permitted herein, no licenses or rights in any Confidential Information are granted or conferred.
- 7. GOVERNING LAW AND EQUITABLE RELIEF:** This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its choice of law provisions. Contractor consents to the exclusive jurisdiction of the courts of the Commonwealth of Virginia for any dispute arising out of or in connection with this Agreement. The Parties further agree that disclosure or use of Confidential Information in violation of this Agreement may cause irreparable harm to disclosing Party for which monetary damages alone would be inadequate and that the disclosing Party may seek injunctive relief and specific performance, in addition to any other rights and legal remedies which may be available.
- 8. BREACH OF AGREEMENT MAY RESULT IN DISMISSAL OR PERSONNEL ACTION:** Any third-Party contractor of the Commonwealth who is assigned to participate in the assessment/audit and is a Party to this Agreement will be immediately dismissed in the event of any breach or threatened breach of this Agreement by the third-Party contractor.
- 9. FINAL AGREEMENT:** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by authorized representatives of both Parties.
- 10. SEVERABILITY:** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms will remain in full force and effect as if such invalid or unenforceable term had never been included.
- 11. WAIVER:** Any failure to enforce any provision of this Agreement shall not constitute or be interpreted as a waiver thereof or of any other provision. Any waiver to be effective must be in writing signed by an authorized officer of the waiving Party.
- 12. PUBLICITY:** Except as required by law, the Parties agree not to discuss their participation in this undertaking. Should a FOIA request be received that seeks disclosure of this Agreement, the Parties acknowledge that this Agreement may not be withheld longer than is necessary to complete a pending contract and avoid jeopardizing the Commonwealth's bargaining position. See Va. Code §§ 2.2-3705.1(12) & 2.2-4342.
- 13. NOTICES:** Any notice required by this Agreement or given in connection with it or required by law, shall be in writing and shall be given to the appropriate Party by (i) personal delivery; (ii) certified mail, postage

prepaid; (iii) recognized overnight delivery services; or (iv) email to the Party email addresses listed below. A copy of any notice sent by a method other than email must also be sent by email. A notice is effective upon delivery.

If to the Commonwealth:

Debi Smith, Security Architecture Manager
Commonwealth Security & Risk Management
Virginia Information Technologies Agency
7325 Beaufont Springs Drive
Richmond, VA 23225
EnterpriseServices@vita.virginia.gov

with a copy to LegalNotices@vita.virginia.gov

If to the Contractor:

with a copy to

14. METHODS OF SIGNATURE: This Agreement may be executed in counterparts, each of which will be considered an original but all of which together will constitute one agreement. Any signature by electronic means shall be treated for all purposes as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date above.

**VIRGINIA INFORMATION
TECHNOLOGIES AGENCY:**

CONTRACTOR:

Printed Name of Authorized
VITA Representative

Printed Name of Authorized
Contractor Representative

Signature of Authorized
VITA Representative

Signature of Authorized
Contractor Representative

Date:

Date:

Appendix I – Confidential and Proprietary Information

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. 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.

☐ Check here, if your firm wishes to invoke the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of the proposal:

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

-OR-

☐ Check here, if no proprietary/confidential information is contained in your submission. Things to consider, include but are not limited to personal identifying information (such as full name, address, driver's license, email address), bank account information, financial records, etc.)

Offeror: _____

Signature:

Appendix J – Requirements

See Separate Document.

Appendix K –Current Records Layout

Current Demographic Detail Record from VaCMS as of 2024

This is provided as an example of the VaCMS Detail Record that will interface into the selected EBT processor system.

Field #	Position	Description	Length	Type	Data	Notes	Action Code 01
1	1-2	Record Type	2	X	"DT"		R
2	3-4	Action Code	2	X	"01" – Account Setup/Update		R
3	5-13	Case Number	9	X	Right justified.	Disaster Cases will have a prefix of "D09" followed by 6 digits. Legacy cases will be 2 spaces followed by 7-digit case number SEBT: Cases start with S as prefix S+12345678	R
4	14-15	Primary/Alternate Indicator	2	X	"01" – Primary Recipient (PR) "02" – Authorized Representative (VA)		R
5	16	Cardholder Benefit Access	1	X	"0" - No Access "1" - Food Stamps (FS)	Note: System allows an Authorized Representative to perform transactions even primary member has no card and no access to program – Existing VA rule	R
6	17-25	Social Security Number	9	X	Primary recipient's SSN (Alphanumeric)	Will always be populated with Primary's SSN or Primary's Pseudo-SSN	R
7	26-39	First Name	14	X	Left justified		R
8	40	Middle Initial	1	X	Left justified		O
9	41-60	Last Name	20	X	Left justified		R
10	61-63	Suffix	3	X	Left justified		O
11	64-70	Street Number	7	X	Left justified		O
12	71-72	Street Direction	2	X	Left justified		O
13	73-87	Street Name	15	X	Left justified		R
14	88-91	Street Suffix	4	X	Left justified		O
15	92-93	Street Direction 2	2	X	Left justified		O
16	94-100	Apartment Number	7	X	Left justified		O
17	101-120	Second Address Line	20	X	Left justified		O
18	121-138	City	18	X	Left justified		R

19	139-140	Commonwealth	2	X	Standard Postal Abbreviation		R
20	141-149	Zip Code	9	X	5 characters required		R
21	150-154	FIPS Code	5	X	FIPS Code	3 – County/City Code 2 – Location Code (This is for the caseworker's local office)	R
22	155-162	Primary Date of Birth	8	9	CCYYMMDD	In all cases this will be the Primary's DOB	R
23	163	Card Issuance Code	1	9	0- Do Not Issue Card 1- Mail Card		R
24	164	Homeless Indicator	1	X	Y- Homeless N– Not Homeless	Will Default to 'N' if no value is received	O
25	165	Language Indicator	1	X	1 = English 2 = Spanish 3 = Cambodian 4 = Vietnamese 5 = Farsi 6 = Haitian-Creole 7 = Laotian 8 = Chinese 9 = Korean O = Other A= Somali B = Kurdish C = Arabic F = French G = German J = Japanese		R
26	166	Restaurant Indicator(RI)	1	X	Valid Values: 'Y' – Have access 'N' – Does not have access	Applies for both Add & Change action code The Restaurant Indicator (RI) has the below valid values; the field will be required N or ' ' = Not Eligible (' ' meaning single space/blank value) Y = Eligible Note: State will always send 'N,' 'Y' or ' ' any other value will be rejected and will give an error code DT-22. RI will be at case level, both Primary and alternate cardholders	R

						should be able to perform transactions. RI will determine if the client is allowed to perform Food Stamp/SNAP transactions at FNA retailers with a Restaurant Business Type in the REDE File. When the necessary conditions are met and a cardholder with a Restaurant Indicator (RI) value of 'Y' performs a transaction at an FNA certified retailer with a valid "Restaurant" business type code "RE" on the REDE file, the transaction will be approved. The Restaurant Indicator (RI) field will be required. Note: There are currently zero VA retailers participating; though depending on the value set, recipients can transact at in-state (for participating merchants in the future) or out-of-state participating merchants. .	
27	167-176	Filler	10	X	For Future Use	EPPIC will Ignore	I
28	177-180	Response Code	4	X	Initialized by VDSS to '0000' Values in return file sent from EBT Vendor to VDSS 0000 – no errors DT01 – Invalid/Missing Detail Record DT02 – Invalid/Missing Action Code DT05 – Authorized Representative update attempted when there is no account in EPPIC for this case with a Primary Recipient attached to it DT06 – Invalid/Missing Case Number DT07 – Invalid/Missing Primary or Authorized representative Indicator DT08 – Invalid/Missing Cardholder Access Flag DT09 – Invalid/Missing SSN DT10 – Invalid/Missing First Name DT11 – Invalid/Missing Last Name DT12 – Invalid/Missing Street Name DT13 – Invalid/Missing City DT14 – Invalid/Missing Commonwealth DT15 – Invalid/Missing/Invalid Zip Code (will accept 5 numeric + 4 spaces or 9 numeric) DT16 – Invalid/Missing FIPS (Minimum 3 characters) DT17 – Invalid/Missing/Invalid Primary's DOB		R

					DT18 – Invalid/Missing/Invalid Card Issuance Code DT20 – Invalid/Missing/Invalid Language Indicator DT21 – Invalid/Missing Response Code DT22 – Invalid Benefit Type DT98 – Invalid Detail Record Length DT99 – Unspecified/Other Detail Record Error, Non-VDSS error, EBT Vendor generated error – EBT Vendor required to investigate and notify VDSS of cause of error and discuss methods to fix error	
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Benefit File Detail Record as of 2024

							Action Code		
Field #	Position	Description	Length	Type	Data	Notes	01	04	05
1	1-2	Record Type	2	X	"DT"		R	R	R
2	3-4	Action Code	2	X	"01"- Issuance/Up date "04" – Immediate Benefit "05" – Void Benefit		R	R	R
3	5-10	Benefit Type	6	X	"FSPA" "FSNPA" "SEBTC"		R	R	R
4	11-12	Credit/Debit Indicator	2	X	CR – Credit DB - Debit		R	R	R
5	13-21	Case Number	9	X	Right justified.	Disaster Cases will have a prefix of "D09" followed by 6 digits. Legacy cases will be 2 spaces followed by 7-digit case number SEBT: Cases start with S as prefix S+12345678	R	R	R
6	22-27	Benefit Amount	6	9(4)V99			R	R	R
7	28-35	Available Date	8	9	CCYYMMDD	May be current date, future date,	R	R	R

						or date in the past.			
8	36-43	Benefit Month	8	9	CCYYMMDD	Month when recipient is eligible for benefits. "Day = 01"	R	R	R
9	44-52	Issuance Number	9	X	Left Justified	VDSS will send a unique authorization number for each benefit issuance	R	R	R
10	53-57	FIPS Code	5	X	Left Justified		R	R	R
11	58-72	Filler	15	X	For Future Use		I	I	I
12	73-76	Reserved for EBT Vendor	4	X	Error Code description		R	R	R
13	77-80	Response Code	4	X	Initialized by VDSS to '0000' Values in return file sent from EBT Vendor to VDSS 0000 - No errors DT01 - Invalid/Missing Detail Record DT02 - Invalid/Missing Action Code DT03 - Benefit Issuance Number already exists DT06 - Invalid/Missing Benefit Type DT07 - Invalid/Missing Credit/Debit Indicator DT08 - Invalid/Missing Case Number DT09 - Invalid/Missing Benefit Amount DT10 - Invalid/Missing Availability Date DT11 - Invalid/Missing Benefit Period Date DT12 - Invalid/Missing Benefit Issuance Number DT13 - Invalid/Missing FIPS Codes DT14 - Invalid/Missing Response Code DT16 - Invalid Benefit Balance DT17 - Benefit already voided DT18 - Invalid Case Status DT98 - Invalid Detail Record Length				R

					DT99 - Unspecified/Other Detail Record Error DT99 - Unspecified/Other Detail Record Error, Non- VDSS error, EBT Vendor generated error - EBT Vendor required to investigate and notify VDSS of cause of error and discuss methods to fix error		
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Exhibit A – VDSS Contract Template

See Separate Document

Exhibit B – Implementation Statement of Work Template

See Separate Document