

## REQUEST FOR PROPOSAL (RFP)

Issue Date: November 19, 2009 RFP# 704V095

Title: Preventing Unintentional Injuries

Issuing Agency: Commonwealth of Virginia  
Virginia Department of Health  
Attention: Office of Purchasing and General Services  
109 Governor Street, 12<sup>th</sup> Floor, Suite 1214  
Richmond, Va 23219

Using Agency And/Or Location  
Where Work Will Be Performed: Virginia Department of Health  
Division of Injury and Violence Prevention  
109 Governor Street, 8<sup>th</sup> Floor  
Richmond, Va 23219

Period of Contract: January 1, 2010 through August 31, 2010.

**Sealed Proposals will be received until 3 P.M. on December 21, 2009 by the Virginia Department of Health's Office of Purchasing and General Services (OPGS) located at 109 Governor Street 12th Floor, Suite 1214, Richmond, VA. 23219.**

To be considered, all proposals must be received at this address on or before the date and hour stipulated.

Vendors should pay particular attention to ensure that the proposal is properly addressed. The state is not responsible if the proposal does not reach the specific destination by the appointed time. Proposals received after the date and hour designated are automatically disqualified and will not be considered. The official time used in the receipt of responses is that time on the clock or automatic time stamp machine in the Office of Purchasing and General Services.

The responses may be sent via US Mail to the address listed above as the "Issuing Agency", provided that it is submitted in adequate time to allow for delivery to the specific office location, 12 Floor, Suite 1214, 109 Governor Street, Richmond, Virginia 23219. Offerors are responsible for assuring timely receipt of the proposal at the specific office location and should make allowance for the possibility of an untoward event.

The safest way to insure the proposal response is delivered on time, to the location listed under "Issuing Agency", especially if it is submitted within the last seven (7) days prior to the due date, is to deliver it in person. The alternative is to use a commercial delivery service such as FEDEX or United Parcel Service.

**Contact the Office of Purchasing and General Services at 804-864-7526 to ensure your response to this solicitation has been received.**

All Inquiries For Program Information Should Be Directed To: Leonard Recupero at (804)864-7734 or email [Leonard.recupero@vdh.virginia.gov](mailto:Leonard.recupero@vdh.virginia.gov). All Other Inquiries Should be Directed To Carol Shelton Who May Be Reached By Calling (804) 864-7659 or email at [Carola.shelton@vdh.virginia.gov](mailto:Carola.shelton@vdh.virginia.gov) .



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- I. **PURPOSE:** The purpose of this Request for Proposal is to award contracts to organizations to implement and evaluate community-based projects that prevent unintentional poisonings, burns, fractures, drowning, suffocation, traumatic brain and spinal cord injuries among age groups most at risk. Only those projects that address the prevention of these types of injuries, the major age groups affected by these injuries, the leading issues associated with these age groups identified in the *Virginia Unintentional Injury Prevention Strategic Plan, 2008-2013* will be considered. The Virginia Department of Health is seeking proposals from communities where there is a high incidence of unintentional injury related hospitalizations or deaths. This Agency anticipates making multiple awards.
- II. **BACKGROUND:** The Virginia Department of Health, Division of Injury and Violence Prevention (DIVP), is pleased to announce a new funding opportunity. Approximately \$195,000 of the Preventive Health and Health Services Block Grant for fiscal year 2010 has been made available to support innovative and community-based unintentional injury prevention projects between January 1, 2010 and August 31, 2010.

According to the Division of Injury and Violence Prevention's Injury in Virginia 2007 report, injuries were the third leading cause of death for all Virginia residents, killing 3,965 individuals in 2007. Injury was the leading cause of death for Virginians between 1 and 40 years of age. Injury deaths accounted for the majority of all deaths among Virginia's children and adolescents. The majority of injury related deaths were from unintentional injuries. The health care costs associated with injuries is enormous. In 2007, over one billion dollars were billed by hospitals because of injury.

Unintentional injuries are often referred to as accidents. However, epidemiologic studies have shown that the causes of injuries are predictable and preventable and not randomly occurring. By examining injury patterns, we can identify groups at high risk from modifiable factors. Injuries are preventable by changing the environment, individual behavior, products, social norms, legislation and governmental and institutional policies to reduce or eliminate risks and increase protective factors. In addition to medical costs, the burden of an injury can greatly affect the individual, their family and society. Injuries can cause life-long disabilities, psychosocial affects, and can negatively impact a person's overall well-being.

Historically, DIVP has partnered with local organizations throughout Virginia to address injury prevention among high-risk groups in their local communities. Using funds from the Block Grant, we will select and fund projects that provide injury prevention programming to reduce unintentional poisonings, burns, suffocation, drowning, fractures, traumatic brain or spinal cord injuries that are addressed in the *Virginia Unintentional Injury Prevention Strategic Plan* and that focus on specific populations most at risk.

The Agency anticipates making multiple awards of up to \$15,000 for each project. Proposals are limited to organizations operating in Virginia. Offerors are encouraged to propose approaches or solutions that will result in best value.

- III. **STATEMENT OF NEEDS:** Offerors shall respond to this RFP with a project (s) designed to reduce unintentional injury related to one of the seven targeted injury areas stated in the *Virginia Unintentional Injury Prevention Strategic Plan, 2008-2013*. These are unintentional poisonings, burns, drowning, suffocation, traumatic brain, spinal cord, or fracture injuries. Offerors are asked to choose only one injury area and only one age and issue to address in their proposal. Offerors shall design their proposals around an evidenced based or promising practice intervention that is associated with the age and issue that they've selected. Offerors can submit more than one project proposal for any age/issue within any targeted injury area. Offerors shall include in their proposals how they plan to increase capacity within their organizations that lead to prolonged injury prevention activities in their communities. No awards will be given to support projects whose sole purpose is to raise awareness of services or to promote state lobbying efforts.

The seven specific target injury areas, ages, and issues follow. Please refer to the narrative section of the *Virginia Unintentional Injury Prevention Strategic Plan, 2008-2013*, to learn more about each injury area, ages, and issues. A copy of the Plan can be found on the Virginia Department of Health, Division of Injury and Violence Prevention's Strategic Plan Web page, [www.vahealth.org/injury/vipp/strategicplan.htm](http://www.vahealth.org/injury/vipp/strategicplan.htm). A list of useful sources for injury prevention research can be found in the Attachments section, Attachment D, Best Practices in Injury Prevention and Resources.

It is important to note that injuries from motor vehicle crashes are the leading cause of unintentional injury death in Virginia. However, there are other programs available that address the prevention of injuries or deaths related to motor vehicles. Therefore, motor vehicle related proposals are not being solicited for this community-based injury prevention program.

**Target Injury Areas, Ages, and Issues**  
*Virginia Unintentional Injury Prevention Strategic Plan, 2008-2013*

**Target Injury Area 1: Poisoning – Strategic Plan Pages 9-20**

Five year goal: Reduce the incidence of poisonings by 5 percent in the next five years.

|     |  |
|-----|--|
| A-1 | AGES: 1-4<br>ISSUE: Exposure to household products and medications.  |
| A-2 | AGES: 20-54<br>ISSUE: Misuse of medications, both over the counter and prescribed  |
| A-3 | AGES: 20-54<br>ISSUE: Misuse of household products and chemicals<br>RECOMMENDATIONS:   |
| A-4 | AGES: 65 and over<br>ISSUE: Medication misuse and interactions<br>RECOMMENDATIONS:   |
| A-5 | AGES: All<br>ISSUE: Lack of awareness and utilization of poison control center services  |
| A-6 | AGES: All<br>ISSUE: Carbon monoxide poisoning  |
| A-7 | AGES: All<br>ISSUE: Ensure effective, comprehensive poison control services throughout the state to improve patient outcomes and reduce unnecessary healthcare spending. |

**Target Injury Area 2: Burns - Strategic Plan Pages 21-32**

Five year goal: Reduce the incidence of hot object and substance burns by 5 percent in the next five years.

|     |   |
|-----|---|
| B-1 | AGES: 0-4<br>ISSUE: Thermal burns from scalding or hot object contact         |
| B-2 | AGES: 60 and over<br>ISSUE: Thermal burns from scalding or hot object contact |
| B-3 | AGES: All<br>ISSUE: Limited data to identify causes of burn injuries          |

**Target Injury Area 3: Asphyxiation – Suffocation – Strategic Plan Pages 33-45**

Five year goal: Reduce the incidence of asphyxiation from suffocation by 5% in the next five years

|      |  |
|------|--|
| ES-1 | AGES: 0-4<br>ISSUE: Sleeping practices   |
| ES-2 | AGES: 0-4<br>ISSUE: Food and toy choking hazards   |
| ES-3 | AGES: 0-4<br>ISSUE: Lack of parental or care-giver supervision, cultural beliefs and unrealistic growth and development expectations |
| ES-4 | AGES: 55 and over<br>ISSUE: Ill-fitting dentures   |
| ES-5 | AGES: 55 and over<br>ISSUE: Lack of knowledge regarding safe and nutritious foods  |
| ES-6 | AGES: 55 and over<br>ISSUE: Lack of CPR and first aid knowledge among seniors and care-givers  |

**Target Injury Area 4: Asphyxiation – Drowning – Strategic Plan Pages 46-58**

Five year goal: Reduce the incidence of asphyxiation from drowning by 5% in the next five years

|      |  |
|------|--|
| ED-1 | AGES: 0-4<br>ISSUE: Lack of parental supervision       |
| ED-2 | AGES: Teens<br>ISSUE: Natural bodies of water          |
| ED-3 | AGES: 20-54<br>ISSUE: Alcohol, natural bodies of water |
| ED-4 | AGES: 55 and over<br>ISSUE: Bathtub fall safety        |

**Target Injury Area 5: Traumatic Brain or Spinal Cord Injury – Strategic Plan Pages 59-78**

Five year goal: Reduce the incidence of traumatic brain and spinal cord injuries by 5% in the next five years.

|     |  |
|-----|--|
| D-1 | AGES: 0-4<br>ISSUE: Home-based falls   |
| D-2 | AGES: 35-65<br>ISSUE: Falls as a result of home maintenance                                |
| D-3 | AGES: 65 and over<br>ISSUE: Home-based falls   |
| D-4 | AGES: 5-19<br>ISSUE: Recreation sports and play  |
| D-5 | AGES: 25-44<br>ISSUE: Work-related injuries  |
| D-6 | AGES: 10-54<br>ISSUE: Other transport injuries (ATVs, watercraft, animals, tractors, etc.) |

**Target Injury Area 6: Fractures – Strategic Plan Pages 79-91**

Five year goal: Reduce the incidence of fractures by 5% in the next five years.

|     |  |
|-----|--|
| C-1 | AGES: 65 and over<br>ISSUE: Falls due to declining physical abilities      |
| C-2 | AGES: 35-64<br>ISSUE: Undetermined risk factors of falls in this age group |

**General Requirements for Proposals:**

Offerors need to include in their proposals the type of intervention planned (individual, group, outreach, community-level, health communication/public information, or combination of interventions) and rationale for the intervention and activities associated with the recommendations of that particular age/issue. The types of interventions mentioned are defined in Section XI. Attachments: Attachment B.

Proposals should include how the Offeror will: 1) increase awareness of identified injury and injury risk, and 2) increase capacity and intent of local agencies and individuals to engage in injury prevention that leads to behavioral and environmental changes and adoption of the Plan’s recommendations. The project proposal should also clearly explain what the outcome (s) of the project will be and how it will be evaluated to determine if the stated outcome (s) was achieved.

For examples of projects previously funded by VDH, visit the Division of Injury and Violence Prevention’s Community Injury Prevention Web page, <http://www.vahealth.org/Injury/community/index.htm>. Electronic copies of the referenced attachments and the budget form are available in Word format from the Community Injury Prevention page, <http://www.vahealth.org/Injury/community/index.htm>, or by contacting Leonard Recupero at [Leonard.recupero@vdh.virginia.gov](mailto:Leonard.recupero@vdh.virginia.gov) or (804) 864-7734.

#### IV. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:**

##### A. General Requirements

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. ONE (1) original and six (6) copies of the proposal shall be submitted to:

Virginia Department of Health  
Office of Purchasing and General Services  
109 Governor Street, 12<sup>th</sup> Floor, Suite 1214  
Richmond, VA 23219  
Attn: Purchasing and general Services

No other distribution of the proposal shall be made by the offeror.

#### **LATE PROPOSALS WILL NOT BE ACCEPTED.**

##### 2. Proposal Preparation:

- a. Proposal shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise, clear description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite or indicate the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance

with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Virginia Department of Health. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing state agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Requirements: Proposals should be as thorough and detailed as possible so that the Virginia Department of Health (VDH) may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of the RFP Cover Sheet and all addenda, if any, signed and completed as required.
2. A written narrative statement to include:
  - a. Abstract - The abstract will summarize the Contractor's portfolio. Include a brief summary of the project, the approximate percentage of time to be spent on the project, the projected contact or presentation hours for the project, and the approximate budget information. Reference the target injury area (poisonings, burns, suffocation, drowning, fractures, spinal cord injury, and traumatic brain injury), age and issue, and recommendation (s) that forms the basis of your project proposal in the Abstract.
  - b. Organization description
    - 1) Brief summary of the Offeror's organization and its services.
    - 2) Description of the provider's geographical service area
    - 3) Summary of its experience in implementing community-based prevention programming and services.
    - 4) Qualifications of staff or volunteers that provide prevention programming and services.
    - 5) Organizational chart
3. Project portfolio
  - a. Title of project - Assign a title that lists the targeted injury area and the age and issue that the project addresses.
  - b. Project description - The project description should fully explain the project plan and implementation procedures. For projects requiring the use of a standardized intervention, the Offeror must state the name of the intervention and indicate if the intervention has sustained a rigorous evaluation process and would be describes as a "best" or "promising" practice. Provide documentation to that effect. In addition, the Offeror should submit an Injury Prevention Intervention Table that details the type, content, frequency, duration and rationale for interventions selected for their project. A sample table is included in Section IX Attachments: Attachment C.
  - c. Target Community - State the method, such as a community needs assessment, by which the target audience was determined.
  - d. Indicate total estimated number of children (0-19), adults (20-64), older adults (65+), and families

that will be impacted by the project.

- e. Indicate total number of presentations, number of home visits, etc. that you plan to reach or conduct as part of your project. Include number of safety devices and educational material you will install or distribute.
  - f. Outcomes and Objectives of the project:
    - (1) Provide a table of the outcome(s) and related objective(s). (A sample format for the table is provided in the Section IX Attachments, Attachment C)
    - (2) State the measurable objectives of the intended project. Each project will have at least one corresponding process and one outcome objective. Each objective should be specific, achievable, time-bound and measurable through quantitative and/or qualitative means.
    - (3) Indicate how you will evaluate desired project outcome(s) and objectives.
4. Work Plan - A detailed work plan that indicates how you intend to implement, manage, collect reportable data, and evaluate the project. Include a detailed task list that assigns a start and completion date, a responsible person and a way to measure the completion of each required activity listed. Incorporate in your work plan the required progress report deadlines and submission of monthly invoice reimbursement requests that reflect your approved budget.
- Include in your work plan how you intend to implement and evaluate capacity-building activities that improve or expand your organization's ability to implement, promote, or share injury prevention activities and resources. It should include your plan to reach a level of self-sustainability for injury prevention by developing infrastructure, enhancing program sustainability, and fostering problem-solving capabilities within your organization.
5. Letters of Support/Collaborations
- a. Any project(s) that depends on another agency or non-staff individual for completion must include a current cooperative agreement with that agency or individual.
  - b. This agreement must describe the purpose of the cooperation, outline specific procedures to be followed, resources to be shared, services to be offered, etc. by each party.
6. Training - Provide information on planned staff and volunteer development or training activities associated with your project.
7. Proposed budget
- a) Offerors can apply for any monetary amount up to \$15,000. This is a reimbursable grant. Project expenditures including start-up costs and the purchase of supplies are to be paid by the Contractor upfront. Please note that food items (e.g. meals, snacks) are NOT reimbursable.
  - b) Submit an Injury Prevention Budget using the template Attachment A. An electronic copy in Word format is available at <http://www.vahealth.org/Injury/community/index.htm>, Community Injury Prevention.
  - c) Provide a narrative plan for sustaining the project(s) at the end of the VDH grant period.
  - d) Include local travel costs to implement project.
  - e) Include any equipment necessary for your project.
  - f) Include cost to conduct participant/volunteer recruitment campaign in target area(s).

V. **EVALUATION AND AWARD CRITERIA:**

- A. **Evaluation Criteria:** Proposals shall be evaluated by the Virginia Department of Health using the following criteria:

| <b>CRITERIA</b>  | <b>WEIGHTS</b> |
|--|----------------|
| Qualifications and experience providing prevention education or services.        | 10%            |
| Demonstrated need for a prevention project in high risk community.               | 15%            |
| Appropriateness and clarity of the project(s) in the portfolio                   | 20%            |
| Appropriateness of goals and objectives as related to the project(s) description | 20%            |
| Adequacy of the work plan to meet the goals and objectives                       | 20%            |
| Reasonableness of budget and fiscal management                                   | 10%            |
| Sustainability   | 5%             |
|  |                |

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

VI. **REPORTING AND DELIVERY INSTRUCTIONS:**

THIS AREA IS NOT APPLICABLE TO THIS PROPOSAL.

VII. **PRE-PROPOSAL CONFERENCE:**

THIS AREA IS NOT APPLICABLE TO THIS PROPOSAL.

VIII. **GENERAL TERMS AND CONDITIONS:**

- A. **VENDOR'S MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps) under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of contract or any contractual dispute using Alternate Dispute Resolution (ADR) procedures (*Code of Virginia 2.2-4366*). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. ANTI-DISCRIMINATION: By submitting and signing their proposal, the offeror certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.

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

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

1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. PAYMENT:
1. To Prime Contractor:
    - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships and corporations).
    - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
    - c. All goods or services provided under this contract or purchase order that are to be paid for with public funds shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
    - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
    - e. Under certain emergency procurements and for most time and effort purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor in writing as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within (30) thirty days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges, which are not in dispute (*Code of Virginia 2.2-4363*).
  2. To Subcontractors:
    - a. A Contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractors(s) under the Contractor; or
      - (2) To notify the agency and the subcontractors(s) in writing of the Contractor's intention to withhold payment and the reason.
    - b. The Contractor is obligated to pay the subcontractors(s) interest at the rate of one percent per month

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

3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. PRECEDENCE OF TERMS: The following; General Terms and Conditions, Vendors Manual, Applicable Laws and Courts, Anti-discrimination, Ethics in Public Contracting, Immigration Reform and Control Act of 1986, Debarment Status, Antitrust, Mandatory Use of State Form and Terms and Conditions, Clarification of Terms, Payment shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specification.
- N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Virginia Department of Health may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the

correct number of units independently; or

- c. By ordering the Contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Vendor's Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.
- Q. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Worker's compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence. (If motor vehicle is to be used in the contract.)
5. Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) - \$2,000,000 per occurrence, \$3,000,000 aggregate This complies with 8.01 – 581.15 of the *Code of Virginia*.

Minimum Insurance Requirements apply **ONLY** to contractors who will perform work or service in or on a state facility.

- R. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of this contract over \$50,000.00 as a result of this solicitation, the Purchasing Agency will publicly post such notice at the DGS/DPS eVA web site ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

- S. DRUG FREE WORKPLACE: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

- T. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability or faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternate provider.

- U. eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
  - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order
  - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

- V. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- W. SET-ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FOR SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women and minority-owned businesses are also considered small businesses when they have received DMBE small business certification. Small businesses must be certified by DMBE not later than the solicitation due date.
- X. BID PRICE CURRENCY: Unless otherwise stated in this solicitation, Offerors shall state offer prices in US dollars.

**IX. SPECIAL TERMS AND CONDITIONS:**

- A. AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. OFFEROR ACCEPTANCE PERIOD: Any bid in response to this solicitation shall be valid for 90 days. At the end of the **90** days, the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- C. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon **30** days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. SMALL, WOMEN, AND MINORITY-OWNED BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:
- a. It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential offerors are required to submit a Small Business Subcontracting Plan. Unless the offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No offeror or subcontractor shall be considered a Small Business, a Women-Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.
  - b. Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a QUARTELY basis evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned) and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. The agency reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.
  - c. Each prime contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a QUARTERLY basis, information on use of subcontractors that are not DMBE-certified small businesses. When such business has been subcontracted to these firms and upon completion of the

contract, the contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided

- E. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors, that he may utilize, using his best skills and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- F. CONTINUITY OF SERVICES:
- A. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees-
    - 1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - 2. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - 3. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - B. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  - C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
- G. RENEWAL OF CONTRACT: This area is not applicable to this proposal. There will be no renewals.
- H. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the Purchasing Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractors(s) and shall assure compliance with all requirements of the contract.
- I. NOTIFICATION OF POSITIONS VACATED AND FILLED: The Contractor shall promptly notify the Virginia Department of Health whenever contract funded positions are vacated and must notify the Department when such positions are filled.
- J. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement

- K. INDEPENDENT CONTRACTOR: When providing the services specified under this contract the Contractor shall not be deemed an “employee” or “agent” of the Virginia Department of Health. The Contractor shall act as an independent Contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements, which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of the Virginia Department of Health.
- L. IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

|                                       |   |                  |
|---------------------------------------|---|------------------|
| From: _____                           | <u>December 21, 2009</u>                                      | <u>3:00 p.m.</u> |
| Name of Offeror                       | Due Date  | Time             |
| _____                                 | <u>704V095</u>  |                  |
| Street                                | RFP Number  |                  |
| _____                                 | <u>Preventing Unintentional Injuries</u>                      |                  |
| City, State, Zip Code                 | RFP Title   |                  |
| Name of Division To Receive Proposals | <u>Purchasing and General Services, 12<sup>th</sup> floor</u> |                  |

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

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

**LATE PROPOSALS:** To be considered for selection, proposed must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The Virginia Department of Health is not responsible for delays in the delivery of mail by the U.S. Postal Services, private couriers, or Virginia Department of Health’s mail system. Refer to the front page of this Request for Proposal for mail or hand delivery instructions.

- M. TREATMENT OF PROPERTY AND EQUIPMENT: If the Virginia Department of Health permits the Contractor to purchase real property or equipment with grant funds, the Purchasing Agency retains a residual financial interest, enabling the Purchasing Agency to recover the assets or determine final disposition. This will be accomplished on a case-by-case basis, according to the federal grant guidelines applicable to the grant that is funding the service(s).
- N. OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of this agency. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the agency to evidence the agency’s sole ownership of specifically identified intellectual property created or developed in the performance of this contract.
- O. OWNERSHIP, PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Contractor agrees that proprietary information disclosed by the Virginia Department of Health to the Contractor for the purpose of a Contract shall be held in confidence and used only in the performance of the contract. No item designed for or by the Department shall be duplicated or furnished to others without prior written consent of the Department. All products and materials including but not limited to papers, data, reports, forms, records, materials, creations, or inventions relating to this contract are sole and exclusive property of the Department

of Health. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

- P. **ACKNOWLEDGEMENT OF PUBLICATION:** The Contractor agrees that all reports, forms, papers, articles, materials, creations, or inventions created, developed and used as a result of funds from a contract as a result of this Request For Proposal shall bear an acknowledgement showing the item was funded (in part or whole) by the Virginia Department of Health and any grant/cooperative agreement that the Virginia Department of Health may have with other state or Federal agencies. All materials and acknowledgement shall be reviewed and approved by the Department prior to publication.
- Q. **eVA Business-To-Government Contracts and Orders:** It is anticipated that the contract may result in multiple purchase orders (i.e., one for each reporting period of the contract) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
  - b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
    - (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
    - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

Internet electronic procurement solution, website portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

- R. **CONTRACT ADMINISTRATION:** Any contract (s) resulting from this solicitation will be administered by Leonard Recupero, (804)864-7734 email [leonard.recupero@vdh.virginia.gov](mailto:leonard.recupero@vdh.virginia.gov).

X. **METHOD OF PAYMENT:**

The Department shall compensate the Contractor based on the budget supplied and negotiated. This includes costs of Contractor's operations as agreed to in the scope of services, work plan, and budget.

Payment(s) shall be made upon receipt and approval of the Department of any required reports for services performed under the terms of this Request for Proposal and invoices and acceptable supporting documentation from the Contractor. The reimbursement for services shall be based on the budget and on compliance with activities described in the work plan submitted by the Contractor and approved by the Department. The invoices, with supporting documentation acceptable to the Department, shall include a report of expenditures that are itemized by budgeted line item with expenditures per budget category. To be reimbursable, expenditures must adhere to the requirements detailed in the Commonwealth Accounting Policy and Procedure (CAPP) Manual which may be viewed at [http://www.doa.virginia.gov/Admin\\_Services/CAPP/CAPP\\_Main.cfm](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Main.cfm), and, if applicable, in compliance with all federal guidance for the funding provided under this Request for Proposal.

Supporting documentation shall include item level description of the purchase. Additional supporting documentation requirements are as follows. If applicable:

All Expenditures: a report from the Contractor's financial management information system must be provided.

Personnel: payroll reports from the Contractor's financial management information system must be provided.

Travel: specific explanations of what expenditures (meals, air fare, etc.) were made, name of the traveler, dates of travel, and any other pertinent information. Expenditures for travel must adhere to the Commonwealth's limitations.

Contractual: specific explanations of what expenditures were made, to whom the payment was made, date(s) of payment, and any other relevant information.

Supplies, Miscellaneous, and Other: listing of the specific items and/or goods for which payment was made.

Telephone/Mobile: if possible, a copy of the top page of the phone bill related to the request for reimbursement should be provided. If this is not possible, such as in cases where these charges are centrally allocated, an explanation of the charges must be provided.

Payments shall be made in monthly increments to the Contractor subject to receipt by the Department of all required reports for services performed under the terms of this proposal.

During the final period (month), the Contractor may be required to notify the Department of the estimated amount of expenditures for that period. Within thirty (30) days after the end date of the budget period, the Contractor shall submit to the Department a final invoice with acceptable supporting documentation. If the estimated invoice exceeds that final invoice, the Contractor will return the unspent funds, as well as any interest earned on those funds, to the Department at the time the final invoice and supporting documentation is submitted to the Department. The Contractor shall not maintain cash on hand under this agreement.

Invoices, reports, and supporting documentation shall be submitted to:

Virginia Department of Health  
Division of Injury and Violence Prevention  
ATTN: Leonard Recupero  
PO Box 2448, 8<sup>th</sup> Floor  
Richmond, Virginia 23218

Failure of the Contractor to submit reports, invoices, and acceptable supporting documentation within the prescribed time frame may forfeit Contractor's right to payment from the Department.

## **XI. ATTACHMENTS**

Electronic copies of the required attachments are available online at [www.vahealth.org/injury](http://www.vahealth.org/injury), Community Injury Prevention or by contacting Leonard Recupero at [Leonard.recupero@vdh.virginia.gov](mailto:Leonard.recupero@vdh.virginia.gov) or (804) 864-7734.

- A. Budget Template and Guidelines
- B. Intervention Table
- C. Project Outcomes and Evaluation Table
- D. Best Practices in Injury Prevention and Resources

## Budget Template and Guidelines

### Budget Breakdown and Justification

#### SALARY and WAGES

List salaries for all personnel positions funded under this grant. Include any in-kind support. For each position, provide the information below.

Annual Percentage Amount: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Annual Salary: \_\_\_\_\_  
Percentage of effort requested: \_\_\_\_\_  
Job description and responsibilities: \_\_\_\_\_

TOTAL SALARY REQUESTED: \$ \_\_\_\_\_

#### FRINGE BENEFITS

Please list for all personnel positions funded under this grant. Fringe benefits are usually applicable to direct salaries and wages. Provide information on the rate of fringe benefits used and the basis for their calculation. If a fringe benefit rate is not used, itemize how the fringe benefit amount is computed. For each position, provide the information below.

Title: \_\_\_\_\_  
Salary base x benefit rate= fringe \_\_\_\_\_

TOTAL FRINGE BENEFITS REQUESTED: \$ \_\_\_\_\_

#### CONSULTANT

Please list any *individuals* hired to give professional advice or services for a fee but not as an employee of the hiring party. For each consultant, provide the information below.

Name: \_\_\_\_\_  
Organizational Affiliation: \_\_\_\_\_  
No. of Days of Consultation: \_\_\_\_\_  
Expected Rate of Compensation per Day: \_\_\_\_\_  
Travel: \_\_\_\_\_  
Per Diem: \_\_\_\_\_  
Other related expenses (please identify): \_\_\_\_\_  
Justification for consulting costs and description of duties: \_\_\_\_\_

TOTAL CONSULTANT COSTS REQUESTED: \$ \_\_\_\_\_

#### EQUIPMENT

Please list each item of equipment separately and provide the cost of each item. Give justification for each item of equipment by relating it to program objectives. For each item of equipment, provide the information below.

Item: \_\_\_\_\_  
Cost: \_\_\_\_\_  
Justification: \_\_\_\_\_

TOTAL EQUIPMENT REQUESTED: \$ \_\_\_\_\_

**SUPPLIES**

It is recommended when training materials are kept on hand as a supply item, that they be included in the "Supplies" category. When training materials (e.g., pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized and shown in the "Other" category. If appropriate, General Office Supplies (e.g., pens, pencils, paper, etc.) may be shown by an estimated amount per month times the number of months in the budget category. As per Virginia Department of Health policy, food items (e.g. meals, snacks, beverages) are NOT reimbursable under this grant opportunity and will not be considered an approved expense.

Please list all types of supplies here. Other supplies include office, postage, photocopying, promotional, etc. When possible, provide unit cost and quantity. If not possible, provide details as to how the dollar amount was calculated. Please give as much detail and cost justification for the items as possible. For each type of supply, provide the information below.

Type of supply: \_\_\_\_\_  
Unit Cost: \_\_\_\_\_  
No. Needed: \_\_\_\_\_  
Total: \_\_\_\_\_

TOTAL SUPPLIES REQUESTED: \$ \_\_\_\_\_

**LOCAL TRAVEL**

Dollars requested in the travel category should be for staff travel only. Travel for consultants should be in the consultant category. Travel for other participants, advisory committees, review panels, etc. should be itemized in the same way specified below or and placed in the "Other" category. The reimbursable rate for mileage is .55 per mile.

Estimated Mileage

Traveler (s): \_\_\_\_\_  
Position (s): \_\_\_\_\_  
Number of Miles: \_\_\_\_\_  
Subtotal: \_\_\_\_\_

TOTAL TRAVEL FUNDS REQUESTED: \$ \_\_\_\_\_

**OTHER**

This section includes all items not included in the previous categories, such as printing, telephone, storage (verify that this is for the project only), training materials, etc. (NOTE: All costs associated with training activities should be placed in the "Other" category)

Please list all "other" information. If possible, list dollar amount, unit cost, quantity, and cost justification for each item. If not possible, provide details as to how dollar amount was calculated.

Examples:  
Printing  
(\$ \_\_\_\_\_ per X \_\_\_\_\_ documents)= \$ \_\_\_\_\_

Telephone  
(charges \$ \_\_\_\_\_ per month X \_\_\_\_\_ months)= \$ \_\_\_\_\_

Storage (clarify that this is for this project only)  
(charge \$ \_\_\_\_\_ per month X \_\_\_\_\_ months)= \$ \_\_\_\_\_

TOTAL OTHER FUNDS REQUESTED: \$ \_\_\_\_\_

**BUDGET SUMMARY**

| <b><u>Category</u></b>      | <b><u>In-Kind (if<br/>any)</u></b> | <b><u>Requested<br/>Amount</u></b> | <b><u>Total Planned<br/>Expenditure</u></b> |
|-----------------------------|------------------------------------|------------------------------------|---|
| <b>Salary and<br/>Wages</b> |                                    |                                    |   |
| <b>Fringe</b>               |                                    |                                    |   |
| <b>Consultant</b>           |                                    |                                    |   |
| <b>Equipment</b>            |                                    |                                    |   |
| <b>Supplies</b>             |                                    |                                    |   |
| <b>Travel</b>               |                                    |                                    |   |
| <b>Other</b>                |                                    |                                    |   |
| <b>Total</b>                |                                    |                                    |   |

In the In-Kind column, please indicate additional funding that will be used to support the project(s) in the portfolio.

Intervention Table

|                                       |   |
|---------------------------------------|---|
| Name of Prevention Intervention       | (Name of Project)   |
| Type of Intervention                  | (Individual-level, Group-level, Outreach, Health Communications, Community-level)   |
| Intervention Content                  | (List activities/approaches/techniques/skills/concepts/materials, etc. that details the selected intervention)  |
| Frequency of Intervention             | (One-time event, Recurring Event)   |
| Duration of Intervention              | (Brief: <30 minutes, Extended: >30 minutes)   |
| Rationale for Prevention Intervention | *Why did you choose this intervention for your prevention project?<br>* Have you used the intervention in different projects? If so, how was it evaluated and what were the results of the evaluation?<br>* How was the intervention developed? Who was responsible?<br>* Was the intervention developed by applying behavioral or social science theory? |

**Types of Interventions**

For purposes of this RFP, Offerors are asked to identify and explain the type of intervention planned. The types of interventions include the following.

Individual-Level Intervention (ILI)

A multi-session individual education or risk reduction activity designed to change behavior and to build skills.

Group-Level Intervention (GLI)

A multi-session education or risk reduction group activity that leads to behavior change. Group-level interventions use peer and non-peer models involving a wide-grange of skills, information, education and support.

Outreach

Interventions generally conducted by peer or non-peer educators face-to-face with high-risk individuals in the clients' neighborhoods or other areas where clients' typically congregate.

Health Communications

The delivery of planned prevention messages through one or more channels to target audiences, to build general support for safe behavior, support personal risk-reduction efforts, and/or inform persons at risk how to obtain specific services. Health communications can include use of the following:

**Electronic Media:** Means by which information is electronically conveyed to large groups of people; includes radio, television, public service announcements, news broadcasts, infomercials, etc., which reach a large scale (e.g., city-, region-, or statewide) audience.

**Print Media:** These formats also reach a large-scale or nationwide audience; includes any printed material, such as newspapers, magazines, pamphlets, and “environmental media” such as billboards and transportation signage.

**Hotline:** Telephone service (local or toll-free) offering up-to-date information and referral to local services, e.g., counseling/testing and support groups.

**Clearinghouse:** Interactive electronic outreach systems using telephones, mail, and the internet/Worldwide Web to provide a responsive information service to the general public as well as high-risk populations.

**Presentations/Lectures:** These are information-only activities conducted in group settings; often called “one-shot” education interventions.

#### Community-Level Intervention (CLI)

Community-Level Interventions are interventions that seek to improve the risk conditions and behaviors in a community through a focus on the community as a whole, rather than by intervening with individuals or small groups. This is often done by attempting to alter social norms, policies, or characteristics of the environment. Examples of CLI include community mobilizations, social marketing campaigns, community-wide events, policy interventions, and environmental interventions.

Injury Prevention Project  
Project Outcomes and Evaluation  
Sample Table Format

| <b>Project Outcome and Objectives</b>   | <b>Evaluation Method</b> |
|---|--------------------------|
| <p>Project Outcome (s):</p> <p><i>(What are the benefits or changes for individuals or populations during or after participating in program activities?)</i></p> <p><i>E.g. Seniors store and use medication safely.</i></p>  |                          |
| <p>Process Objectives:</p> <p><i>(Process objectives represent a planned strategy or activity to achieve the desired outcomes.)</i></p> <p><i>Agency A will coordinate x number of group-level presentations on poisoning due to medications to x number of seniors by x date.</i></p>            |                          |
| <p>Outcome Objectives:</p> <p><i>(Usually represents a desired, meaningful change in knowledge, attitudes or behavior for the targeted audience)</i></p> <p><i>E.g. By the end of the project, x percent of program participants will have reported storing and using medications safely.</i></p> |                          |

## **BEST PRACTICES IN INJURY PREVENTION & RESOURCES**

Research tells us that injuries are preventable by changing the environment, individual behavior, products, social norms, legislation and governmental and institutional policies to reduce or eliminate risks and increase protective factors. In addition to following safety tips that can reduce risk of injury, there are some best practices in injury prevention that have been identified based on the best available evidence. The Virginia Department of Health, Division of Injury and Violence Prevention supports best or promising practice local community-based injury prevention projects every year. Some of these projects are listed on the Division's Web page [www.vahealth.org/civp/community/index.asp](http://www.vahealth.org/civp/community/index.asp). These projects are highlighted because of their successful strategies in reducing risky behavior in their communities, developing working partnerships with other community leaders, and finding low-cost means to reduce preventable injuries.

When considering implementing a prevention program in your community, research best practice or promising practice programs that have been tested for effectiveness.

### **1. Harborview Injury Prevention and Research Center Best Practices Overview**

<http://depts.washington.edu/hiprc/practices/index.html>

This project include reviews of studies that have been evaluated using some type of comparison group and measure specific outcomes using injury indicators like deaths, hospitalizations and or observed behavior change. Studies that measure changes in attitudes, beliefs, self-reported, behaviors or knowledge are excluded from the review.

### **2. The Cochrane Library Reviews (109 reviews on injuries)**

[http://www.mrw.interscience.wiley.com/cochrane/cochrane\\_clsystrev\\_subjects\\_fs.html](http://www.mrw.interscience.wiley.com/cochrane/cochrane_clsystrev_subjects_fs.html)

The Cochrane Library is a collection of databases and systematic reviews that contain high-quality, independent evidence that can inform healthcare decision-making.

### **3. EuroSafe - Child Safety Good Practice Guide**

<http://www.eurosafe.eu.com/csi/eurosafe2006.nsf/wwwVwContent/13chilsafetygoodpracticeguide.htm>

The guide provides injury stakeholders with evidence-based strategy options that address child injury within the areas of education, environment and enforcement. It also has selection of case studies that illustrate programs in Europe that have applied these strategies and lessons learned for their application.

### **4. The Injury Prevention Journal**

<http://ip.bmj.com/>

This is an international journal dedicated to injury prevention and includes peer-reviewed articles that focus on injury for all ages. Furthermore, Injury Prevention regularly includes a 'News and Note' section and many other special features: program reports, guest editorials, commentaries, fillers, book reviews, and letters.

### **5. CDC's National Center for Injury Prevention and Control**

<http://www.cdc.gov/ncipc/pub-res/pubs.htm>

The CDC's National Center for Injury Prevention and Control is the lead National agency in the United States for injury prevention. This Center monitors trends in injury in the United States, conducts research and evaluates prevention programs in collaboration with national, state, and local organizations; state and local health departments; and research institutions.

### **6. SafetyLit**

<http://www.safetylit.org/>

*SafetyLit* is an injury research weekly update service that provides abstracts of English language research articles and reports on injury prevention from a variety of disciplines that are relevant to preventing unintentional injuries, violence, and self-harm. *SafetyLit* service scans 2600 scholarly international journals, conference proceedings, government and agency reports.

### **7. Society for Public Health Education (SOPHE)**

<http://www.sophe.org/ui/index.html>

SOPHE is an independent, international, professional association made up of a diverse membership of health education professionals and students. The society promotes healthy behaviors, healthy communities, and healthy environments through its membership, its network of local chapters, and its numerous partnerships with other organizations. With its primary focus on public health education, SOPHE provides leadership through a code of ethics, standard for professional preparation, research, and practice; professional development; and public outreach.

## BEST PRACTICES IN INJURY PREVENTION & RESOURCES

**Safe Kids USA**

<http://www.usa.safekids.org/>

**Home Safety Council**

<http://www.homesafetycouncil.org>

**National Council on Aging**

<http://www.ncoa.org>

**Center for Healthy Aging**

<http://www.healthyagingprograms.org>

**American Academy of Family Physicians**

<http://www.familydoctor.org>

**American Academy of Pediatrics**

<http://www.aap.org>

**Consumer Product Safety Commission: Neighborhood Safety Network**

<http://www.cpsc.gov/nsn/nsn.html>

**National Safety Council**

<http://www.nsc.org/>

**National Fire Protection Association**

<http://www.nfpa.org>

**Poison Prevention Week Council**

<http://www.poisonprevention.org/>

**National Institute on Aging**

<http://www.nia.nih.gov>

**Brain Injury Association of America**

<http://www.biausa.org/>

**National Spinal Cord Injury Association**

<http://www.spinalcord.org>