

REQUEST FOR PROPOSALS (RFP)

Issue Date: June 8, 2009 RFP #: 707KK091

Title: CHAMPION Obesity Prevention Program Implementation

Commodity Code: 94800

Issuing Agency: Commonwealth of Virginia
Virginia Department of Health
Office of Purchasing & General Services (OPGS)
Attn: Beverley Oden
109 Governor Street, 12th Floor
Richmond, Virginia 23219

Using Agency And/Or Location
Where Work Will Be Performed: Virginia Department of Health
Division of WIC and Community Nutrition Services
109 Governor Street, 9th Floor
Richmond, Virginia 23219

Period of Contract: From (August 1st, 2009) through (September 30th, 2010) and non-renewable.

Sealed Proposals Will Be Received Until 3:00 P.M. EST on July 1st, 2009 For Furnishing The Goods/Services Described Herein.

All Inquiries For Program Information Should Be Directed To: Heidi Hertz or email Heidi.Hertz@vdh.virginia.gov. All Other Inquiries Should be Directed To Purchasing and General Services Who May Be Reached By Calling (804) 864-7526.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Virginia Department of Health
James Madison Building
Office of Purchasing & General Services (OPGS)
109 Governor St
12th Floor, Room 1214
Attn: Beverley Oden

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

_____ Date: _____
_____ By: _____
_____ (Signature In Ink)
_____ Name: _____
_____ (Please Print)
_____ Zip Code: _____ Title: _____

FEI/FIN NO. _____ Phone: (_____) _____
E-mail: _____ Fax: (_____) _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Request For Proposals (RFP) is to solicit sealed proposals to establish statewide contracts through competitive negotiations for the allocation of CHAMPION Obesity Prevention Implementation Programs for the Virginia Department of Health (VDH), Division of WIC and Community Nutrition Services (VDH) an agency of the Commonwealth of Virginia. Multiple contracts will be established with contractors for the implementation of obesity-focused programs recommended in the Commonwealth's Healthy Approach and Mobilization Plan for Inactivity, Obesity, and Nutrition (CHAMPION) Obesity Prevention Plan. The targeted populations will be high risk communities indentified with increased numbers of health disparities in the following counties: Lee, Scott, Wise, Dickenson, Buchanan, Russell, Washington, Tazewell, Smyth, Grayson, Wythe, Bland, Carroll, Southampton, Isle of Wight, Suffolk, Chesapeake, Virginia Beach, Norfolk, Portsmouth, Hampton, Newport News, Williamsburg, York, Gloucester, Mathews, Middlesex, King William, King and Queen, Essex, Richmond, Lancaster, Westmoreland, Northumberland, Northampton, Accomack.

Proposals should be as thorough and detailed as possible, so that the DWCNS may properly evaluate the community's capabilities to provide the required services to address nutrition, physical activity, and obesity related objectives.

For additional information on CHAMPION and to access the CHAMPION Obesity Prevention Plan, visit <http://www.vahealth.org/WIC/Champion/index.htm> or contact Heidi L. Hertz at Heidi.Hertz@vdh.virginia.gov or (804) 864-7836.

II. BACKGROUND:

The obesity epidemic continues to be one of the most urgent health problems facing Virginia today. The prevalence of overweight and obesity has risen steadily in the Commonwealth over the last decade. Current data from the Centers for Disease Control and Prevention (CDC) Behavioral Risk Factor Surveillance System (BRFSS) reveals that nearly 62 percent of Virginia adults are overweight or obese.

The CHAMPION Obesity Prevention Plan is an aggressive, coordinated strategic plan to address obesity in Virginia which is consistent with and responsive to the information collected from communities across Virginia. From the beginning, the purpose of CHAMPION has been to centralize awareness and coordinate efforts around obesity prevention. The intent is for the CHAMPION Obesity Prevention Plan to be used as a tool to strengthen community efforts in obtaining funding while providing recommended, evidence-based programs that are relatively inexpensive for communities to implement thus providing communities strategies to move forward in addressing obesity in their communities with little funding.

In five years, through the execution of the CHAMPION Obesity Prevention Plan, the Commonwealth of Virginia will narrow health disparities and improve health outcomes related to obesity. The goals of CHAMPION for FFY09 are:

1. The reduction in prevalence and incidence of overweight and obesity levels among Virginians reached through increasing community led interventions and programs.
2. The prevention and control of obesity and other related risk factors through Virginians making healthy food choices and increasing physical activity.

To receive grant funding, communities must respond to this RFP.

III. STATEMENT OF NEEDS:

For consideration for the CHAMPION Implementation Award, organizations must select one (1) of the CHAMPION Recommended Programs available in the CHAMPION Obesity Prevention Plan (<http://www.vahealth.org/WIC/Champion/championplan.htm>). Current priorities for FY2009 are the implementation of CHAMPION Recommended Programs identified in Year 1 of the CHAMPION 5 Year Plan (Attachment A). VDH will provide training and technical assistance for recipients implementing programs included in the Year 1 of the CHAMPION 5 Year Plan. If an organization chooses to apply for funding to implement a program outside of Year 1 of the CHAMPION 5 Year Plan, an extensive explanation must be provided on the organization's ability to sustain the program including training needs, technical assistance, and implementation needs without technical assistance from VDH.

All organizations must complete implementation of the selected program before September 15th, 2010.

Eligible projects include CHAMPION Recommended:

- Nutrition Education and Physical Activity programs,
- Community Involvement toolkits,
- Media Intervention programs, and
- Public Policies and toolkits for implementation.

Because each program included in the CHAMPION Obesity Prevention Plan has been evaluated and in most cases is evidence-based, the effectiveness of the program may be dependent on the program's administration, implementation, and evaluation. Therefore, community groups receiving funds through CHAMPION Implementation Awards must follow the selected program's protocol and evaluation exactly as described by each program. Likewise, the number of potential participants (target) described by each applicant in the Work Plan must be valid for data collection and subsequent program analysis.

In addition, recipients of CHAMPION Implementation Grants are required to report data and program evaluation results to DWCNS as defined in the CHAMPION Obesity Prevention Plan. Specific program evaluation tools are required for each program; in addition, supplementary data may also be collected. The specific program evaluation tools will be provided for each program.

Recipients that do not make adequate progress on program implementation may be required to submit interim progress reports in addition to required reports. Progress reports will be used to evaluate district progress and determine continuation of funding. Recipients that do not make satisfactory progress on achieving performance targets will have the grant allocation reduced or withheld and redirected.

IV. REPORTING:

Recipients of the CHAMPION Implementation Grants will be required to submit a Mid-year program implementation update and a Final program evaluation. Mid-year evaluations will include narrative of activities completed to date and Work Plan progress to date. Mid-year evaluations are due January 15th, 2010.

Final program reports and an executive summary should include highlights, challenges, and whether or not program objectives were met. Final program evaluations and results must be submitted by September 15th, 2010. The format for reports will be given to the offerors that have been awarded a contract.

Program evaluation and reports should be sent to:

Heidi L. Hertz MS, RD
Division of WIC and Community Nutrition Services
109 Governor Street, 9th Floor
Richmond, Virginia 23219

V. 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 four (4) copies of the proposal shall be submitted. Proposals shall be submitted to:

Virginia Department of Health
Office of Purchasing & General Services
109 Governor Street, 12th Floor, Suite 1214
Richmond, Virginia 23219
Attn: Beverley Oden

OR

Virginia Department of Health
Office of Purchasing & General Services
109 Governor Street, 12th Floor
PO Box 2448
Richmond, Virginia 23219
Attn: Beverley Oden

(If sent by UPS, FEDX, ETC., do not use PO Box)

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 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 originating 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 protection of Section 2.2 – 4342 of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

B. Specific Proposal Instructions: Proposals should be as thorough and detailed as possible not to exceed 20 pages so that VDH may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a completed proposal:

- 1. The return of the RFP Cover Sheet and addenda acknowledgements, if any, signed and completed as required.
- 2. Offeror Data Sheet (Attachment B) and other specific items or data requested in the RFP.
- 3. A written narrative statement to include:
 - a. History of your Organization– accomplishments and qualifications of the community group or organization detailing previous work in nutrition, physical activity, obesity, or others;
 - b. Qualifications of Staff;
 - c. Organization Chart;
 - d. Problems/Needs Statement- describe why this project is necessary for your community, geographic area served, the demographics of your target population, and process for recruiting participants with

- in target population;
 - e. Title of selected CHAMPION Program – Attachment A or complete list available at <http://www.vahealth.org/WIC/Champion/championplan.htm>;
 - f. Project Design –discuss ability to adhere to selected program’s protocol exactly, share plan to maintain communication with participants, describe specific challenges, and describe location of activities within the community, outreach, and others.
2. Specific plans for providing the proposed services:
 - a. Work Plan - outlining key activities and results along with related expectations for the year (Attachment C)
 - b. Measurement – describe how the objectives for each program will be measured for completion;
 - c. Partners- provide detailed information on program and organization partners and their role in the implementation of selected program;
 - d. Sustainability- describe plans for sustaining the proposed program for the duration of the program, contract period, and beyond;
 - e. Alternatives- discuss possible alternatives if your organization is not funded.
 3. Proposed price or budget information (Attachment D). It is anticipated that the average award may range from \$1,000.00 to \$10,000.00.
 4. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. (Complete Attachment E)

VI. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria: DWCNS and the evaluation committee shall evaluate all CHAMPION Implementation responses utilizing the criteria listed below.

Criteria		Weights
Responsiveness of Request	a. Selection CHAMPION Recommended Program – Year 1 b. The proposal can be implemented within the given timeframe. All data will be submitted to VDH by September 15 th , 2010. c. Reasonableness of Budget and Fiscal management. A detailed budget is included.	35 %
SWAM	a. Small Business and Businesses Owned by Women or Minorities (SWAM designation)	20 %

Narrative	a. History of the Organization b. Problems/Needs Statement c. Project Design	15 %
Impact and Evaluation	a. Adequacy of the Work Plan to meet goals and objectives. Appropriateness and clarity of the program implementation and timeline. b. Measurement of objectives for completion. c. Partners and role in program implementation.	25 %
Sustainability Plan	a. Plans for sustaining the Program b. Alternative Plans if not funded	5 %

Total: 100 %

B. Award Criteria: 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 criteria included in the Request for Proposals, including price, if so stated in the RFP. 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(s) which, in its opinion, have made the best proposals, and shall award the contract(s) to those Offeror(s). The Virginia Department of Health 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 reason why a particular proposal was not deemed to be worthy of being funded. (Section 2-2-4355, Code of Virginia.) 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:

Recipients of CHAMPION Implementation Grants are required to report data and program evaluation results to DWCNS as defined in the CHAMPION Obesity Prevention Plan. Specific program evaluation tools are required for each program; in addition, supplementary data may also be collected. The specific program evaluation tools will be provided for each program.

As programs and processes are implemented, VDH will have the opportunity to test a web-based data collection tool developed for this purpose. Recipients will be required to provide data through the web-based data collection system for program implementation, evaluation, and outcomes.

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.virginia.gov/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.
- c. 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 Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the Contractor to proceed with the work and 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.

- 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) 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, 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.

VIII. 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. 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.
- C. PROPOSAL 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.
- D. 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.
- E. 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.

- F. 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: _____	_____	_____
Name of Offeror	Due Date	Time
_____		_____
Street		RFP Number
_____		_____
City, State, Zip Code		RFP Title

Name of Contract/Purchase Officer _____

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.

- G. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES
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 QUARTERLY 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

H. 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.

I. 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.

J. TREATMENT OF PROPERTY AND EQUIPMENT: If the Purchasing Agency 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).

K. 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 the 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.

- L. OWNERSHIP, PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE: The Contractor agrees that proprietary information disclosed by the 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. All such materials shall be delivered to the Department in usable condition at any time requested by the Department.

- M. 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 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.

- N. 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.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

IX. METHOD OF PAYMENT:

The Contractor shall be paid on the basis of deliverables met under the terms of the contract based on the budget submitted by the Contractor and approved by the Department. Compensation shall not exceed the approved budget for one (1) year.

The deliverables include first signing the contract with VDH for the CHAMPION Implementation Grant and second completion of the Mid-year Report due January 15th. CHAMPION Implementation Grant recipients will receive 50 percent of the approved budget allowance at the time that that contract is signed. Subsequently, recipients will receive 50 percent of the budget following the Mid-year Report submission and approval by VDH.

Invoices shall include the contract number assigned to the contract and be submitted to the following address:

Virginia Department of Health
Division of WIC and Community Nutrition Services
ATTN: Heidi L. Hertz
PO Box 2448, 9th Floor
Richmond, Virginia 23218

Failure of the Contractor to submit invoices within the prescribed time frame may forfeit the Contractor's right to payment from the Purchasing Agency.

X. ATTACHMENTS

- A. CHAMPION 5 Year Plan
- B. Vendor Data Sheet
- C. Work Plan
- D. Budget
- E. Small Business Contract

ATTACHMENT A

CHAMPION 5-Year Plan, Year 1 Programs

Year 1						
Maternal/ Conception	Preschool (0-5)	School Age (5-12)	Adolescent (12-18)	Young Adult (18-30)	Adult (30-59)	Seniors (60 and older)
Support the ability to breastfeed at work by providing a comfortable, private space for employees.	Support the ability to breastfeed at work by providing a comfortable, private space for employees.	Bodyworks	Bodyworks	Personal Empowerment Plan	Personal Empowerment Plan	Creating Communities for Active Aging: A Guide to Developing a Strategic Plan to Increase Walking and Biking by Older Adults in Your Community
The Business Case for Breastfeeding	The Business Case for Breastfeeding					
Where Business and Breastfeeding WORK together	Where Business and Breastfeeding WORK together	Giving PARENTS the tools to build strong TEENS!	Giving PARENTS the tools to build strong TEENS!	Put your JOB to WORK for you!	Put your JOB to WORK for you!	One STEP at a time to a healthier community!
Policy	Policy	Nutrition Education and Physical Activity	Nutrition Education and Physical Activity	Nutrition Education and Physical Activity	Nutrition Education and Physical Activity	Community Involvement

ATTACHMENT B

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. **QUALIFICATIONS:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of goods:

_____ Years _____ Months

3. Gross sales for last year or reporting period _____

4. Indicate below a listing of at least four (4) current or recent accounts for which your company has provided similar services preferably within the last year. Include the below listed information.

A. Company:	Company Contact:
Phone:	Fax:
Project:	
Dates of Service:	
\$ Value:	

B. Company:	Company Contact:
Phone:	Fax:
Project:	
Dates of Service:	
\$ Value:	

C. Company:	Company Contact:
Phone:	Fax:
Project:	
Dates of Service:	
\$ Value:	

D. Company:	Company Contact:
Phone:	Fax:
Project:	
Dates of Service:	
\$ Value:	

5. OTHER: For statistical reporting purposes, is your firm considered to be a:
minority owned business? Yes _____ No _____
a woman owned business? Yes _____ No _____

I certify the accuracy of this information.

Signed: _____ Title: _____
Date: _____

Phone/fax/email number

Work Plan

CHAMPION Program Title:				
Target Population and Total Number Served:				
Desired Outcome:				
Milestones				
Activity Start Date	Activity End Date	Description of Activity	Customer Behavior and # served if appropriate	Key People and Collaborators
Program Results Summary:				

ATTACHMENT D

ITEMIZE BUDGET FOR CHAMPION IMPLEMENTATION FUNDS

Service/ Item	Cost
1) Personnel/Employees a. Names, Position Titles, Annual Salary Rate b. Fringe Benefits (Salary base x benefit rate= fringe) c. Other	
Total	
2) Equipment a. Item and Cost per item b. Attach Justification	
Total	
3) Travel and Subsistence for Project Personnel only a. Local Mileage _____ X _____ per mile b. Non-Local Mileage _____ X _____ per mile c. Air or other fare d. Registration for Conferences or Training e. Attach Justification for travel	
Total	
4) Supplies and other expenses a. Office supplies: (\$_____ per item X _____ number of items) b. Postage (\$_____ per postage X _____ number of postage) c. Program printing (\$_____ per document X _____ number documents) d. Promotional, media/ad placement (\$_____ per item X _____ number of items) e. Training supplies (\$_____ per item X _____ number of items) f. Other	
Total	
5) Administrative Costs (not to exceed 5% of the total grant amount) a. Telephone (charges \$ _____ per month X _____ months) b. Rent for this project only (charge \$ _____ per month X _____ months) c. Utilities for this project only (charge \$ _____ per month X _____ months) d. Other, please specify	
Total	
Total Cost	

Small Business Subcontracting Plan

Definitions

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

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

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

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

Offeror Name: _____

Preparer Name: _____

Date:

Instructions

- A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification.
- B. If you are not a DMBE-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the

offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in this section. Points will be assigned based on each offeror's proposed subcontracting expenditures with DMBE certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

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

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

Certification number: _____

Certification Date: _____

Section B

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

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

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

Totals \$					