

Commonwealth of Virginia

REQUEST FOR PROPOSAL

Issue Date: July 1, 2009

Issue Title: Locum Tenens Services

Issuing Agency: Department of Behavioral Health and Developmental Services (DBHDS), P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: DBHDS facilities located through the Commonwealth of Virginia.

Period of the Contract: September 1, 2009 through August 31, 2010

Renewals: Contract may be renewed for five (5) One-year periods upon mutual agreement between all parties.

Proposals will be received for furnishing services described herein until: **Tuesday, July 28, 2009 at 3:00 p.m. EST.**

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| Submit Comments Questions | Interested parties may submit written comments or questions on any aspect of this RFP <u>on or before 5:00 p.m. Tuesday, July 21, 2009.</u> Please submit your comments and questions to David T. Ray: By email: david.ray@co.dmhmrsas.virginia.gov No other questions will be responded to if received after the <u>5:00 p.m. Tuesday, July 21, 2009</u> deadline. |
| Copies of RFP and Answers to submitted Questions | May be obtained at www.dmhmrsas.virginia.gov on left side of screen under DMHMRSAS or (DBHDS) click on Procurement, then under More Information click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned: <u>RFP# 720C-04222-10R.</u> |
| Preproposal Conference | No Preproposal Conference. |

All offerors must register in eVA; failure to register may result in the proposal being rejected. No award shall be made to an Offeror not registered in eVA.

(See Section VII, Item S, “Business-To-Government Offeror Registration”)

Proposal Delivery Information:

All Proposals shall be addressed: DBHDS, Office of Administrative Services. If mailed, send to P.O. Box 1797, Richmond, VA 23218-1797; if hand delivered Jefferson Building, 8th Floor - Room 811, 1220 Bank Street, Richmond, Virginia, 23219. Envelopes should be marked with RFP number and opening date and time. It is the Offeror's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. This page and the following signature page must accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

Offeror Name and Address:

_____ Date: _____
 _____ By: _____
 _____ (Official Signature in Ink)
 Telephone: _____ Printed Name: _____
 FEI/FIN Number: _____ Title: _____

(Please check all that apply)

| | |
|--------------------------|---|
| <input type="checkbox"/> | Contractor DOES consider his/her firm to be a small, woman or minority owned business. |
| <input type="checkbox"/> | Contractor does NOT consider his/her firm to be a small, woman or minority owned business. |
| <input type="checkbox"/> | Contractor IS certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise (DMBE). |
| <input type="checkbox"/> | DMBE Certification # _____ S W M WS MS (Circle One) |
| <input type="checkbox"/> | Contractor is NOT certified as a small, woman or minority owned business by VA Department of Minority Business Enterprise. |

S = Small Business

W = Woman Owned

M = Minority Owned

WS = Woman Owned with Small Business Certification

MS = Minority Owned with Small Business Certification

1.0 PURPOSE AND BACKGROUND:

1.1 **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish multiple contracts through competitive negotiation to provide statewide LOCUM TENENS PHYSICIANS (primarily psychiatrists) for facilities of the Department of Behavioral Health and Developmental Services (DBHDS), an agency of the Commonwealth of Virginia, and those Community Services Boards (CSBs) that may elect to utilize the services available under any contract(s) resulting from this solicitation. Other state and local government agencies may also be added as users of this contract from time to time.

1.2 **BACKGROUND:** The Department of Behavioral Health and Developmental Services has had a contract with six contractors in place for the past five years. Responsiveness to Purchasing Agency requests for physician services is of paramount importance and it is expected that the Contractors awarded a contract as the result of this solicitation will make responsiveness to Purchasing Agency's requests a priority.

PREVIOUS USAGE: Approximate usage of psychiatric locum tenens physicians by DBHDS facilities as of July 2008 is as follows. This information is historical information only and does not guarantee or necessarily indicate future usage levels.

| Name of Facility | Physician II Psychiatrist Filled | Current Full-Time Vacancies | # of Locum Tenens or Wage | # of Locum Tenens or Wage Projections |
|------------------|----------------------------------|-----------------------------|---------------------------|---------------------------------------|
| CSH | 12 | 0 | 2 LT | 1 |
| ESH | 14 | 0 | 6 LT 2 Wage | 1 |
| SWVMHI | 7 | 6, includes Med. Director | 3 LT 1 Wage | 6 Plus |
| WSH | 13 | 0 | 0 | 1 LT |
| CVTC | 1.8 | 0 | 1 LT | 0 |
| CCCA | 3 | 0 | 0 | 0 |
| SEVTC | 1 | .5 (funding) | 1, one day a week | .5 (half-time) |
| CAT | 2 | 3 | 3 LT | 3-4 LT |
| NVTC | 0.8 | 0 | 0 | 0 |
| SVTC | 2 part-time=1 | 0 | 0 | 0 |
| NVMHI | 8 | 0 | 2 Wage (primary care) | 1 LT |
| PGH | 3 | 0 | 0 | 0 |
| SWVTC | 1 | 0 | 0 | 0 |
| SVMHI | 4 | 0 | 1 Wage | 0 |
| HDMC | 0 | 0 | 0 | 0 |
| VCBR | 1 | 0 | 0 | 0 |
| TOTAL | 72.6 | 9.5 | 15 LT; 7 Wage | 14.5 |
| | | | | |
| | | | | |

1.3 **DEFINITIONS:**

1.3.1 Purchasing Agency – Any DBHDS facility, Community Services Board or other agency that may be added as a user to this contract that elects to purchase services from the contract(s) that result from this solicitation.

DBHDS facilities include:

1.3.2

Catawba Hospital, Catawba, Virginia
Central State Hospital (CSH), Petersburg, Virginia
Central Virginia Training Center (CVTC), Lynchburg, Virginia
Commonwealth Center for Children & Adolescents (CCCA), Staunton
Eastern State Hospital (ESH), Williamsburg, Virginia
Hiram W. Davis Medical Center (HWDMC), Petersburg
Northern Virginia Mental Health Institute (NVMHI), Falls Church
Northern Virginia Training Center (NVTC), Fairfax, Virginia
Piedmont Geriatric Hospital, Burkeville, Virginia
Southern Virginia Mental Health Institute (SVMHI), Danville, Virginia
Southeastern Virginia Training Center (SEVTC), Chesapeake, Virginia
Southside Virginia Training Center (SVTC), Petersburg, Virginia
Southwestern Virginia Mental Health Institute (SWVMHI), Marion
Southwestern Virginia Training Center (SWVTC), Hillsville, Virginia
Virginia Center for Behavioral Health (VCBH), Burkeville, Virginia
Western State Hospital (WSH), Staunton, Virginia

1.3.3 Contracting or Issuing Agency – The Department of Behavioral Health and Developmental Services (DBHDS), Office of Administrative Services.

1.3.4 Contractor – The provider(s) selected for award of a contract as the result of this Request for Proposals.

1.3.5 Placement Package – That information (see paragraph 3.1.2 of this solicitation) that shall be submitted to Purchasing Agencies upon request by the Contractor for physician services.

2.0 **SCOPE OF WORK:**

The Contractor(s) shall be responsible for providing physicians (primarily psychiatrists) as required, upon request from the Purchasing Agencies, under the conditions itemized below:

2.1 **PHYSICIANS:** Physicians must be able to provide medical care, in accordance with stated credentials, to patients within the framework of the Purchasing Agency's Medical staff by-laws and hospital physicians manual and consistent with the Purchasing Agency's policies and procedures. It is preferred that physicians be board certified. Services rendered must be consistent with The Joint Commission and any other relevant policies, guidelines and standards as determined by the

Purchasing Agency. The Purchasing Agency will perform National Practitioner Database check on all physicians presented to the Purchasing Agency for placement consideration.

2.1.1 Requirements: Physician:

- Shall be free from mental or physical impairments that would restrict the individual from performing the services required.
- Must be able to provide evidence, on an annual basis, of a current Purified Protein Derivative (PPD) reading or evaluation if known PPD reactor.
- Shall speak, understand, read and write the English language fluently.
- Shall hold current certification in Basic Life Support (BLS) and/or Advanced Cardiac Life support (ACLS) and shall submit evidence of certification before the Physician reports for the assignment at a facility.
- Shall possess the required qualification/elements to be privileged and/or credentialed in accordance with the ordering facility's guidelines and procedures. Contractor's credentials/qualifications are subject to review by the Facility Director or designee of the ordering agency. These qualifications, at a minimum, will be based on The Joint Commission quality standards for training, education, and competency.

2.1.2 Requesting Services: When requesting services, Purchasing Agencies are expected to contact each Contractor that has been awarded a contract resulting from this solicitation and request the Contractors to provide a "Placement Package" to the Purchasing Agency for review. A separate placement package shall be submitted for each physician offered. The placement package must be provided to the Purchasing Agency within the specified response time (usually three to seven calendar days) unless conditions at the Purchasing Agency to specify a shorter response time. Placement packages should be presented only for physicians who have agreed to accept the assignment if chosen.

The placement package shall consist of, at a minimum, the following physician specific information. (Purchasing Agencies may request additional information as required.)

- Name.
- Training (copy of certificates).
 - Location.
 - Type.
- Specialty board eligibility or certification (copy of certificate).
- Physician NPI Welcome Letter.
- Current Virginia medical license (copy of certificate).
 - Restrictions.
 - License history in all states, commonwealth or territories.
- Drug Enforcement Agency (DEA) number and copy of certificate.
- Virginia Pharmacy Certificate.
- Hospital Privileges.
 - Name of hospitals.

- Scope of practice privileges.
- Malpractice insurance.
 - Carrier name
 - Currency of coverage (copy of face sheet).
 - Scope of coverage (financial limits and procedures covered).
- Malpractice history.
 - Pending claims.
 - Successful claims against the physician, either judged or settled.
- Contractor's federal tax identification numbers.
- Physician's Social Security Number
- Curriculum Vitae (CV) including a complete employment history and explanation for any gaps in employment. The Agency reserves the right to conduct reference checks and background investigations on any potential employee of the program.
- Previously successful or currently pending challenges to any licensure or any registration or voluntary relinquishment of such licensure/registration.
- Voluntary or involuntary termination of medical staff privileges or voluntary or involuntary limitation/reduction or loss of clinical privileges at another hospital.
- Involvement in a professional liability action, present or past, and any final judgment or settlements of any such action.
- Answers to the follow questions (Yes or No):
 - Suspension from government programs?
 - Suspension or restriction of DEA license?
 - Felony conviction?
 - Chronic or debilitation illness?
 - History of alcohol or drug abuse?
- Three letters of reference.
- Daily Rate. This daily rate shall not exceed the quoted maximum daily rate for the specified specialty (see section 11.0 of this RFP) and shall remain firm throughout the agreed-upon period of time for which the physician will be assigned. The daily rate shall include the daily rate that they physician will receive as well as the daily up-charge to cover transportation, lodging, physician per diem and Contractor's overhead and profit. The Contractor may be required to provide a breakdown of this rate and quote separate daily rates for physician pay, transportation, lodging and physician per diem.

2.1.3 Duties: The physician, at a minimum, shall be expected to:

- Accept the multi-disciplinary treatment team approach and act as a functioning member of the treatment team(s) to which he or she is assigned. He/she shall be subject to day-to-day supervision by facility personnel.
- Provide care for acute and long-term patients through evaluation, diagnosis, treatment, prescribing of medications and responding to emergencies.

- Serve as a member of any committee so designated by the Purchasing Agency.
- Provide clinical supervision/leadership to a team of professionals for the Purchasing Agency.
- Conduct daily ward rounds.
- Provide documentation of services and treatment rendered in the patients' charts as required by federal and state regulations and as required by the policies established by the Purchasing Agency.
- Provide in-service training to other professional staff as directed by the Purchasing Agency.
- Provide professional consultation to the court system, when requested.
- Provide supervision to any staff assigned.
- Limit prescription to medications with the Purchasing Agency's pharmacy formulary, as required by the Purchasing Agency.

2.1.4 Conduct: The physicians shall conduct themselves in a professional manner at all times and shall not behave in such a way so as to disrupt the general management of the Purchasing Agency where assigned. Contractor and physician shall comply with all Purchasing Agency regulations, administrative policies and procedures. Contractor and physician shall comply with instructions and requirements specified by the Purchasing Agency's Medical Director or individuals designated by the Purchasing Agency to coordinate physician services. Physicians shall also conduct themselves in such a manner that he/she will not be suspected of conflicts of interests or impropriety by accepting entertainment, gifts or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved.

2.1.5 Specialties: While most of the required placement under this contract will be in the field of adult psychiatry, other specialties may also be needed from time to time. These include pediatric psychiatry, internal medicine, family practice and emergency physicians.

2.2 EVALUATION OF "PLACEMENT PACKAGES" BY PURCHASING AGENCIES:

2.2.1 References: The Purchasing Agency reserves the right to conduct reference checks and background investigations on any physician presented by the Contractor(s). The Purchasing Agency may interview and approve or disapprove any physician supplied by the Contractor and shall have the right at any time to determine unacceptable any physician supplied by the Contractor with or without cause. If termination is a result of causes related to conduct, unsatisfactory job performance or conditions of inadequate credentials, the terminated physician will be removed and replaced by the Contractor at no additional cost to the Purchasing Agency. In cases of below

average job performance, the Purchasing Agency and the Contractor may agree on a plan to address the performance issues, to include removal and replacement if interventions are not successful.

2.2.2 Comparison: The Purchasing Agency will compare all placement packages received from the Contractors and determine the most appropriate physician that meets the Purchasing Agency's needs. The Purchasing Agency will make their decision based upon information such as: (1) experience of physician; (2) references; (3) Proposed daily rate; (4) availability of the physician and (5) other considerations. If all of these factors are equal, the lowest total cost will be the determining factor. The Purchasing Agency may, however, negotiate the rates (and may offer lodging and transportation alternatives) with the Contractor(s). The final rate accepted by the Purchasing Agency for a particular physician shall remain firm through the agreed upon period of the physician's service. Should this period of service be extended or major changes required in the physician's working hours or scope of work, the rate may be renegotiated.

2.2.3 Contractor Evaluation: The Purchasing Agency will be expected to report to the DBHDS Office of Administrative Services on the responsiveness of contractor providers for each request for a locum tenens physician. Included in this report will be the names of any contract provider that was not able to provide a placement package as well any contract provider that submitted a placement package for a physician who, once chosen, did not accept the assignment. Consistent failure of a contractor to provide adequate response to requests by purchasing agencies may result in either cancellation or non-renewal of their contract.

2.3 WORKING HOURS: The Purchasing Agencies will determine working hours. The Purchasing Agency will be expected to indicate the anticipated working hours and conditions at the time that services are requested. While the required working hours may be changed by circumstances at the facility, any major change in status involving on-call coverage, weekend or overtime hours, may result in the renegotiation of the physician's daily rate of compensation.

2.4 ON-CALL COVERAGE: The Contractor may be required to provide on-call coverage on evenings and weekends consistent with the duties of other full-time physicians working at the Purchasing Agency's site. When "on-call" duty is assigned, the physician may be expected to remain at the Purchasing Agency's specified location from 5:00 p.m. to 8:00 a.m.

2.5 INSURANCE: The Contractor must offer evidence to the Purchasing Agency that any physician placed by the Contractor is covered by Health Care Practitioner liability insurance which meets the minimum level required under Section 8.01-581.15 of the *Code of Virginia*.

- 2.6 EXPENSES DUE TO CANCELLATION: Should any physician cancel services after review of credentials and acceptance/scheduling by the Purchasing Agency, the Contractor will reimburse the Purchasing Agency for all out-of-pocket expenses associated with the credentialing and acceptance/scheduling.
- 2.7 TRANSPORTATION: The Contractor shall provide all transportation to and from Purchasing Agency site and all local transportation during the assignment. The cost for transportation shall be included in the “Daily Rate”. Airfare included in this “Daily Rate” shall be based upon the lowest available cost—coach or economy airfare. The use of any airfare other than coach or economy must be approved in writing in advance, by the Purchasing Agency’s Director or Purchasing Agent if it is to be included in computing the “Daily Rate”. The Purchasing Agency will not further reimburse the Contractor for any travel-related expenses of the physician.
- 2.8 LOCAL HOUSING: The Contractor shall arrange and be responsible for providing local housing for the physician during the period of service. As an option, the Purchasing Agency may offer housing and, if acceptable to the Contractor and the Physician, no charge for housing shall be included in the Daily Rate.
- 2.9 PROFESSIONAL DEVELOPMENT: The Contractor shall provide for the continuing education and professional development of the physician. The Contractor shall make the physician available, as the Purchasing Agency requires, for orientation and training in the Purchasing Agency’s policies and procedures, rules and regulations.
- 2.10 WORK AREA: The Purchasing Agency will provide the space, equipment and supplies (both medical and administrative), furniture, fixtures and utilities (including telephone) and other reasonable items required by the Contractor for use by the physician while the physician is performing services as requested by the Purchasing Agency.
- 2.11 CONTRACT COORDINATOR: The Contractor shall assign a Coordinator to handle and assist in any and all scheduling, billing and problem solving. The Coordinator shall be required to telephonically contact the Contracting Agency’s contract administrator for the contract(s) that result from this solicitation. Contractor coordinators must be identified in the Offeror’s response to this solicitation or during negotiations.
- 2.12 QUALITY OF CARE: The Contractor and physicians shall consistently make every effort to ensure quality care is being provided. Furthermore, they shall work toward providing efficient and effective care, supporting or contributing to cost containment initiatives established at the site of work.
- 2.13 ASSIGNMENTS PAST CONTRACT END DATE: Any ongoing assignment, where the facility need for the assignment continues past the contract end date, may continue past the specified contract date until that assignment is completed. This only applies if the person filling the assignment remains on the assignment. Once the

person on assignment discontinues the assignment, the assignment ends and a new person must be provided from the list of the contractors from the new contract.

3.0 REPORTING AND DELIVERY REQUIREMENTS: Contractors shall provide to the Department of Behavioral Health and Developmental Services, upon request, reports that, at a minimum, include the following data for placement made under a contract resulting from this solicitation:

- Name of Physician Placed
- Location of placement
- Physician Specialty
- Dates of Service
- Total days of service billed.
- Physician and up-charge rate.

4.0 ANNUAL REVIEW: The Department of Behavioral Health and Developmental Services (DBHDS) reserves the right to review the performance of each contract provider on an annual basis and cancel the contract with any contractor that, in the judgment of the DBHDS, has consistently failed to offer an acceptable "Placement Package" when requested. In conducting this review, DBHDS will take into consideration failures caused by factors such as inadequate time provided for contractors to submit Placement Packages.

5.0 QUALIFICATIONS OF THE PROVIDER: DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to provide the goods and services. The Offeror shall furnish DBHDS all such information and data for this purpose as may be requested. DBHDS further reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated.

6.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

6.1. GENERAL INSTRUCTIONS:

6.11. RFP RESPONSE: In order to be considered for selection Offerors must submit a complete response to this RFP. **One original (marked "Original") and six copies of each proposal must be submitted to DBHDS.** No other distribution of the proposal shall be made by the Offeror.

6.1.2 PROPOSAL PREPARATION:

6.1.2.1. Proposals 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.

- 6.1.2.2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- 6.1.2.3. 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 the paragraph number, sub letter, 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 sub letter should be repeated at the top of the next page. The proposal should contain a table of contents that 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 be 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 find where the REP requirements are specifically addressed.
- 6.1.2.4. 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.
- 6.1.2.5. 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.

6.1.2.6. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth 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 *Code of Virginia*, § 2.2-3705.6, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected 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 secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

6.1.3. 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 agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact-finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

6.1.4. Late Proposals: To be considered for selection, proposals must be received by the issuing agency by the designated date and time. Proposals received in the issuing office after the date and time designated are automatically disqualified and will not be considered. The issuing agency is not responsible for delays in the delivery of mail by the U. S. Postal Service or other couriers. It is the sole responsibility of the offeror to insure that its proposal reaches the issuing agency's office by the designated date and time. Receipt of proposals scheduled during a period of suspended state business operations will be rescheduled for processing at the same time on the next regular business day.

5.1.5. All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after the receipt of vendor proposals.

6.2 SPECIFIC REQUIREMENTS OF PROPOSAL: Proposals should be as thorough and detailed as possible so that the Purchasing Agency evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

6.2.1 Response to the following:

6.2.1.1 Provide information regarding the experience of your company and its staff in providing locum tenens physicians with an emphasis on providing psychiatrists to mental health organizations.

6.2.1.2 Describe offeror's physician recruitment, including credentialing, process. Indicate the number of each specialty of physician with Virginia license in your company's pool of available physicians.

6.2.1.3 Describe process and any and all fees that will be applicable should an agency/facility wish to hire a physician who has been assigned to that agency/facility as a locum tenens.

6.2.1.4 Describe the continuing education program that is either provided to or required of locum tenens physicians. Also, comment on any ongoing quality assurance programs.

6.2.1.5 Describe the offeror's customer service organization and comment on its commitment to meet the needs of the purchasing agencies.

6.2.1.6 Complete Attachment B relating to participation by small, women-owned and minority-owned businesses.

6.2.1.7 List the various physician specialties you can provide and quote your Maximum Daily Rate for each specialty. Also, explain how travel and lodging arrangements are made and what efforts are made to contain these costs.

7.0 EVALUATION AND AWARD CRITERIA:

7.1 **EVALUATION:** Proposals shall be evaluated by the Purchasing Agency using the following criteria:

7.1.1 Experience of Offeror and Offeror's staff in providing locum tenens physicians including psychiatrists to mental health organizations.

- 7.1.2 Offeror's physician recruitment process and the number of various specialties (especially psychiatrists) in the Offeror's pool of available Virginia-licensed physicians.
- 7.1.3 Offeror's proposal to allow recruited locum tenens physicians to become employees of the Purchasing Agency.
- 7.1.4 Offeror's continuing education and quality assurance program(s).
- 7.1.5 Offeror's customer services approach and commitment to meet the needs of contract Purchasing Agencies.
- 7.1.6 Participation of Small, Women-Owned and Minority-Owned Businesses.
- 7.1.7 Physician's (primarily psychiatrist's) Maximum Daily Rate (excluding expenses and overhead) and contractor's ability to contain expenses.

7.2 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*, § 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.

8.0 GENERAL TERMS AND CONDITIONS

8.1 VENDOR'S MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendor's Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. 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 under manuals. The appeals procedures set forth in the DBHDS Departmental Instruction 810 (ADM) 07 are applicable to these contractual services. A copy of these Instructions is available for review in the offices of the DBHDS.

- 8.2. APPLICABLE LAW 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 the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor's Manual. The contractor shall comply with applicable federal, state and local laws and regulations.
- 8.3. ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify 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 § 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:

8.3.1 During the performance of this contract, the contractor agrees as follows:

8.3.1.1 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.

8.3.1.2 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.

8.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

8.3.2. 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.

8.4. ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, all 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 of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

8.5. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8.6. DEBARMENT STATUS: By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

8.7. ANTITRUST: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

8.8. 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, DBHDS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- 8.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 8.10 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 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.
- 8.11. QUALIFICATIONS OF OFFEROR:** The DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DBHDS all such information and data for this purpose as may be requested. DBHDS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. DBHDS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and furnish the goods contemplated herein.
- 8.12 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.
- 8.13. CHANGES TO THE CONTRACT:** Changes can be made to the Contract by mutual agreement of both parties.
- 8.14. DEFAULT:** In case of failure to deliver good or services in accordance with the contract terms and conditions, DBHDS, 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 DBHDS may have.
- 8.15 INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. 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.

INSURANCE COVERAGES AND LIMITS REQUIRED:

8.15.1 Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

8.15.2 Employers Liability - \$100,000.

8.15.3 Commercial General Liability - \$3,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.

8.15.4 Automobile Liability - \$1,000,000 – per occurrence

8.16 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days. In addition, the purchasing agency will publicly post such notice on the DBHDS Office of Administrative Service's bulletin board located on the 1st floor of the Jefferson Building – 1220 Bank Street, Richmond, Virginia 23219 for a minimum of 10 days.

8.17 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 purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, 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.

8.18. NONDISCRIMINATION OF CONTRACTORS: An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

8.19 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 offerors must register in eVA; failure to register may result in the proposal being rejected.

8.19.1 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.

8.19.2 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.

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.

9.0 SPECIAL TERMS AND CONDITIONS:

9.1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or

services resulting from this proposal, no indication of such sales or services to the DBHDS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

9.2 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.

9.3 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.

9.4 CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.

9.5 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 skill 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.

9.6 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 subcontractor(s) and shall assure compliance with all requirements of the contract.

9.7 RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth for 5 successive one year periods) under the terms and conditions of the original contract except as stated in 9.7.1 and 9.7.2 below. Price increases may be negotiated only at the time of renewal. Written notice of the

Commonwealth's intention to renew will be given approximately 90 days prior to the expiration date of each contract period.

9.7.1 If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

9.7.2 If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the **Professional Services** under Medical Care category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

9.8 IDENTIFICATION OF PROPOSAL ENVELOPE: 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 or Box Number _____

City, State, Zip Code _____

RFP Title _____ RFP Number _____

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.

9.9. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site

www.eva.virginia.gov and the DBHDS web site www.dbhds.virginia.gov for a minimum of 10 days.

- 9.10 ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at anytime during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
- 9.11 AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- 9.12 NONDISCRIMINATION OF CONTRACTORS:** An 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, 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 alternative provider.
- 9.13 CREDENTIALS AND PRIVILEGES:** The Contractor agrees that practice at the Purchasing Agency site will be governed by and limited to privileges approved and granted by the Purchasing Agency, and that any changes in professional status, or any other changes that would affect the ability of any physician or other practitioner to provide services under this agreement will be reported immediately to the Purchasing Agency.
- 9.14 CRIMINAL HISTORY:** The Purchasing Agency reserves the right to restrict activities required to provide these services herein to only persons who are without criminal convictions. This restriction shall not relieve the Contractor or Subcontractors of any requirements herein. Upon request of the Purchasing Agency, the contractor shall obtain and provide a criminal history background check on any persons assigned to this contract. The Purchasing Agency, at its sole decision, may determine that an individual possessing a criminal conviction poses no risk or threat

to the agency, its employees, and clients, and may waive the restriction on a case-by-case basis. Section 37.1-20.3 of the *Code of Virginia* lists certain criminal convictions for which no waiver can be granted.

9.15 **CONTRACT MANAGEMENT AND ADMINISTRATION:** A primary contract administrator will be appointed by the Contracting Agency (DBHDS Office of Administrative Services) who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.

9.16 **eVA Business-To-Government Contracts and Orders:** The contract will result in multiple purchase orders with the eVA transaction fee specified below assessed for each order.

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.

10.0 **METHOD OF PAYMENT:** INVOICES - The Contractor shall invoice each Participating Agency at least once monthly for all services rendered during the specified time period. The Contractor will be paid on the basis of invoices submitted. Each invoice shall state the specific services rendered, dates of services and itemized cost for each service.

11.0 **QUOTATION AND PRICING:**

The total invoice cost, or Daily Rate, of a locum tenens physician shall be all-inclusive and shall constitute the entire daily cost to the facility. The locum tenens contractor shall quote this rate to the facility when requested and within the time frame established by the facility (normally from three to seven working days). Different quotes may be offered for regular duty, on-call duty, overtime or other types of duty as specified by the facility. The quoted rates may be subject to negotiations between the contractor and the facility; however, these rates shall not exceed the Maximum Daily Rates for the specified specialty as quoted below.

These rates shall remain firm throughout the period agreed to between the Contractor and the Purchasing Agency subject to renegotiation if significant changes are made in physician's duties or period of service. The daily rate shall include the daily rate paid to the physician while on duty at the assigned facility as well as a daily up-charge to cover transportation, lodging, physician per diem, insurance and other Contractor's overhead as well as profit. Should the facility offer acceptable housing and/or transportation to the physician, the amount of the daily rate charge shall be reduced accordingly. Please indicate the process for obtaining transportation and lodging and efforts to contain these expenses. The Contractor may be required to provide a breakdown of this rate and quote separate daily rates physician pay, transportation, lodging and physician per diem.

QUOTE: Maximum Daily Rate (including physician's pay, expenses and overhead:

\$ _____ per day for Adult Psychiatrists.

\$ _____ per day for Pediatric Psychiatrists.

\$ _____ per day for Primary Care Physicians (Internists, Family Practice, Emergency Medicine)

\$ _____ per day deduction in rate if DBHDS provides acceptable housing during assignment.

12.0 ATTACHMENTS:

Attachment A Contract Data Sheet

Attachment B Participation in State Procurement Transactions By Small Businesses and Businesses owned by Women and Minorities

**ATTACHMENT A
CONTRACTOR DATA SHEET
To Be Completed By Offeror**

1. QUALIFICATIONS OF OFFEROR: The Offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of service: ____years____months.
3. REFERENCES: Indicate below a listing of at least four (4) facilities in which the proposed system is in use. Include the name and address of the person the agency has your permission to contact.

| Client Name | Dates of Service | Address | Person to Contact | Phone |
|-------------|------------------|---------|-------------------|-------|
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4. Offeror name, phone number and State and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began and State in which organized.
5. Are you a subsidiary firm: ___YES ___NO. If yes, list the name and location of your parent affiliation:

6. Name and title of firm's official to whom further communication should be directed:

I certify the accuracy of this information.

Signed: _____

Title: _____

ATTACHMENT B

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: DMBE-certified women- and minority-owned businesses shall also be considered small 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.dmbc.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 proposal to be considered and the offeror to be declared responsive, the offeror shall identify the portions of the contract that will be subcontracted to DMBE-certified small business in Section B.

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 that 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 |
|---|---|--------------------------------------|-------------------------------|---|--|
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