

REQUEST FOR PROPOSALS (RFP)

RFP # CECD-12-042

Issue Date: November 29, 2011
Title: Infant & Toddler Specialist Network
Commodity Code: 95290
Where Work Will Be Performed: Virginia - Statewide
Initial Period of Contract: July 1, 2012 through June 30, 2013 (with four 1-year optional renewals)
Proposal Due Date & Time: January 30, 2012 (5:00 P.M.)
Issuing Agency and Location: Commonwealth of Virginia
Department of Social Services
Division of Child Care and Early Childhood Development
801 East Main Street, 8th Floor
Richmond, VA 23219-2901

Sealed Proposals for providing the services described herein will be received subject to the conditions cited herein until the proposal due date and time shown above. **Proposals received after that time will be returned without consideration. Proposals sent via e-mail or facsimile will not be accepted. PROPOSALS ARE TO BE MAILED OR HAND DELIVERED TO THE ADDRESS SHOWN ABOVE TO THE ATTENTION OF ARLENE KASPER.**

All inquiries for information should be directed to: Arlene Kasper - Phone: (804) 726-7647
e-mail: arlene.kasper@dss.virginia.gov

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned Applicant offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

_____	Date: _____
(Name of Firm/Organization)	
_____	By: _____
	(Signature in Ink)
_____	Name: _____
(Street Address)	(Printed or typed)
_____	Title: _____
(Street Address)	
_____	Telephone: _____
(City) (State) (Zip Code)	
eVA Reg. No. _____	Facsimile #: _____
	E-Mail: _____

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

TABLE OF CONTENTS FOR RFP # CECD-12-042

I. PURPOSE.....3

II. BACKGROUND.....4

III. STATEMENT OF NEEDS.....4

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS.....12

V. EVALUATION AND AWARD CRITERIA.....16

VI. REPORTING REQUIREMENTS.....19

VII. GENERAL TERMS AND CONDITIONS.....20

VIII. SPECIAL TERMS AND CONDITIONS.....28

IX. METHOD OF PAYMENT.....38

X. LIST OF ATTACHMENTS.....39

A. Health and Safety Matrix for Infant & Toddler Specialist Network

B. Professional Development Opportunities and Documents for Caregivers/Teachers/Directors

C. Current Regional Infant & Toddler Specialist Network Offices

D. Regions for Infant & Toddler Specialist Network

E. Logic Model for Infant & Toddler Specialist Network

F. Applicant Data Form

G. Overview of Activities/Outcomes

H. Itemized Budget Summary

I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

J. W-9 Request for Taxpayer Identification Number(s) and Certificate

K. State Corporation Commission Form

I. PURPOSE

The Virginia Department of Social Services (VDSS) is the grantee of federal funds to establish an Infant and Toddler Specialist Network (ITSN). The purpose of this Request for Proposals (RFP) is to award funds to one Sub-Grantee to implement a system to empower and strengthen care and education programs to enhance the healthy growth and development of infants and toddlers (0-36 months of age). The ITSN is to be implemented in collaboration with families and the community. The goals of the initiative are to:

- improve the quality of care and education that infants and toddlers receive while in child day centers and family day homes;
- increase the educational level and competencies of infant/toddler caregivers/teachers/directors;
- promote community connections to increase awareness and use of available resources/services that support healthy, safe and nurturing care for infants and toddlers; and
- implement an effective, efficient and accountable ITSN and increase its capacity to offer services.

Sub-grant funds will be awarded for a contract period beginning July 1, 2012 and ending June 30, 2013, and for up to \$1,900,000.00. VDSS has the option to offer four 1-year optional renewals, with an allocation of up to \$1,900,000.00 each year from CCDF.

Eligible applicants include non-profit organizations, collaborative partnerships, faith-based organizations, for-profit organizations, governmental entities, and institutions of higher education. Applicants must be located in Virginia. Organizations and agencies that are pending incorporation and/or pending approval of the 501 (c)3 status of the IRS code as of January 30, 2012, are not eligible to apply. For-profit organizations may not realize a profit from any contract resulting from this solicitation. For-profit organizations must comply with eVA vendor registration as stated in Section VII, General Terms and Conditions, Item U, and Section VIII, Special Terms and Conditions, Item AA (this requirement does not apply to a sub-grant award made to a governmental entity). Applicants must designate a fiscal agent.

VDSS will determine the proposal that is the most advantageous and represent the Best Value to the Commonwealth and will award a contract to that applicant.

Definition: Best Value Acquisition (BVA): A process used to acquire goods and non-professional services in which best value concepts will be applied. The best value award is based on evaluation criteria as stated in the solicitation with consideration of price of the goods and nonprofessional services that offer the greatest benefit(s) in meeting the needs of the public body.

II. BACKGROUND

This is the second solicitation issued for a statewide ITSN in Virginia. Under the first solicitation, a contract was issued September 16, 2008 to operate the ITSN; that contract will end June 30, 2012. A contract awarded as a result of this RFP will continue the ITSN previously established.

A total of \$1,900,000.00 is available from the federal Child Care and Development Fund (CCDF) resulting from the Child Care and Development Block Grant Act. These are federally targeted funds for infant and toddler child care initiatives. For additional information, the CFDA (Catalog of Federal Domestic Assistance) number is 93.575.

III. STATEMENT OF NEEDS

The ITSN is to embrace the vision of families and supportive communities collaborating with care and education programs to facilitate the growth and development of infants and toddlers to increase their opportunities for social, emotional, cognitive and physical success in life. The mission for this project is for the sub-grantee to collaborate with families and the community to implement a system to empower and strengthen child day centers and family day homes to enhance the healthy growth and development of infants and toddlers. Services offered under this project must be available to the public. The sub-grantee must offer a program that meets the following guidelines.

Program Goals, Strategies and Requirements

Goal 1. Improve the quality of care and education that infants and toddlers receive in child day centers and family day homes.

A. Provide training, technical assistance and referrals to caregivers/teachers/directors on incorporating appropriate health policies, procedures and guidelines that include topics such as but not limited to sanitation, diapering, special feeding needs, safe sleep and SIDS (Sudden Infant Death Syndrome) prevention, prevention of illnesses and injuries, and medication administration. Training and technical assistance must include:

1. Consideration of providing assistance to programs requesting help to correct licensing violations cited by VDSS;
2. Coordination with child care health consultants; and
3. Evaluating the effectiveness of services provided to religious exempt child day centers and family day homes, which are not licensed, according to a health and safety list that includes at a minimum the items mentioned in Attachment A.

B. Provide intensive, on-site technical assistance with supports (e.g., providing children’s learning materials) for caregivers/teachers/directors based on their individual situation. On-site technical assistance must include:

1. Development of improvement plans that involve the director when on-site technical assistance is provided to a child day center;
2. Consideration of the program’s environmental rating score;
3. Requiring infant and toddler specialists to be trained in ITERS-R (Infant/Toddler Environment Rating Scale – Revised) and FCCERS-R (Family Child Care Environment Rating Scale – Revised, www.fpg.unc.edu/~ecers) as applicable before providing this technical assistance; and
4. Coordination with other consultants for that child day center or family day home to avoid duplication of services (e.g., Virginia Star Quality Initiative) and conflicting consultation.

C. Promote use of Virginia *Milestones of Child Development* (www.dss.virginia.gov/family/cc/professionals_resources.cgi then click on “Publications” then “Milestones of Child Development”) and *Family Child Care Toolkit* (<http://smartbeginnings.org/> click on “Star Quality Initiative” then “For Early Childhood Professionals”) with caregivers/teachers/directors.

D. Identify and disseminate information/resources/research on effective practices for providing healthy, safe and responsive care to infants and toddlers.

Goal 2. Increase the educational level and competency of infant and toddler caregivers/teachers/directors.

A. Offer training opportunities that:

1. Include a variety of topics (e.g., issues relevant to directors, early literacy, culturally and linguistic responsive care, working with children with special needs),
2. Are offered in collaboration with other entities (e.g., local departments of social services, statewide conferences, Smart Beginnings coalitions),
3. Are listed on the TIPS (Training Information for Provider Success) calendar (www.dss.virginia.gov/family/cc/professionals_resources.cgi then click on “Courses” then “Calendar”), and
4. List the most relevant competencies addressed during the training; “competencies” refer to those listed in Virginia *Competencies for Early Childhood Professionals*. (www.dss.virginia.gov/family/cc/professionals_resources.cgi then

click on “Publications” then “Competencies for Early Childhood Development”).

B. Promote caregivers/teachers/directors participation in existing professional development opportunities, including the Virginia Professional Development Registry (VPDR, www.dss.virginia.gov/family/cc/professionals_resources.cgi then click on “Courses” then “Fall 2011 Catalog – Endorsement”) if available, and use relevant documents. Attachment B contains examples of various professional development opportunities and relevant documents.

Goal 3. Promote community connections to increase awareness and use of available resources/services that support healthy, safe and nurturing care for infants and toddlers.

A. Identify child/family resources/services and encourage their use as appropriate with caregivers/teachers/directors.

B. Engage existing and new partners and promote linkages to improve the accessibility, affordability and quality of services for caregivers/teachers/directors.

Goal 4. Implement an effective, efficient and accountable ITSN and increase its capacity to offer services.

A. Implementation of the ITSN

1. Ensure adequate staff to oversee implementation of the ITSN. Staff responsible for oversight of the programmatic operation of regional ITSN offices (central staff instead of regional staff) must have a Bachelor’s degree or higher in a child related field, at least three years of direct service which includes some work with infants and toddlers, and some experience working with adults (e.g., training, mentoring or leading caregivers/teachers); any variation to this qualification will need to be made in consultation with VDSS;

2. Provide a suggested framework for raising awareness of ITSN services to the public, and recruiting and selecting a variety of child day centers and family day homes such as those enrolling infants and toddlers with high needs (i.e., children from low-income families or otherwise in need of special assistance and support, including children who have disabilities or developmental delays; who are English learners; who reside on “Indian lands” as that term is defined by section 8013(6) of the ESEA; who are migrant, homeless, or in foster care);

3. Ensure a framework exists for services and provide leadership and oversight of regional ITSN offices so similar services exist across the state; consider incorporating new approaches to service delivery, as appropriate, to help ensure best practices with service delivery;

4. Establish infant and toddler specialists within the existing regional ITSN offices as stated in Attachment C to provide the services listed in goals 1-3. Employment of specialists in existing regional offices should occur by July 1, 2012. Establish a western regional ITSN office and any new regional offices by:
 - a. directly employing infant and toddler specialists in the sub-grantee's own regional/local offices (not via a contract situation for staff or another entity that hires staff); or
 - b. recruiting and selecting existing organizations in communities with use of pre-established criteria. Such criteria shall be developed in consultation with VDSS; or
 - c. using any combination of the above processes;
5. Ensure procedures and/or contracts address responsibilities of regional ITSN offices (e.g., qualifications for specialists, method of communication between regional and central offices, payment methods, conditions that must be followed) and expectations of support from the central office;
6. Require infant and toddler specialists to have at least a Bachelor's degree in a child related field and experience working with infants and toddlers. Require specialists to become an approved VDSS trainer and/or mentor/technical assistance/consultant as appropriate and if available (currently under development). Any variation to this qualification will need to be made in consultation with VDSS;
7. Ensure that the full time equivalent (FTEs) for infant and toddler specialists as specified in Attachment C are met. Establish boundaries of regional ITSN offices so that at least the equivalent of one full-time infant and toddler specialist provides services within each region indicated in Attachment D. Regional boundaries are flexible (e.g., a specialist can provide services in two regions as long as other specialists are available in these regions so there is the equivalent of one full-time specialist in each region). Cash match from community organizations will not be required;
8. Serve as a member of the Star Quality Advisory Team to help effectively coordinate specialist activity with the Virginia Star Quality Initiative;
9. Ensure that procedures address how specialists will coordinate with VDSS' Division of Licensing Programs and local departments of social services when health, safety and other concerns in a child care program are observed; such procedures must be developed in coordination with VDSS' Division of Licensing Programs, child care subsidy unit and child protective services unit;
10. Incorporate as appropriate use of *A Guide to Effective Consultation with Settings Servings Infants, Toddlers, and their Families* (e.g.,

consideration when specialists develop their professional development plan or obtain continuing education)

http://nitcci.nccic.acf.hhs.gov/resources/Effective_Guide_to_Consultation.pdf);

11. Offer strategies to support directors of care and education programs for infants and toddlers to design a schedule for staff and groups of children that promotes stable relationships, fosters positive learning experiences, and facilitates infant and toddler attachment to a limited number of caregivers/teachers;

12. Cancel, if appropriate and in consultation with VDSS, regional ITSN offices when the regional office is not performing responsibilities as determined or expected/outlined in the agreement/contract guidelines. If a regional ITSN office or infant & toddler specialist position is vacant (e.g., current contract with an organization in the community not renewed, western regional office), the sub-grantee may offer services in alternate ways (e.g., contract or hire current infant and toddler specialist in the western region, contract for services) for up to six months while establishing a new regional ITSN office or hiring a specialist in that region; and

13. Expand as feasible the ITSN to offer more services to providers.

B. Efficiency and Accountability

1. Provide on-going monitoring of the services and expenses of organizations in the community with infant and toddler specialists or the sub-grantee's infant and toddler specialists that tracks performance and results and includes observation of services provided by the specialists;

2. Evaluate implementation methods to maximize financial and human resources;

3. Maintain clear and effective internal policies/procedures (e.g., fiscal, maintenance of records, lines of authority) to help ensure accountability and adherence to contract requirements;

4. Maintain an electronic data base or other system that tracks services provided; and

5. Submit required reports to VDSS both electronically and in hard copy.

C. Evaluation

Develop, in coordination with VDSS, and implement an evaluation plan that includes the following:

1. Identification of statistics and evaluation measures to document output and outcomes and the time frames for collecting this data;

2. Meeting items on the health and safety list pre and post service;

3. Environmental rating scale scores pre and post service in which the ratings are conducted by an individual trained to reliability in the applicable scale and post service ratings are

- not conducted by the infant and toddler specialist providing technical assistance to the caregiver/teacher/director;
4. Inter-rater reliability on environmental rating scale scores;
 5. Pictures of early care and education environments pre and post on-site, technical assistance;
 6. Obtainment of training and education by caregivers/teachers/directors while receiving services;
 7. Provider survey to assess (i) quality of services received from the specialists, (ii) use of knowledge from training and education, and (iii) knowledge and use of resources/services identified by the specialists;
 8. Log to track collaborations/linkages with partners;
 9. Completion of applicable paperwork to comply with VDSS' Human Subject Research Regulations (www.dss.virginia.gov/about/irb.cgi);
 10. Analysis of data and review of the plan to determine practices for replication and any changes to improve performance, which could include recommendations to VDSS for any changes to the contract; and
 11. Communicating results of the evaluation with stakeholders.

D. Environmental Rating Scales

1. Ensure infant and toddler specialists and at least one central office staff member complete training in the Infant/Toddler Environment Rating Scale - Revised and the Family Child Care Environment Rating Scale – Revised (www.fpg.unc.edu/~ecers) that leads to reliability;
2. Provide additional field practice observations to any specialist who does not receive a 85% or higher agreement with a reliable user during the training; and
3. Conduct an inter-rater reliability check (assessment conducted by two reliable assessors) for every 10 assessments.

E. PITC (Program for Infant/Toddler Care) Training – Ensure infant and toddler specialists and at least one central office staff member complete PITC Training of Trainers from West Ed (www.pitc.org) and successfully complete certification requirements for the four modules based on the training schedule of West Ed.

F. Orientation and On-going Support for Specialists

1. Provide an orientation for new infant and toddler specialists that covers at a minimum:

- a. best practices for mentoring/providing on-site technical assistance to caregivers/teachers/directors (e.g., agreements, release forms);
- b. health and safety issues;
- c. state professional development opportunities/documents for caregivers/teachers/directors;
- d. *Virginia Milestones of Child Development, Family Child Care Toolkit, and Competencies for Early Childhood Professionals* (www.dss.virginia.gov/family/cc/professionals_resources.cgi then click on “Publications”);
- e. Virginia Star Quality Initiative (<http://smartbeginnings.org> then click on “Star Quality Initiative”); and
- f. reporting requirements.

2. Implement a plan for on-going support/assistance to the infant and toddler specialists that promotes maintaining and improving the competencies of specialists, incorporates best practices for implementation of initiatives, provides opportunities for specialists to network amongst themselves to share information and receive feedback about ITSN activities, and considers feedback from infant and toddler specialists;
3. Provide appropriate resources for the infant and toddler specialists;
4. Ensure infant and toddler specialists develop a portfolio of their work; and
5. Assess and identify future professional development needs for the infant and toddler specialists.

G. Transition

1. The sub-grantee shall develop and submit for VDSS approval a transition plan eight weeks prior to implementation of the ITSN. The transition plan shall include major activities to be accomplished during the six weeks prior to implementation of the network. The objectives of the transition plan are to provide for an orderly transition from the current sub-grantee to any new sub-grantee, and to minimize the amount of disruption to services to infant/toddler caregivers/teachers/directors.
2. For any transition to a new sub-grantee, the sub-grantee shall be responsible for encouraging experienced staff to seek employment with the new sub-grantee to enhance continuity of services and allowing staff to interview for employment with the new sub-grantee.

Attachment E is a logic model of this initiative. The sub-grantee will have 120 days after the start of the contract period to refine its program plan. The fourth monthly report must summarize any changes made to the plan and include the revised plan as applicable for approval by VDSS. Subsequent to the revised plan, the sub-grantee may pilot additional

initiatives to develop alternate ways to provide services, improve the delivery of current services or increase the quantity of services. VDSS must pre-approve pilot initiatives and any associated costs.

Funding and Expenditure Requirements

Funds for this initiative are specifically for quality child care initiatives such as planning, developing, establishing, expanding or improving existing child care programs and early childhood development programs and are **limited to child care for children 0-36 months**. All expenses must be allowable under federal and state regulations, must be reasonable and necessary, and must apply directly to the project. Funding must not be used to supplant other funds. Funds **may not** be used for:

- subsidy payments to child care providers;
- purchase or improvement of land, or for the purchase, construction or permanent improvement of any building or facility;
- sectarian purpose or activity, including sectarian worship or instruction;
- purchase of vehicles;
- any non-Federal share for Federal grant programs;
- a local match for Social Services block sub-grant funds; or
- lobbying outlined in Section VIII, Special Terms and Conditions, item S in this RFP.

Applicants may request funding up to \$1,900,000.00. For-profit organizations may not realize a profit from any contract resulting from this solicitation.

Expenditures must:

- be used to carry out the activities described in the proposal or by subsequent amendments approved by VDSS; and
- follow the administrative requirements and cost principles of the applicable OMB circular for the type of sub-grantee (www.whitehouse.gov/omb/circulars/index.html).

Expenditures cannot:

- exceed the greater of ten percent or \$500.00, whichever is more, of the budgeted line item contained in the approved budget unless VDSS has approved a budget amendment request;
- be used for indirect costs unless there is a rate agreement for indirect costs from the Department of Health and Human Services on behalf of the federal government;
- be used to supplant state or local funds;
- be used to purchase equipment unless VDSS has provided pre-approval and copies of the purchase receipts are submitted to VDSS; and
- be used for non-travel related meals/food unless the sub-grantee submits the following:
 - original pre-approval by VDSS;

- original receipt for food purchases unless the sub-grantee's policy is to keep original receipts and a duplicate receipt cannot be obtained in which case a copy of the receipt must be submitted;
- list of names of people who attended the event; and
- justification/business need for why the food was needed for the event.

Requests for reimbursement of travel expenditures cannot exceed Virginia Department of Accounts' CAPPS Manual Topic 20335, State Travel Regulations (www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335.pdf).

Reimbursement for any travel outside of Virginia and Washington, DC requires pre-approval by VDSS.

The sub-grantee must provide any and all fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as prescribed by VDSS to ensure fiscal control, proper management, and efficient disbursement of funds received under this contract.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. RFP Response: In order to be considered for funding, all applicants must submit three full proposals with original authorized signatures, and four copies, and one (1) complete CD. If the proposal contains proprietary information, the applicant must also submit one (1) CD copy with proprietary information removed. The CD(s) must be labeled with the RFP number and the name of the applicant organization. No other distribution of the proposal shall be made by the applicant.
2. Proposal Preparation:
 - a. Proposals must be signed by an authorized representative of the applicant. Proposals that lack required signatures will not be considered. All information requested should be submitted. Failure to submit all information requested may result in VDSS requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by VDSS. 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 description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. 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 applicant to satisfy a "must" or "shall" requirement does not automatically remove that applicant from consideration; however, it may seriously affect the overall rating of the applicants' proposal.

d. Proposals must be typed on single sided 8.5" x 11" white paper using a standard font size no smaller than 11 point. The project narrative must be double spaced. Pages of the proposal should be numbered. A full proposal includes the complete RFP, any addenda, project narrative, completed attachments F-K completed SF 424B – Assurances – Non-Construction Programs, and letters of support. No other attachments will be considered. Originals should be labeled Original #1, Original #2 and Original #3. The copies need only include the project narrative, attachments F-H and letters of support. The originals and each copy of the proposal should be clipped securely in the upper left corner. Original proposals and copies should not be placed in 3-ring notebooks, folder or with spiral or other type binding.

e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom on Information Act*. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the applicant must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or 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.

3. Oral Presentation: Applicants 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 applicant 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 VDSS and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

1. **Letter of Intent:** The date for receipt of the letter of intent is January 11, 2012 at 5:00 p.m. The letter of intent may be e-mailed to Arlene Kasper at arlene.kasper@dss.virginia.gov or sent via mail to Arlene Kasper, Virginia Department of Social Services, Division of Child Care and Early Childhood Development, 801 East Main Street, 8th Floor, Richmond, VA 23219-2901. The information in the letter of intent will be used to help ensure VDSS' plans for review of applications will be appropriate. Failure to submit a letter of intent will not impact eligibility to submit an application and will not disqualify an application from competitive review. The letter of intent should include the following information but is not to include a description of the proposal plan:
 - number and title of the RFP;
 - name of the agency; and
 - the names, addresses, telephone and fax numbers, and email addresses for the main contact person(s) (individual from the agency who is largely responsible for preparing the application).

Proposals should be as thorough and detailed as possible so the evaluation panel may effectively evaluate the applicant's capabilities to provide the proposed services. Proposals must include the following documents in the following order:

2. **RFP and Addenda:** Return this complete RFP with page 1 completed and signed and page 39 signed. Sign and return any and all Addenda issued to acknowledge the change(s). An authorized representative of the applicant agency must sign the RFP and any Addenda in ink.
3. **Applicant Data Form – Attachment F:** Complete form. The Central Contractor Registration (CCR) number can be obtained from <https://www.bpn.gov/ccr>. The program director/administrator or program coordinator and the finance officer must sign the form in ink.
4. **Project Narrative:** The narrative must not exceed 25 pages, must be double spaced and have one inch margins. Please note the TIPS below that pose questions may be used to guide your thought process. Also see Section V for the evaluation and award criteria to guide your completion of the proposal. The plan must cover the following components in the order listed below:
 - a) Current track record of positive impact (TIP: What experiences or accomplishments have informed your proposed plan? What qualities make your proposed plan likely to succeed?)
 - b) Financial track record and strength (TIP: How have you shown effective financial management? How have you excelled in your stewardship of funding? How have you previously raised funds?)

- c) Capacity, skills and experience of leadership who would be involved with oversight or implementation of the plan (TIP: What experience does your agency, staff and collaborative partners have with managing and/or implementing the activities outlined in the RFP? What knowledge and experience do they have specific to the needs and development of infants and toddlers?)
- d) Understanding of market context, including analysis of existing services, delivery and systems for infants and toddlers as well as existing gaps. (TIP: What is your assessment of the adequacy of current services for infants and toddlers? What data with references support your conclusions? Describe stakeholders who may be available to assist with implementation of your plan.)
- e) Description of your plan and approach/process to accomplish the goals of the RFP including how new regional ITSN offices will be established (see Overview of Activities/Outcomes form) (TIP: How will you collaborate with partners to achieve the goals? How many programs/providers will you serve under the various areas of the goals? How will you determine who will receive services?)
- f) Projections for expanding the ITSN (TIP: How would you expand the system? How many caregivers/teachers/directors would receive services? What strategies might you use in the future to obtain additional resources for the system?)
5. Overview of Activities and Outcomes – Attachment G: Use the instruction sheet provided and complete the chart describing your proposed initiative. Be comprehensive and address the goals listed in the RFP. Additional copies of the document may be made as needed. (TIP: Have you addressed all of the items under the goals in this RFP? What additional activities would you conduct?)
6. Itemized Budget Summary – Attachment H: Complete an Itemized Budget Summary for the contract period. Any income (e.g., charges for services) must be accounted for in the budget. The “budget justification for salaries & employee benefits” section of the form must be completed to justify the salary amount and employee benefits amount; justification/explanation for the remaining, proposed expenses must be included in the appropriate column of the form or as an attachment to the form.
7. SF 424B – Assurances – Non-Construction Programs: This form must be completed and signed in ink by an authorized representative of the agency. This form can be downloaded from www.acf.hhs.gov/programs/ofs/grants/sf424b.pdf.
8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – Attachment I: Use the instruction sheet provided. An authorized representative of the applicant agency must sign the certification in ink.
9. W-9 Form – Attachment J: The applicant’s DUNS # must be included. Information to request a DUNS number can be found at <http://fedgov.dnb.com/webform>.

10. State Corporation Commission Form – Attachment K: Complete. Contact the Virginia State Corporation Commission if you have questions.
11. Letters of Support: Current letters of support from a minimum of three agencies or organizations who are knowledgeable of the applicant's services.
12. Proposal Envelope/Package Identification: The signed proposal should be returned in a separate envelope or package addressed as directed on Page 1 of this RFP. The package or envelope should be sealed and identified as follows:

From: (Name of Applicant) – (Street or Box Numbers) / (City, State, Zip)
Phone Number: _____
Due Date & Time: January 30, 2012 at 5:00 p.m.
RFP Title: 2012-2013 Infant & Toddler Specialist Network
RFP #: CECD-12-042
Attention: Arlene Kasper

All envelopes/packages must be prominently marked:

DO NOT TOPEN: SEALED PROPOSAL
Infant and Toddler Specialist Network

The applicant 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. The closing date for receipt of proposals for this RFP is January 30, 2012 at 5:00 p.m. Late applications will not be accepted.

V. EVALUATION AND AWARD CRITERIA

To be considered, proposals must first meet the stated objectives of the RFP as specified in Section III, Statement of Needs. In addition, proposals must meet general and specific requirements outlined in this RFP.

EVALUATION CRITERIA: Proposals will be evaluated by a committee of individuals who have expertise in the human services field and will make programmatic and budgetary recommendations for the subgrant award.

A. Proposals will be evaluated using the best value acquisition procedure. Using the best value acquisition methodology, the evaluation will be adjectival and rated according to the following descriptions:

RATING	DESCRIPTION
Exceptional	Exceeds requirements and demonstrates an exceptional understanding of goals and objectives. One or more major strengths exist. No significant weaknesses exist.
Acceptable	Demonstrates an acceptable understanding of goals and objectives of the procurement. There may be strengths and weaknesses, however strengths outweigh the weaknesses.
Marginal	Demonstrates a fair understanding of the goals and objectives of the procurement. Weaknesses have been found that out balance any strengths that exist. Weaknesses will be difficult to correct.
Unacceptable	Applicant's proposal fails to meet an understanding of the goals and objectives of the procurement. The proposal has one or more significant weaknesses that will be very difficult to correct or are not correctable.

The following non-weighted Criteria will be used in the review:

1. Capability to Carry Out Proposed Plan

- a. commitment, skills and experience of leadership/key stakeholders
- b. qualified and knowledgeable staff with responsibility for oversight or implementation of the plan (e.g., knowledge and experience specific to the needs of infants and toddlers)
- c. financial track record and strength (e.g., raising funds)
- d. evidence of ability to implement the proposed plan (e.g., past experience managing and/or implementing the activities outlined in the RFP such as managing statewide programs or collaborating with other entities, having a positive impact)
- e. history of effective financial management
- f. letters of support indicate confidence that agency can carry out the proposed project

2. Quality of Plan

- a. consistent with goals and strategies in the RFP
- b. evidence based or utilizes best practices with inclusion of the rationale for the selected approach
- c. reflective of market context
- d. reflective of collaboration and innovative approaches
- e. feasible
- f. comprehensive, clear and specific (e.g., specifies the number of providers to receive services, specifies staff or organization responsible for implementing the activities)
- g. inclusive of process for recruitment of caregiver/teachers/directors for services and new regional ITSN offices

h. reflective of significant one-on-one work with caregivers/teachers/directors to improve the care provided to infants and toddlers

3. Understanding of Market Context, Reasonable and Accurate Budget, Quality of Evaluation, and Evidence of Ability for Future Expansion

- a. evidence of understanding the current market context as related to the plan
- b. knowledge of existing services, potential partners and gaps
- c. inclusion of market context statistics with references
- d. reasonable costs as related to the number and quality of proposed services
- e. costs consistent with proposed services
- c. accurate costs
- d. clear budget with explanations of the costs
- e. effective methodology to measure output, quality of services, and outcomes
- f. appropriate and specific record-keeping and data collection plans
- g. measurable outcomes
- h. method for ongoing review of evaluation so adjustments can be made to the plan as appropriate
- i. clarity of evaluation
- j. identification of factors to be considered for potential expansion of the ITSN
- k. long-term, innovative yet practical approach to developing the ITSN
- l. past history and future possibilities for raising funds

B. BEST VALUE AWARD(S): Selection shall be made of applicants deemed to be fully qualified and best suited among those submitting best value proposals on the basis of the evaluation factors included in this solicitation, including price, if so stated. Negotiations shall be conducted with the applicants whose proposals represent the most advantageous and best offer. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each applicant so selected, VDSS shall select the applicant, in its opinion, that has the best proposal, and shall award a contract to that applicant. The Commonwealth may cancel this solicitation 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, § 2.2-4359 D). The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the applicant's proposal as negotiated.

VI. REPORTING REQUIREMENTS

The sub-grantee must submit monthly reports and a final report in such form and quantity as VDSS may require. Monthly reports must be submitted so they are received by VDSS within 30 days after the end of each month, and the final report for each contract period must be submitted so it is received by VDSS within 30 days after the end of each contract period.

A budget amendment request in such form and quantity as VDSS may require must be submitted to request a change to the line items of the approved budget.

A. Each monthly report must include at a minimum:

- progress report on activities conducted and outcomes achieved during the reporting period that includes:
 - sub-grantee's name, title of contract/project, contract number, contract period, period covered by the report, date of report, name of program director/administrator/coordinator, and name and signature of person submitting the report;
 - chart or similar type of format that summarizes activities, outputs and outcomes from the sub-grantee's application/updated plan and the progress made on achieving the activities/outputs and outcomes during the period covered by the report;
 - narrative describing the progress of the project that includes relevant statistics such as the number of people or entities receiving services (e.g., participants attending training, providers receiving technical assistance, publications distributed); analysis of evaluation data with relevant documentation; any barriers to meeting any activities, outputs and outcomes of the plan and solutions explored to address such barriers; and any proposed changes to activities and work-plan time frames;
- financial progress report and reimbursement request invoice that includes:
 - sub-grantee's name, sub-grantee's address, sub-grantee's federal identification number, contract number, period covered by the report/request, and date of report/request;
 - chart or similar type of format that indicates budgeted amounts for each line item and the total amount, expenditures for each budget category line item for the period and the total expenditures for the period, expenditures for each budget category line item since the contract start date and total expenditures since the contract start date, and VDSS funds remaining for each budget category line item and the total funds remaining;
 - name, title and signature of the finance officer or agency director certifying that to the best of his knowledge that the information provided is correct, that no expenditures were allocated to any other program, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not previously been requested;

- amount of any income received, source of the income (e.g., charges for provider training), and how the funds were applied to defray costs for VDSS;
 - supporting documentation for all expenses incurred during that month if requested; and
 - statement of no expenses during the month if applicable; and
- the fourth monthly report must (i) summarize any changes made to the plan as a result of the 120-day period allowed to refine the plan and (ii) include the revised plan as applicable for approval by VDSS.

B. The final report must include at a minimum:

- sub-grantee’s name, title of contract/project, contract number, contract period, period covered by the report, date of report, name of program director/administrator/coordinator, and name and signature of person submitting the report;
- summary of the activities, outputs and outcomes accomplished during the contract period;
- comprehensive evaluation of the project’s effectiveness and whether the anticipated outcomes were achieved;
- any barriers that were encountered and how they were addressed;
- lessons learned; and
- recommendations for future activities to meet the needs of those unmet by the services offered under the contract.

VII. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or 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, Purchasing, 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 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 *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **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:

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 of 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 submitting their proposals, 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.

- 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 and the federal employer identification number, where appropriate.
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material 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 thirty (30) 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 subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided 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.

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 specifications.
- 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 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 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 *Vendors 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 coverage during the entire term of the contract and that all insurance coverage 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. Workers' 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. Employer's 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. (Only used if motor vehicle is to be used in the contract.)
- R. **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 VBO (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 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.

- 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, 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.

- 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 eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: 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: 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.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- 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 thru June 30, 2011, 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.
- c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2012 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Note: The eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION clause does not apply to governmental entities.

- 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. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- X. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The sub-grantee 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 VDSS, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The sub-grantee further agrees to comply with the audit and reporting requirements defined by the Federal Office of Management and Budget (OMB) circular A-128, "Audits of State and Local Governments" or the Single Audit Act and OMB circular A-133.

A sub-grantee who exceeds \$500,000 or more in combined federal funding is required to have an independent grant audit performed annually in accordance with the Single Audit Act and OMB Circular A-133. This requirement includes for-profit sub-grantees. The audit must be completed within nine months of the end of the sub-grantee's audit period. A copy of the portion of the audit that affects the program shall be forwarded to VDSS within thirty days after receipt of the report by the institution or agency. The audit report shall be submitted no later than one (1) year from the end-date of the contract award as stated on the contract, and for each audit cycle thereafter covering the entire award period as originally approved or amended. The management letter summarizing audit findings must be submitted with the audit report. If there are not audit findings, a letter indicating no findings shall be submitted. The copy of the portion of the audit findings or letter indicating no findings shall be emailed to Arlene Kasper at arlene.kasper@dss.virginia.gov or sent to:

Virginia Department of Social Services
Division of Child Care and Early Childhood Development
801 East Main Street, 8th Floor
Richmond, Virginia 23219-2901
Attention: Arlene Kasper

- B. **CANCELLATION OF CONTRACT:** The VDSS reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the sub-grantee. 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 sub-grantee of the obligation to deliver and/or perform on all outstanding orders issued.
- C. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The sub-grantee assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this contract, and will not be divulged without the individual's and VDSS's written consent and only in accordance with federal law or the *Code of Virginia*. Sub-grantees who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify VDSS of any breach or suspected breach in the security of such information. Sub-grantees shall allow VDSS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Sub-grantees and their employees working on this project may be required to sign a confidentiality statement.
- D. **SUB-GRANTEE AS INDEPENDENT CONTRACTOR:** During the performance of this contract, the sub-grantee shall be regarded as an independent contractor and not as an agent or employee of the Commonwealth of Virginia or VDSS. The sub-grantee shall be responsible for all its own insurance and federal, state, local and social security taxes.

- E. **SUB-GRANTEE MONITORING:** The VDSS may monitor and evaluate the sub-grantee's performance under the contract through analysis of required reports, expenditure statements, site visits, interviews with or surveys of relevant agencies/organizations and individuals having knowledge of the sub-grantee's services or operations, audit reports, and other mechanisms deemed appropriate by VDSS. The sub-grantee shall furnish VDSS on request information regarding payments claimed for services under this contract. All accounting records must be supported by source documentation and retained in order to show for what purposes funds were spent. All such records shall be made available and produced for inspection when required by VDSS, its authorized agents, and/or federal personnel.

Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the sub-grantee, the sub-grantee shall reimburse VDSS upon demand.

Performance under this contract shall be a primary consideration for extension of this contract and may be a consideration in future grant awards and negotiations.

- F. **EQUIPMENT:** The sub-grantee shall keep written documentation of any acquisitions purchased and up-date the documentation if additional property or equipment is acquired. The written documentation shall include, but not be limited to: date of acquisition, description of product, serial number, ID number, physical location, cost, and name and phone number of individual using or responsible for the equipment. Equipment purchased under this contract shall be retained by the sub-grantee during the period of performance of the contract. No depreciation or use charges on equipment purchased under this contract shall be claimed on this or any future contract with the Commonwealth of Virginia or any of its agents.

If VDSS permits the sub-grantee to purchase real property or equipment with grant funds, VDSS retains a residual financial interest, enabling VDSS 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).

- G. **OWNERSHIP OF SYSTEMS AND SOFTWARE:** The sub-grantee understands and agrees that all computer programs, commercial software, software related specifically to equipment purchased by the sub-grantee under this contract, manual procedures, operating plans and procedures, documentation, records, and related items arising out of or developed or used primarily for the purpose of this contract are to revert to VDSS at the end of the contract period when ownership is requested by VDSS in writing. Ownership of all proprietary software developed under this contract shall belong exclusively to VDSS.

- H. **FEDERAL AWARD INFORMATION:** Sub-recipient of federal awards must be informed of the Catalog of Federal Domestic Assistance (CFDA) number, grant name

and number, grant year and federal awarding agency. The information will become part of the contract.

CFDA Number: 93.575

Federal Grant Name: Child Care and Development Fund (CCDF)

Federal Grant Award Year: 2011

Federal Grant Number: 2011G996005

Federal Grant Awarding Agency: Department of Health and Human Services

I. **FISCAL ADMINISTRATION:** These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

1. A contract will be signed between VDSS and an authorized representative of the applying agency/organization upon granting of a sub-grant award. Upon approval of the contract, the sub-grantee will be paid according to subsection B (Compensation) of section IX (METHOD OF PAYMENT). Therefore, the applicant agency/organization must be prepared to pay expenses as they are incurred. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

2. The applicant will be required to maintain adequate accounting records to support all requests for reimbursement. The sub-grantee shall comply with time and effort reporting as required by the applicable Federal Office of Management and Budget (OMB) circular (e.g., 2 CFR Part 225, formerly OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments, 2 CFR Part 230). All employees paid in whole or in part from grant funds should prepare a timesheet indicating the hours worked on each specific project for each pay period. Based on these timesheets and hourly payroll cost for each employee, a statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files and shall be made available for inspection when required by the Commonwealth of Virginia.

J. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: (Name of Applicant) – (Street or Box Numbers) / (City, State, Zip)

Phone Number: _____

Due Date & Time: January 30, 2012 at 5:00 p.m.

RFP Title: 2012-2013 Infant & Toddler Specialist Network

RFP #: CECD-12-042

Attention: Arlene Kasper

The envelope should be addressed as directed on the RFP Cover Page Application Form of the solicitation. The applicant 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.

- K. **OBLIGATION OF APPLICANT AGENCY:** By submitting a proposal, the applicant covenants and agrees that the applicant has satisfied itself, from its own investigation of the conditions to be met, that the applicant fully understands its obligation and that it will not make any claim for or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.
- L. **OWNERSHIP OF MATERIAL:** Ownership of all data, material and documentation originated and prepared for VDSS pursuant to the RFP shall belong exclusively to VDSS and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an applicant shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the applicant must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Any reports, studies, photographs, negatives, films, videos, or other documents prepared by the sub-grantee in the performance of its obligations under this contract shall be the exclusive property of VDSS and all such materials shall be remitted to VDSS upon completion, termination or cancellation of this contract. The sub-grantee shall not use, willingly allow or cause to have such materials used for any purpose other than performance of the sub-grantee's obligations under this contract without the prior written consent of VDSS. Any materials produced under this contract must bear a statement that the project was supported by VDSS and identify the title of the funding source.

The sub-grantee agrees that any publication (written, visual or sound, but excluding press releases, newsletters and issue analyses) issued by the sub-grantee or by any applicant describing programs or projects funded in-whole or in-part with federal funds, shall contain the following statement:

This project was supported by the Virginia Department of Social Services (VDSS) Grant # 93.575, with funds made available to Virginia from the U.S. Department of Health and Human Services. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of VDSS or the U.S. Department of Health and Human Services.

The sub-grantee also agrees to:

- obtain VDSS written consent before any publication developed under the contract is made available to the public; press releases, newsletters, issue analyses and routine documents are excepted from this requirement; and
 - submit two copies and an electronic copy of any such publication to VDSS when it is made available to the public so it can be placed on file and distributed as appropriate to other potential applicants or interested parties. VDSS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
- M. **PRIME SUB-GRANTEE RESPONSIBILITIES:** If approval is granted by VDSS to sub-contract any portion of this contract, the sub-grantee shall be responsible for completely supervising and directing the work under the 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 sub-grantee. The sub-grantee 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.
- N. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for up to four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- O. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of VDSS. In the event that the sub-grantee desires to subcontract some part of the work specified herein, the sub-grantee shall furnish VDSS a description of the activities to be contracted and the names, qualifications and experience of their proposed subcontractor(s). Subcontracts must be on a reimbursable basis. Any subcontracts for evaluation or outcome measures must require at least quarterly status reports that must be submitted to VDSS with the sub-grantee's next monthly report. The sub-grantee must require the subcontractor to follow applicable federal and state requirements of the contract. The sub-grantee 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.
- P. **SUPLANTATION OF FUNDS:** The applicant/sub-grantee assures that funds made available under this contract will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would be, in the absence of these funds, made available for child care for infants and toddlers.
- Q. **CRIMINAL HISTORY RECORD REPORT:** Notwithstanding General Terms and Conditions, Section VII, VDSS may require exclusion of Infant and Toddler Specialist Network (ITSN) employees who have contact with children and are ex-offenders based on the nature of the criminal history and the risk to the children in child care programs. The sub-grantee is to require criminal history reports on ITSN job applicants who may have contact with children, and deny employment if

appropriate to any applicant having a criminal background. Performing criminal history reports is to be included in any contract or agreement with regional ITSN offices so criminal history reports are conducted on regional ITSN employees as well.

- R. **SMOKE FREE ENVIRONMENT**: By submitting their proposals, applicants certify to the Commonwealth that they will comply with the requirements of Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the *Pro-Children Act of 1994 (Act)*, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The sub-grantee further agrees that it will require the language of this certification be included in any sub-awards or contracts, which contain provisions for children's services. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.
- S. **CERTIFICATION REGARDING LOBBYING**: The undersigned certifies, to the best of his or her knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- T. **SECTION 504 OF THE REHABILITATION ACT OF 1973**: The sub-grantee certifies that it will comply with Section 504 of the *Rehabilitation Act of 1973* (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity for which the sub-grantee receives federal financial assistance from the Department of Health and Human Services.
- U. **TITLE IX OF THE EDUCATION AMENDMENTS OF 1972**: The sub-grantee certifies that it will comply with Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the sub-grantee receives federal financial assistance from the Department of Health and Human Services.
- V. **THE AGE DISCRIMINATION ACT OF 1975**: The sub-grantee certifies that it will comply with the *Age Discrimination Act of 1975* (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the sub-grantee receives federal financial assistance from the Department of Health and Human Services.
- W. **TRAFFICKING VICTIMS PROTECTION ACT OF 2000**: The sub-grantee shall comply with the *Trafficking Victims Protection Act of 2000*, as amended (22 U.S.C. 7104). A sub-grantee that is a private entity (i.e., any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25), its employees, subrecipients under the award, and subrecipients' employees may not: (1) engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) procure a commercial sex act during the period of time that the award is in effect; or (3) use forced labor in the performance of the award or subawards under the award. VDSS may cancel this award, without penalty, if the sub-grantee has been determined to have violated a prohibition listed in this condition or has an employee who is determined to have violated a prohibition listed in this condition.

- X. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:** The applicant agrees to comply with 2 CFR part 180 as supplemented with 2 CFR part 376, complete a Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion prior to finalizing any financial agreements pursuant to 2 CFR Part 376, and include condition X in lower-tier covered transactions.
- Y. **SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE:** It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the sub-grantee 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 bidder/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). If small business subcontractors are used, the prime sub-grantee 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.
- Z. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
- AA. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:**
The solicitation/contract will result in multiple purchase order(s) 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 thru July 31, 2011, 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.

c. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 0.75%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, Capped at \$1,500 per order.

d. For orders issued July 1, 2012 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 specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA 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.

Note: The eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION clause does not apply to governmental entities.

BB. NOTIFICATION OF POSITIONS VACATED AND FILLED: The sub-grantee must promptly notify VDSS whenever contract funded positions are vacated and must notify VDSS when such positions are filled.

CC. NOTIFICATION OF UPCOMING MEETINGS AND TRAINING EVENTS:

Upon request, the sub-grantee must provide VDSS information about upcoming meetings and training events sponsored by the contract and allow VDSS staff to attend.

DD. PURCHASE OF EQUIPMENT AND PRODUCTS: In accordance with Public Law 103-333, the *Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995*, the sub-grantee should to the greatest extent practicable, purchase American-made equipment and products.

IX. METHOD OF PAYMENT

A. FISCAL ADMINISTRATION: These funds are not intended to supplant existing resources or to duplicate existing funds. It is expected that this source of revenue will encourage and stimulate contributions from other public and private sources.

A contract will be signed between VDSS and an authorized representative of the applying agency/organization upon granting of a sub-grant award. Upon approval of the contract, the sub-grantee will be paid according to subsection B (Compensation) of section IX (METHOD OF PAYMENT). Therefore, the applicant agency/organization must be prepared to pay expenses as they are incurred. The sub-grantee should allow 30 days from the time expenditure statements/request for funds are received by VDSS until reimbursement is received. If errors are found in the expenditure statements, the 30 days will be from the date errors are corrected.

The sub-grantee will be required to maintain adequate accounting records to support all requests for reimbursement. These records shall be available for review by the State.

Payment will be made via direct deposit (electronic data interchange – EDI). Upon award, the sub-grantee must complete the Vendor Electronic Payment Information Form and the EDI Payment Agreement for Vendors (www.doa.state.va.us).

B. COMPENSATION: Compensation to the sub-grantee for delivered services shall be as follows:

1. The sub-grantee shall receive reimbursement from VDSS for expenditures paid by the sub-grantee for services during the contract period. The invoice period shall be monthly. The sub-grantee shall invoice VDSS each month on forms supplied by VDSS and shall submit an expenditure statement/request for funds and financial report showing no services delivered if that is the case in any invoice period. VDSS shall not be obligated to pay for services when the sub-grantee's monthly expenditure statements/request for funds and a financial report for such services are not received within thirty (30) calendar days after

the close of the month in which services were delivered or under special circumstances upon alternate directions of VDSS. Expenditure statements/request for funds which are valid and correct shall be processed and paid no later than thirty (30) calendar days after receipt of the complete expenditure statement/request for funds and all supporting documentation.

2. No amendments to the line items of the approved budget may be made without the prior written approval of VDSS. No more than four (4) budget amendments, excluding any amendment that may be proposed as a result of refining the program plan within the first 120 day period of the contract, will be permitted during the contract period. Budget amendments must be requested in writing and be accompanied by a narrative.

3. All revenue from the sale of products derived through activities performed pursuant to this contract shall be reported to VDSS and may be applied as an adjustment to defray costs for VDSS.

4. If the sub-grantee fails to correctly provide any services and/or reports as specified in the terms and conditions of the contract, and in the time period specified, VDSS may withhold payment of expenditure statements/request for funds until said services and/or reports are provided. Failure to submit any required reports within the specified time period may result in revocation, termination or suspension of the contract. All services provided by the sub-grantee pursuant to this contract shall be performed to the satisfaction of VDSS, and in accord with applicable federal, state and local laws, ordinances, rules and regulations. The sub-grantee shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, State or local laws, ordinances, rule or regulations.

CERTIFICATION: I certify that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with the provisions of all other federal and state laws and rules and regulations that apply to this award.

Authorized Representative of Applicant

Title

Date

X. ATTACHMENTS

- A. Health and Safety Matrix for Infant & /Toddler Specialist Network
- B. Professional Development Opportunities and Documents for Caregivers/Teachers/Directors
- C. Current Regional Infant & Toddler Specialist Network Offices
- D. Regions for Infant & Toddler Specialist Network

- E. Logic Model for Infant & Toddler Specialist Network
- F. Applicant Data Form
- G. Overview of Activities/Outcomes
- H. Itemized Budget Summary
- I. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- J. W-9 Request for Taxpayer Identification Number(s) and Certificate
- K. State Corporation Commission Form