

REQUEST FOR PROPOSAL

RFP Number: 2018RFPICFNutritionSvcs
Issue Date: May 18, 2018
Title: **NUTRITION SERVICES FOR THREE INTERMEDIATE CARE FACILITIES – Mount Hermon Manor, River View Place and Bridge View Place**
Issuing Agency: Danville-Pittsylvania Community Services (DPCS)
245 Hairston Street, Danville, Virginia 24540
Period of Contract: July 1, 2018 through June 30, 2019; with four (4) one year renewal options
Worksite: 1) Mount Hermon Manor, 4769 Franklin Turnpike; Pittsylvania County, Virginia
2) River View Place, 504/506 Middle Street, Danville, VA
3) Bridge View Place, 505 Keen Street, Danville, VA

Direct all inquiries for information to Sara Craddock, Director of Developmental Services, scraddock@dpcs.org or 434-799-0456 extension 3121 by Tuesday, May 29, 2018.
Unauthorized contact with other DPCS staff regarding this RFP may result in disqualification of the Offeror.

Proposals may be mailed or hand delivered directly to Danville-Pittsylvania Community Services at the following address:
*Danville-Pittsylvania Community Services (West Wing Receptionist Area)
245 Hairston Street, Danville, Virginia 24540.*

Sealed proposals for furnishing services must be received by DPCS no later than Friday, **June 1, 2018 at 2:00 PM. Eastern Time.** DPCS will not consider late proposals. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt. One (1) original response to the proposal is required.

Signed Proposal:

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror:

Date: _____
By: _____
Typed Name: _____
FEIN/SSN#: _____ Telephone No. _____
Email: _____

This cover page must be returned with a copy of the Request for Proposal, Attachment A, Attachment B, Attachment C and Attachment D which consists of fifteen (15) pages.

REQUEST FOR PROPOSAL

PROVISION OF NUTRITION SERVICES FOR THREE INTERMEDIATE CARE FACILITIES FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES (ICF/IID)- Mount Hermon Manor, River View Place and Bridge View Place

Issue Date: May 18, 2018

Danville-Pittsylvania Community Services (hereinafter called the “Agency”) invites qualified proposers (hereinafter called the “Offeror”) to submit a proposal to serve as a Dietitian for Mount Hermon Manor (five bed facility) located at 4769 Franklin Turnpike, River View Place (twelve bed facility) located at 504/506 Middle Street, and Bridge View Place (eight bed facility) located at 505 Keen Street, all Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID).

I. Contract Period

The term of the Contractual Agreement shall commence on July 1, 2018 and shall cease on June 30, 2019, with the option to renew for up to 4 consecutive years.

II. Scope of Services

Qualifications

- (1) Must be eligible for registration by the American Dietetic Association and have a baccalaureate degree with major studies in food and nutrition, dietetics, or food service management and
- (2) Must have one year of supervisory experience in the dietetic services of a health care institution and
- (3) Must participate in continuing dietetic education.

Services

The Qualified Provider shall provide all services as requested by the Agency, including but not limited to the following:

- A. Evaluate nutritional needs of residents within the first 30 days after admission to the program and at least annually thereafter, and will provide a written report of these evaluations.
- B. Attend interdisciplinary team meetings for each resident once a year or as needed.
- C. Write menus for all meals according to standards provided by the Virginia Department of Health.
- D. Provide in-service training to Support Staff at least once annually or as needed.
- E. Provide direction to staff on proper food handling and cleanliness practices.
- F. Regularly inspect food service area and provide monthly administration reports on findings and recommendations.

III. Compensation and Method of Payment

The Offeror awarded the contract will invoice the Agency on a monthly basis and will be paid thirty (30) days from the receipt of the invoice. The Offeror awarded the contract

will provide a completed IRS Form W-9 to the agency in order to receive the first payment of the contract period and will update the IRS W-9 annually thereafter.

Services will be compensated per unit of service, defined by as one (1) hour. Total units of service will be up to thirty (30) hours per month – an average of three (3) to five (5) hours per week. Days and/or hours of work will be established with the facility manager on a month-to-month basis. Additional hours can be negotiated on a case-by-case basis. Only the units of service provided will be compensated as required by the Agency.

IV. Compliances

The Offeror agrees to comply and shall ensure that its agents, servants, employees or other persons providing Services comply with all federal, state and Agency policies and procedures, and all applicable federal, state, and local laws, regulations, rules, policies, and procedures, including, but not limited to, the following with the “Offeror” referenced below as the “Contractor”:

- A. Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the DBHDS (“Human Rights Rules”);
- B. Anti-discrimination: Contractor shall conform to the provisions of the Titles VI and VII of the Federal Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, Executive Order 11246, 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). No person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, faith based status or any other basis prohibited by law will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor;
- C. Immigration: Contractor certifies that it does 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;
- D. The Virginia Freedom of Information Act and the Virginia Privacy Protection Act;
- E. All mandatory DBHDS certification standards and all licensure requirements applicable to the Services;
- F. Drug-Free Workplace: During the performance of this contract, Contractor agrees to:
 - (i) provide a drug-free workplace for 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 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 Contractor that Contractor maintains a drug-free workplace; and (iv) include in the provisions of the foregoing clauses in every subcontract or purchase

order 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.

G. Health Insurance Portability and Accountability Act of 1996 (HIPAA): Except as otherwise limited, Contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of the Agency, as specified in this contract. In performance of this contract the Contractor agrees to:

1. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
2. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by the terms of this contract or as required by law, including 42 C.F.R. 2.1;
3. Report to the Agency any use or disclosure of PHI not provided for by this contract of which it becomes aware;
4. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Agency as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
5. Ensure that any agent to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
6. Promptly report to the Agency any security incident of which it becomes aware.

V. Insurance and Indemnification

A. The Offeror awarded the contract shall, at the Offeror's own expense, maintain liability insurance covering the Offeror and Offeror's employees (if applicable), agents and permitted assigns in the minimum amounts which equal One Million Dollars (\$1,000,000.00) per occurrence. The Offeror awarded the contract shall additionally cause to be issued by such insurer or insurers a certificate thereof reflecting such coverage and shall request such insurer or insurers to provide prior written notice to the Agency of the cancellation or proposed cancellation thereof for any cause. The Agency shall not be required to provide such insurance nor shall the Agency be liable for the payment of any premiums on such insurance. In addition, the Offeror awarded the contract shall maintain any such other insurance the Agency may reasonably require.

B. It is expressly understood and agreed the Agency will not furnish the Offeror awarded the contract with liability insurance, or any other insurance coverages, to protect

Offeror from claims which may arise from the Offeror's activities related to provision of services.

- C. The Offeror agrees to indemnify and hold harmless the Agency and its directors, officers and employees (collectively, "DPCS Indemnitees") from any and all claims caused or resulting from willful misconduct or negligent acts or omissions of the Offeror, its employees, agents and permitted assigns, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with any such action if brought against DPCS Indemnitees by reason of any such claims or causes of action. DPCS Indemnitees shall promptly notify the Offeror awarded the contract of any such claims. The Agency shall reasonably cooperate and assist the Offeror awarded the contract in investigating such claims to the extent permitted by law. Moreover, DPCS Indemnitees will promptly give the Offeror an opportunity to defend the same with counsel chosen by the Offeror and reasonably acceptable to DPCS Indemnitees. If the Offeror fails to defend a claim within a reasonable time after receiving notice, the DPCS Indemnitees shall be entitled to assume the defense thereof, the cost of which shall be reimbursed to DPCS Indemnitees by the Offeror, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with such defense. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement with the award of the contract.

VI. Limitation of Liability

The Agency shall not be liable for damages to property or injury to persons sustained as a result of the Offeror's performance under the Contractual Agreement with the award of the contract, except where such damages or injury were proximately and directly caused by the willful misconduct or gross negligence of the Agency. The Offeror renders services to residents at the Offeror's own risk and assumes all risk of loss. The Agency shall not be responsible or liable to the Offeror for any loss or damage that may be occasioned by or through the acts of residents receiving services from the Offeror. All personal property belonging to the Offeror shall be at the sole risk of the Offeror, and the Agency shall not be liable for the theft or damage to the Offeror's property. The Offeror agrees that any insurance covering the Offeror's personal property shall be the Offeror's sole responsibility. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement with the award of the contract.

VII. Miscellaneous

- A. Independent Contractor. It is expressly understood and agreed the Offeror awarded the contract for these services, including any agent, servant, employee or other individual providing Services, is and shall be considered an independent contractor or vendor to the Agency and shall not in any way be considered or construed as an employee of the Agency for any purpose or under any circumstance.
- B. Subcontracting and Assignment. The Offeror awarded the contract shall not assign its interest in this agreement or subcontract any Services without the express written consent of the Agency. In the event the Offeror desires to subcontract all or some part of the Services, the Offeror shall furnish the Agency with the names, qualifications, and experience of the proposed subcontractor(s). In the event of a subcontract, the Offeror shall remain fully liable and responsible for the Services performed by the

subcontractor(s) and shall ensure compliance with all the requirements of this agreement by the subcontractor(s).

- C. Subordination. The Agency's policies and procedures will take precedence in the event of a conflict between the Agency and the Offeror's policies and procedures.
- D. Governing Law and Venue. The Offeror awarded the contract and the Agency agree that the laws of the Commonwealth of Virginia shall govern the validity and construction of this agreement. Any dispute resulting from this agreement, its interpretation, or performance, shall be brought only in the courts of the City of Danville.
- E. Transacting Business in Virginia. If the Offeror is a stock or nonstock corporation, limited liability company, business trust or limited partnership, or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity, if so required by Title 13.1 or Title 50 of the Virginia Code, or if 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.
- F. Nondiscrimination of contractors. An offeror 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. 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 the objection, access to equivalent goods, services, or disbursements from an alternate provider.
- G. Anti-discrimination. By submitting a proposal, the offeror certifies to the Agency it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of 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, section 2.2-4343, 1E*).

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

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.

H. Ethics in public contracting. By submitting their proposal, the offeror certifies their proposal is made without collusion or fraud and 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.

I. Debarment status. By participating in this procurement, the vendor certifies they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this solicitation. Vendor further certifies they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

VIII. Instructions

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original marked RFP# 2018RFPICFNutritionSvcs Request for Proposal, will be received no later than 2:00 PM, Eastern Time, on June 1, 2018, at:

Danville-Pittsylvania Community Services
West Wing Receptionist
Attn: Mary Beth Clement, Director of Finance
245 Hairston Street
Danville, Virginia 24540

2. Mark the outside of the envelope with RFP# 2018RFPICFNutritionSvcs and proposal subject, NUTRITION SERVICES FOR THREE INTERMEDIATE CARE FACILITIES – Mount Hermon Manor, River View Place and Bridge View Place.
3. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by the Senior Secretary at the West Wing Front Desk before the deadline indicated in Paragraph 1 of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the Agency from requesting additional information at any time during the procurement process.
4. In the event the Agency is not operating under normal staffing levels or if the location for receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify Mary Beth Clement, Director of Finance, at (434) 799-0456, three working days prior to need.
6. Any proposal submitted MUST include the cover sheet and all 15 pages of this Request for Proposal which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
7. Proposals shall not be accepted via fax or e-mail.
8. For information pertaining to the decision to award on this procurement transaction, offerors may access public notification electronically at www.dpcs.org. DPCS will post the award announcement decision on the website for a minimum of ten days after award.

B. Submittal Format

In order to be considered for selection, the Offeror must submit a complete response to this request which includes one (1) signed original and must include the signed cover page and Pages 2 through 15 which includes Attachments A, B, C and D of the Request for Proposal.

IX. Evaluation Criteria

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations.

Criteria
1. Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision
2. Demonstrated experience, education, and training of the offeror and if applicable, all personnel who will be assigned to work with individuals under the resulting contract
3. Demonstrated knowledge of applicable federal, state, and/or local laws, regulations,

and/or policies governing the services to be provided
4. Experience providing nutrition services to individuals with Intellectual Disabilities in ICFs or similar settings

X. Award Procedure

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, DPCS shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror.

The Agency reserves the right to request additional information from any Offeror that the Agency considers necessary to make an informed decision about its qualifications. However, the Agency may make its decision without further contact with the Offeror. Therefore, the Offeror must submit with its proposal all information requested in enough detail to clearly demonstrate its qualifications.

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

The award notification will be posted on the procurement page of the Agency website at <http://www.dpcs.org>.

XI. Offeror Representations and Warranties

As of the date of this Request for Proposal, the Offeror represents and warrants to the Agency the following:

- A. That Offeror possesses all educational degrees, licenses and registrations required and necessary to perform the professional services outlined within this Request for Proposal. If awarded, the Offeror will provide to the Agency current copies of all licenses, educational degrees, registrations, and certifications of insurance as required by the professional services being performed.
- B. That except as set forth in **Attachment B** attached hereto and incorporated herein by this reference, there are no (i) legal, administrative, arbitration or other proceedings pending against the Offeror, and (b) there are no (i) governmental investigations or (ii) proposed or threatened in writing claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity, known to the Offeror, pertaining to the Offeror. The Offeror is in material compliance with and is not in default in any material respect under any laws, ordinances, requirements, standards, regulations, or orders applicable to the Offeror.
- C. The Offeror shall have a continuing obligation to immediately notify the Agency if any representation made by the Offeror becomes materially inaccurate, incomplete or misleading. Any representation made by the Offeror herein, which is or becomes

materially inaccurate or misleading, shall constitute a material breach of this Request for Proposal.

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ATTACHMENT A

MOUNT HERMON MANOR

Proposed hourly rate of compensation for each potential contract year for Mount Hermon Manor:

Year 1: _____ per hour

Year 2: _____ per hour

Year 3: _____ per hour

Year 4: _____ per hour

Year 5: _____ per hour

RIVER VIEW PLACE

Proposed hourly rate of compensation for each potential contract year for River View Place:

Year 1: _____ per hour

Year 2: _____ per hour

Year 3: _____ per hour

Year 4: _____ per hour

Year 5: _____ per hour

BRIDGE VIEW PLACE

Proposed hourly rate of compensation for each potential contract year for Bridge View Place:

Year 1: _____ per hour

Year 2: _____ per hour

Year 3: _____ per hour

Year 4: _____ per hour

Year 5: _____ per hour

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ATTACHMENT B

1. List your legal business name and federal tax identification number.

2. Attach a copy of your Bachelor’s Degree to verify compliance with the requirements listed on page 2, Section II, Scope of Services.

3. List years of experience.

4. Describe evidence of eligibility for registration by the American Dietetic Association as required on page 2, Section II, Scope of Services.

5. Describe your supervisory experience in dietetic services to meet the requirement on page 2, Scope of Services “(2) Must have one year of supervisory experience in the dietetic services of a health care institution”.

6. List your continuing education attendance to meet the requirement on page 2, Scope of Services “(3) Must participate in continuing dietetic education”.

7. Describe your experience with individuals diagnosed with an intellectual disability.

8. Describe your experience with individuals in an Intermediate Care Facility or similar facility.

9. List three references for services rendered similar in scope to this proposal, list contact name, organization and contact phone number.

(1) _____

(2) _____

(3) _____

10. Has there been any legal, administrative, arbitration or other proceedings filed or pending against you, the Offeror? If yes, please describe.

11. Has there been any governmental investigations involving you, the Offeror? If yes, please describe.

12. Are there any proposed or threatened claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity, known to you, the Offeror? If yes, please describe.

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ATTACHMENT C

VIRGINIA STATE CORPORATION COMMISSION (SCC) REGISTRATION INFORMATION

The Offeror: _____

- is a corporation or other business entity with the following SCC identification number:
_____ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that required acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Contractor in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Contractor's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Contractor's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date go bids/proposals:

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ATTACHMENT D

Legal Name of Offeror: _____

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX(ES) BELOW, per the definitions listed:

- SMALL BUSINESS WOMEN-OWNED BUSINESS MINORITY-OWNED BUSINESS
 SERVICE DISABLED VETERAN LARGE NONPROFIT NONE OF THE ABOVE

DEFINITIONS - For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Large business" means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

"Nonprofit" means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.