



2241 LANGHORNE ROAD * LYNCHBURG VA 24501 * (434) 847-8050 * FAX (434) 847-6099

RFP #1777

In-House Pharmacy, Incontinent & Nutritional Services for CSB Consumers

ISSUE DATE: September 17, 2012

ISSUING AGENCY: **Central Virginia Community Services Board**
2241 Langhorne Road
Lynchburg, VA 24501-1114

PRE-PROPOSAL CONFERENCE: Thursday September 27, 2012; 2:00 p.m., Lobby at the Landover Center,
2235 Landover Place, Lynchburg, VA 24501-1114

PROPOSAL DUE DATE: Thursday, October 18, 2012; 2:00 p.m. local time,
2241 Langhorne Road, Lynchburg, VA 2451-1114

PERIOD OF CONTRACT: The initial term of this award shall be from date of negotiated contract through June 30, 2013. Thereafter the contract may be renewed annually for up to five (5) one-year periods (July 1 - June 30) at the discretion of CVCSB, based on satisfactory performance and appropriation of budgetary funds.

All inquiries should be directed to:

Jay Goding

Central Virginia Community Services Board
2241 Langhorne Road, Lynchburg, VA 24501-1114
434.847-8050 (phone) 434.455.3431(fax)
jay.goding@cvcsb.org

Sealed proposals for furnishing the services described herein will be received until 2:00 p.m. local time, Thursday, October 18, 2012; 2:00 p.m. local time, at the Administrative Bldg of Central Virginia Community Services Board, 2241 Langhorne Road, Lynchburg, VA 24501-1114. It is the Offeror's responsibility to ensure that proposals are received at the location indicated by the date and time stated. Late proposals will be returned unopened.

Name and Address of Offeror:

_____ Date: _____

_____ By: _____

_____ Signature: _____

_____ Zip: _____ Title: _____

1.0 PURPOSE

1.1 The purpose of this RFP is to solicit proposals for the purposes of entering into a contract with a qualified Health Care Agency, Medical Care Delivery Organization, Health Maintenance Organization, or other licensed Pharmaceutical Agency for the provision of **In-House Pharmacy, Incontinent & Nutritional Services for CSB Consumers** to the consumers of the CSB (Central Virginia Community Services Board) in accordance with the terms and conditions of the RFP.

1.2 The CSB is seeking a combination mail order and onsite service delivery model will consider a variety of service delivery models in assessing the best model for its consumers. Qualified Offerors are invited to propose both service delivery models.

2.0 BACKGROUND

2.1. Central Virginia Community Services Board (CVCSB) has facilities in the surrounding area to provide Services for Mental Health, Intellectual Disability, Substance Abuse and Prevention. The CSB is committed to providing recovery-based services that are consumer centered and directed to all individuals needing services. The CSB has provided financial assistance to its consumers by obtaining pharmaceutical prescriptions from a variety of public and private resources for consumers that are indigent and without prescription medication benefits when clinically appropriate to do so. These resources include: community based pharmacies, Patient Assistance Programs, and Pharmacy Allotment funds provided by the Commonwealth of Virginia's Department of Behavioral Health and Developmental Services (DBHDS).

Prior to Pharmacy Allotment funds, the Community Resource Pharmacy has been providing medications that enable many individuals with acute and complex needs to be served in community settings. These medications reduce the symptoms associated with serious mental illness, thereby promoting recovery and successful community integration.

The Community Resource Pharmacy (CRP) has been supporting patient-focused, cost effective and cost efficient pharmaceutical care that emphasizes empowerment and recovery. The goal has been to provide access for the thousands of Virginia mentally ill consumers who cannot afford psychotropic prescription medications to support the promotion of their recovery and ongoing successful community integration and tenure.

The CSB has sites that were designated as Alternative Delivery Sites for the CRP. All Alternative delivery Sites must meet regulations set by the Virginia Board of Pharmacy for the storing and distribution of pharmaceuticals in accordance with 18 VAC 110-20-710. http://www.dhp.virginia.gov/Pharmacy/pharmacy_guidelines.htm

CRP prescribers and their clientele must meet certain eligibility criteria to receive pharmacy services through the Community Resource Pharmacy. Included in these criteria was an active "open" case with a CSB for counseling and/or medication management. In addition, eligible clients must meet at least four (4) of the criteria as outlined below.

1. Medically Indigent certified by the serving CSB, and
2. Income falls below Federal Poverty Lines \leq 200% and
3. Prior State Hospitalization, (not including Temporary Detention Order only admissions), and/ or
4. Local Inpatient Purchase of Service, ("LIPOS"; not including temporary detention orders) and or
5. Treatment in a DBHDS approved Crisis Stabilization Unit, or
6. Community Intake Consumer as defined by the CSB or
7. A Non-formulary "waiver" (on file and within date at the CRP) and/ or
8. Medicare Eligible individuals experiencing coverage gap difficulties for submission in the State Pharmacy Assistance Program.

The Commonwealth of Virginia closed the CRP effective December 16, 2009 and ceased filling prescriptions effective November 2, 2009. Funding has been provided to the CSB to procure prescriptions from an alternate source. Therefore, this pharmacy services contract is designed to meet the medication needs of consumers served at counseling centers operating during regular business hours of M-F, 8:30 a.m. to 6:00 p.m., and a 24-hour residential facility. Established in 1969 as a multi-jurisdictional Community Services Board responsible for providing a comprehensive system of quality treatment and supports for mental health, intellectual disability, and substance use disorders, as well as monitoring and evaluating such services to ensure their cost effectiveness and applicability to citizen needs. CVCSB has 40 programs and approximately 650 employees working to provide these services. The CVCSB has multiple facilities offering and housing adult outpatient services.

There are approximately 9,400 outpatient psychiatric visits annually. These outpatient visits occur at the psychiatric clinic, which maintains a patient census of approximately 1,550 patients. CVCS Adult and Family Services have one FTE (Full Time Employee) Chief Psychiatrist, 1 FTE Psychiatric Nurse Practitioner, and three part time psychiatrists, as well as one part time telepsychiatrist. Our ICF ID housing has 3 primary care physicians that serve 26 individuals in their homes. The Waiver supported homes work with local community physicians to obtain their prescriptions.

The Commonwealth of Virginia's Department of Behavioral Health and Disability Services (DBHDS) provided, for many years, a mail-order Community Resource Pharmacy, historically known as the "aftercare pharmacy" so that patients who had been hospitalized in state mental facilities could continue to receive medications following discharge. This was a mail-order pharmacy, and patients typically had to wait approximately three weeks for their medications to arrive. Over the years, the criteria for eligibility expanded to include psychiatric patients being discharged from psychiatric units in private hospitals. In 2004, the DBHDS would provide the funds to CVCSB that represented the cost of the medications our patients received from the aftercare pharmacy and in 2010; CVCSB awarded and executed a contract with an outside Offeror Diamond Pharmacy. CVCSB also continued pharmacy services by contracting with a local independent pharmacy. In the summer of 2012, the CVCSB has decided to explore an in-house alternative once the current contract ends in November of 2012. Therefore, it is timely for CVCSB to consider alternative arrangements for providing pharmacy, incontinent, and nutritional services to our consumers.

State and local governments, federal agencies, and client fees provide funding for services. CVCSB directly operates and contracts for an array of services in its catchment area, which includes the Cities of Lynchburg, Altavista, and Bedford, and the Counties of Amherst, Appomattox, Bedford, and Campbell.

2.2 Payment Sources

Patients who meet eligibility criteria and who do not have insurance may be covered under pharmacy allotment funds, or the atypical medication program. For both funding sources, the client has an \$11.00 per month administration fee. The prescriptions must be written by a CVCSB prescriber. The copays for both state and atypical medications may be waived if the case manager completes a copayment waiver form.

2.3 Volume of patients and prescriptions, and categories of prescriptions written:

Currently we have 77 clients in PACT with a total of 266 scripts for psychiatric medications and 209 for medical medications. At our Landover outpatient location, we outsource between 400-600 prescriptions per month via mail-order and 80 pharmacy scripts from a local pharmacy for pickup/delivery to client homes. Additionally, in our housing programs including Adult Living Facility, Intermediate Care Facilities, and Group Homes we provide 299 non-psychotropic (oral medications), 45 psychotropic medications, 78 topical medications, PRNs of 195, depends type products of 13, dietary supplement products (Ensure), and injection medication. Staff utilizes local commercial pharmacies to fill prescriptions ordered during weekend and holiday hours. We estimate 500 cases of adult briefs and adult wipes annually. Nutritional supplies are fewer and new but not limited to Ensure, Benecalore, Beneprotien, and Metamucil. We estimate these nutritional supplies to be 250 cases annually.

2.4 For more information about CVCSB, please visit our website, www.cvcsb.org

3.0 SCOPE OF SERVICES

3.1. Qualified Offerors are encouraged to submit proposals for Pharmacy Services illustrating both service delivery models mentioned below, including but not limited to:

A. SERVICE DELIVERY MODEL (A)

A central pharmacy, similar to the Community Pharmacy Model, which includes the delivery of consumer prescriptions to the CSB alternative delivery sites. A delivery system in which medication orders are faxed to a licensed pharmacy by the CSB staff and medications are delivered within 24-48 hours of order transmittal, including weekends.

Successful Offeror shall provide pharmacy services to the CSB to include the following components:

- a. The pharmacy shall receive prescription orders from the CSB by facsimile transmittal or via telephone in an emergency situation. A hard copy will follow any telephone order as specified by law.
- b. Provide at least daily delivery of medication, to select sites, including Sunday and National and State holidays. These holidays shall be discussed at the time of Contract Negotiations.
- c. Ensure that all medication shall be labeled in accordance with Federal and Virginia State Law, and the Virginia Board of Pharmacy regulations, and keep appropriate records on all prescriptions ordered by the CSB.
- d. Provide full credit for all returned medications that meet relevant chain of custody requirements.

- e. Dispensing quantities of prescription medications shall not exceed 31 to 90 day supplies.
- f. Dispense injectible medications, specifically decanoates such as haloperidol and fluphenazine, and Risperdal Consta, along with any new formulary injectibles.
- g. Provide monitoring of laboratory results required for medications (e.g. clozapine).
- h. Maintain consumer medication profiles. Allergies, drug interactions, duplication of therapy and contraindications require immediate notification provided by the pharmacist to the prescriber of any serious or significant issues. Create Medication Administration Records for Group homes and Intermediate Care Facilities (ICF), and provide a clinical pharmacist for participation in ICF multidisciplinary team.
- i. Every prescription medication package will have a label affixed that adheres to all regulations for labeling. Prescription labels will include the consumer's name, CVCSB patient number, location, date dispensed, prescription number, drug name and generic interchange information, dosage strength, quantity dispensed, directions for use (route and frequency), warning and/or precautions, dispensing pharmacist's initials, ordering prescriber's name, and expiration date.
- j. Have the capacity to dispense medications through unit dosing or blister packs.
- k. Accept medications for destruction that have been abandoned by CVCS clients having left residential services against medical advice.
- l. Provide DME equipment to the waiver and ICF homes (e.g. Adult incontinence supplies, nutritional supplements)
- m. Must have the ability to accept any type of electronic scripts

B. SERVICE DELIVERY MODEL (B)

A privately operated, fully functioning pharmacy at the CVCSB adult outpatient services location, the Landover Center, operating Monday – Friday , 9:30-0 am to 5:00 pm, and 10:00-1:00 on Saturdays except State and National holidays as agreed upon in contract negotiations. The Offeror will be responsible for the Pharmacy Store design and construction in an area that has been already designated inside our Landover Center site. This will be discussed during contract negotiations. The dimensional estimate of where the pharmacy will be located inside the Landover Center is 24' X 26.5' to renovate the Offeror's in-house pharmacy store.

The successful Offeror will provide a full service pharmacy to the consumers of CVCSB programs in a seamless, comprehensive, on-site pharmacy system that includes the following components:

- a. Any legally authorized prescriber may provide a CVCSB consumer a prescription to be filled. This will include psychotropic medications prescribed by an authorized CVCSB prescriber, and can include medications prescribed by a non-CVCSB prescriber for the consumer.
 - 1. For CVCSB prescribed medications, successful Offeror will bill the consumer's pharmacy benefit when the consumer has insurance, and will bill CVCSB when the consumer has no pharmacy benefit but is eligible and authorized by CVCSB.
 - 2. For non-CVCSB prescribed medications, successful Offeror will bill the consumer's pharmacy benefit. If the consumer has no pharmacy benefit, the consumer is responsible for the cost of the prescription, as there is no CVCSB subsidy for prescriptions ordered outside of CVCSB.
- b. Ensure that all medication shall be labeled in accordance with Federal and Virginia State Law and the Virginia Board of Pharmacy regulations.
- c. Keep appropriate records on all prescriptions ordered by CVCSB.
- d. Maintain computerized patient profiles.
- e. Provide full credit for all returned medications that meet relevant chain of custody requirements.
- f. Accept, for destruction, personal medications returned to the CSB by consumers and treatment providers that have been dispensed by the CVCSB pharmacy.
- g. Every prescription medication package will have a label affixed that adheres to all regulations for labeling. Prescription labels will include the consumer's name, CVCSB patient number, location, date dispensed, prescription number, drug name and generic interchange information, dosage strength, quantity dispensed, directions for use (route and frequency), warning and/or precautions, dispensing pharmacist's initials, ordering prescriber's name, and expiration date.
- h. Have the capacity to dispense medications through unit dosing or blister packs
- i. Dispense injectible medications, specifically decanoates such as haloperidol and fluphenazine, and Risperdal Consta, along with any new formulary injectibles.

- j. Maintain consumer medication profiles. Allergies, drug interactions, duplication of therapy, and contraindications require immediate notification provided by the pharmacist to the prescriber, or agent of the prescriber, of any serious or significant issues.
- k. Utilize pharmaceutical assistance program medications for qualified clients to include receipt, tracking, and dispensing of medications. Provide notification to CVCSB when client stock is reduced to a 30 day supply.
- l. Perform, every six months, inspections of the sites having a controlled substance registration to ensure compliance with Virginia Board of pharmacy regulations.
- m. Provide monitoring of laboratory results required for medications (e.g. clozapine).
- n. Provide DME equipment to the waiver and ICF homes(e.g. Adult incontinence supplies, nutritional supplements)
- o. Must have the ability to accept any type of electronic scripts

4.0 CLINICAL SERVICES

Regardless of service delivery model, the successful Offeror will:

- 4.1. Ensure that a registered pharmacist is available to the medical staff by telephone or page system for consultation regarding all aspects of medication use Monday – Friday, 9:00 AM to 6:00 PM, excluding agreed upon National and State holidays. Provide a clinical pharmacist for ICF team.
- 4.2 Provide, when requested, (but no more frequently than quarterly) in-service training to CVCSB staff on, but not limited to, the following subjects: drug security, documentation and sanitation standards for medication administration, education on specific medication use and therapeutics, and medication management.
- 4.3 When prior authorization is required, pharmacy will notify CVCSB for completion of the process.
- 4.4 Assist in obtaining Medicaid/Virginia Premiere ID numbers through the Medicaid helpline, and facilitated pricing look-ups for Medicare Part D.
- 4.5 Comply with Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation, and Substance Abuse Services, or applicable state human rights regulations.
- 4.6 Provide clinical pharmacist to participate in the ID Team process for the ICF homes. Also to complete a clinical review quarterly.

5.0 ADMINISTRATIVE AND MANAGEMENT SERVICES

- 5.1 The Offeror shall provide monthly statistical reports as follows:
 - 1. Summary of total drug cost for medications billed to CVCSB.
 - 2. Total usage and detailed lists of different therapeutic classes of medications prescribed.
 - 3. Any additional reports as requested by agency.
- 5.2 The Offeror shall provide printed monthly Medication Administration Records (MARS) as requested by programs where medications are administered to clients (ICF, Group homes, residential detox and crisis stabilization). These should be received with the delivery of the medication. Printed physician order forms for the ICF and group homes shall be provided.
- 5.3 A consultant pharmacist employed by the Offeror shall conduct quarterly inspections and audits of the on-site pharmacy services for regulatory compliance, drug security, drug storage and expiration date compliance, Pharmacy Policies and Procedures. Specifications of inspection and reporting formats shall be agreed upon between the Offeror and the CSB Psychiatric Director and other designated CVCSB staff. The results of the inspection/audits will be discussed with the CSB Psychiatric Director and other designated staff at the time of the inspection/audit. A written report will be submitted quarterly for quality assessment and improvement purposes.
- 5.4 The Offeror shall work with the CSB Chief Psychiatrist, Nursing Supervisors, and other designated staff to review, develop, and help implement pharmacy related policies and procedures that will be in compliance with the Federal and State of Virginia statutes as appropriate.
- 5.5 The Offeror shall provide and conduct a continuous monitoring system with the specific goal of improving quality of services and care provided. Medication error and omission shall be monitored and reported quarterly. All incidents of medication interactions, allergic reactions, contraindications, and duplication of therapy shall be reported to the Chief Psychiatric or Nursing Supervisor.

6.0. MANDATORY REQUIREMENTS

- 6.1 The Offeror must maintain the following standards during the course of the contract. **Evidence of Licensure must be submitted with the proposal** and must be verifiable throughout the term of the Contract. Failure to provide this documentation with the Offeror's response to the RFP will result in the disqualification of the proposal:
- a. Licensure in accordance with the State of Virginia Statutes Board of Registration in Pharmacy for a non-resident Pharmacy and/or resident Pharmacy, United States Department of Justice and the Drug Enforcement Administration as a retail pharmacy and as a Controlled Substances registrant in Schedules II through VI;
(See <http://www.usdoj.gov/dea/pubs/csa/csa.pdf>)
 - b. Follow all Federal and State Laws regarding Pharmacy Services, as amended;
(See <http://www.dhp.virginia.gov/Pharmacy/leg/PharmacyLaw 7-2009.doc> and <http://www.dhp.virginia.gov/Pharmacy/leg/Chapter%2033%20Pharmacy.doc>)
 - c. Licensed by the Commonwealth of Virginia, Board of Pharmacy;
(See <http://leg1.state.va.us/000/reg/TOC18110.htm>)
 - d. Eligible to provide pharmacy services through Medicaid and Medicare;
 - e. Pharmacists employed by the Offeror who provide contractual services to the CSB will maintain licensure in good standing, and **will provide documentation of licensure with the proposal, upon commencement of services under the contract, and annually thereafter.**
- 6.2 The CSB's Medical staff and the successful Offeror team agree to notify each other, either verbally or in writing, as soon as appropriate, of extended absences of critical positions, and to identify a team member who will be attending to the responsibilities usually attended to by the person absent from the critical position, in an effort to minimize the program impact of such absences. Extended absences will be defined as two weeks or more.
- 6.3 The successful Offeror will meet at least quarterly with the designated CSB staff to review budget, facility, and other operational issues.
- 6.4 The Offeror must have an emergency preparedness plan in place to ensure that prescription medications can be provided in the event of a widespread emergency. An outline must be included with the proposal.
- 6.5 The successful Offeror must establish formal evaluation and quality control procedures to monitor each facet of the final contract. These procedures must provide sufficient information to allow CVCSB to monitor the program's progress and effectiveness. The Offeror will submit a quality control report to the Contract Administrator identified in the final Contract no later than June 1 of each contract year, for use by CVCSB in annually evaluating the program.

7.0 CONSULTING SERVICES

- 7.1 The Offeror's staff must be available for consultation with CVCSB staff on an as-needed basis between 9:00 AM and 6:00 PM, Monday through Friday.

8.0. CVCSB SERVICES

- 8.1 Ensure that the highest quality services are rendered to consumers in accordance with all applicable standards of the American Psychiatric Association and all Federal and State laws and regulations.
- 8.2 Maintain a safe and secure environment for maintenance and storage of all pharmaceuticals.
- 8.3 Provide CSB prescriptions on Tamper Resistant Prescription Pads meeting all three of the following criteria per the Centers for Medicaid and Medicare Services:
- a. One or more industry-recognized features designed to prevent unauthorized copying of a completed or blank prescription form;
 - b. One or more industry-recognized features designed to prevent the erasure or modification of information written on the prescription by the prescriber;
 - c. One or more industry-recognized features designed to prevent the use of counterfeit prescription forms;
 - d. Or, through the CVCSB electronic prescribing technology.

- 8.4 Maintain a separation of Offeror involvement in CSB operational matters unless related to pharmaceutical, health, and medical care issues and concerns.
- 8.5 Provide clinical and contractual matter contacts for the Offeror during regular business hours to the Chief Psychiatrist and Senior Director. Contact names to be provided upon Contract award.

9.0 PROPOSAL REQUIREMENTS:

- A. Proposals shall be signed by an authorized representative of the Offeror. By submitting a proposal, the Offeror certifies that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities for satisfying the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- B. The Respondent's proposal shall include:
1. the completed and signed RFP cover page, as well as a completed Attachment A, **Offeror Data Sheet**.
 2. resume of work experience.
 3. copy of licenses pertaining to this RFP.
 4. evidence of required insurance.
 5. explanation of all services included in fees.
 6. four (4) professional/business references.
- C. All documentation submitted with the proposal shall be included in that single bound volume. Elaborate brochures and other representations beyond those sufficient for presenting a complete and effective proposal are neither required nor desired.
- E. Any information thought to be relevant, but not specifically applicable to the enumerated Scope of Work, may be provided as an appendix to the proposal. If publications are supplied by the Offeror to respond to a requirement, the response should include reference to the document number and page number. Publications provided without such reference will not be considered relevant to the RFP.
- F. The Offeror shall submit one (1) original and three (3) copies of the proposal.

G. CONFIDENTIALITY

Offerors shall conform to all regulations and guidelines, both ethical and professional, regarding information and data obtained as to personal facts and circumstances related to clients of CVCSB to be held confidential during and following the term of this agreement. Client specific information will only be disclosed in accordance with state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Information related to CVCSB, and its programs, will not be divulged without CVCSB's written consent. Each individual, with whom a contract is executed, will be required to sign a Business Associate Agreement with CVCSB as required by HIPAA regulations.

10.0 EVALUATION AND AWARD OF CONTRACTS:

- A. Evaluation Criteria: Proposals shall be evaluated by the Agency using the following criteria, with a maximum number of **115** points awarded:
1. Quality of similar work: Is the firm experienced in providing services similar to that requested in the RFP? Is the firm experienced in working with individuals receiving mental health services? **Score: 1 – 20.**
 2. Does the proposal have an effective plan to provide adequate staffing and continuity of service at the pharmacy? What is the background and experience of the specific personnel that shall be assigned to this project, and what will their ongoing involvement be in the project? **Score: 1 – 20.**
 3. Evaluate the firm's project approach and understanding of the Scope of Services required in the RFP, as evidenced by their proposal. **Score: 1 – 20.**

4. Does the proposal include assisting with patient assistance program applications? Is there a plan for assisting with patient assistance program medications? **Score: 1 – 15.**
 5. Does the firm demonstrate financial Responsibility as evidenced by the carrying of Professional Liability/Errors and Omissions coverage as stated in the General Terms and Conditions, as well as all other required insurances as stated? Does the firm have sufficient capital resources to assure that patients' prescriptions can be filled for the quantity of medication prescribed? **Score: 1 - 15**
 6. Additional services that a firm may offer, such as phlebotomy, patient education programs or resources, staff training, or other services that would be beneficial for patients and/or staff. **Score: 1 - 5**
 7. Does the firm detail adequate protocols and plan for managing the Clozaril program? **Score: 1 - 5**
 8. References from other clients. **Score: 1 - 5**
- B. Award of Contract: After evaluating the Proposals received in response to the RFP, the Agency will engage in individual discussions and interviews with multiple Offerors deemed fully qualified, responsible and suitable on the basis of their initial responses, and with the professional competence to provide the required services. CVCSB will enter into negotiations to contract for stated services with Offerors they feel best meet the criteria set forth in this RFP. The decision of the Agency will be at its sole discretion and will be the final determination.

11.0 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.state.va.us/dps under "Manuals."

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Offeror 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 Offeror shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to CVCSB 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 Offeror agrees as follows:
 - a. The Offeror 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 Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror 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 Offeror 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 Offeror conveys, sells, assigns, and transfers to CVCSB 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 CVCSB under said contract.
- H. **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.

I. **PAYMENT**:

1. To Prime Offeror:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Offerors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Offeror 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, Offerors 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 Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror 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 Offeror awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Offeror'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 Offeror's intention to withhold payment and the reason.
- b. The Offeror 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 Offeror 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 Offeror performing under the primary contract. An Offeror's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Offeror who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- J. **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.
- K. **QUALIFICATIONS OF OFFERORS:** CVCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services and the Offeror shall furnish to CVCSB all such information and data for this purpose as may be requested. CVCSB reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. CVCSB further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy CVCSB that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated therein.
- L. **TESTING AND INSPECTION:** CVCSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- M. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Offeror in whole or in part without the written consent of CVCSB.
- N. **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. CVCSB may order changes within the general scope of the contract at any time by written notice to the Offeror. 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 Offeror shall comply with the notice upon receipt. The Offeror 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 Offeror accounts for the number of units of work performed, subject to

CVCSB's right to audit the Offeror's records and/or to determine the correct number of units independently;
or

- c. By ordering the Offeror 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 Offeror 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 Offeror 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 Offeror from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

O. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, CVCSB, after due oral or written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which CVCSB may have.

P. **INSURANCE:** By signing and submitting a bid or 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. The Offeror further certifies that the Offeror and any subcontractors will maintain this 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. Offerors 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, but not limited to, 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.)

NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows:

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Offerors	\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals or Health Maintenance Organizations.)
\$1,800,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2007 - \$1,925,000,

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia.

Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- Q. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror 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 an Offeror, 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.

- R. **NONDISCRIMINATION OF OFFERORS:** A bidder, Offeror, or 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 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.
- A. **ADDITIONAL INFORMATION:** CVCSB reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which CVCSB deems desirable.
- B. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, CVCSB, after due oral and written notice, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which CVCSB may have.
- C. **TAXES:** Sales to Central Virginia Community Services Board are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes.
- D. **TERMINATION:** Subject to the provisions below, the contract may be terminated by CVCSB upon thirty (30) days advance written notice to the other party; but if services hereunder are in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of CVCSB and until said services are completed and accepted.
1. **Termination for Convenience:** In the event that the contract is terminated or cancelled upon request and for the convenience of CVCSB, without the required thirty (30) days advance notice, then CVCSB shall be responsible for payment of services up to the termination date.
 2. **Termination for Cause:** Termination by CVCSB for cause, default, or negligence on the part of the Offeror shall be excluded from foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice required is waived in the event of Termination for Cause.
 3. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the price of the services delivered under the contract.

S. **BACKGROUND CHECK OF OFFERORS:** The U.S. Department of Health and Human Services' Office of the Inspector General (HHS-OIG) maintains a database of excluded individuals and entities who cannot participate in Medicare, Medicaid, and all other Federal healthcare programs. CVCSB is prohibited from utilizing the services of anyone appearing on the database. It is the policy of Central Virginia Community Services Board to (1) conduct an initial database search for such individuals prior to the execution of any contract and (2) to search the database on a monthly basis.

T. **PROTECTION OF PERSON AND PROPERTY:** The Offeror expressly undertakes both directly and through its subcontractor, to take every precaution at all times for the protection of persons and property, which may come on the site or be affected by the Offeror's operation in connection with the work.

1. *The Offeror shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.*
2. *The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this contract.*
3. *The Offeror shall continuously maintain adequate protection of all his work from damage and shall protect the owner's property from injury or loss arising in connection with this contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the contract documents or caused by agents or employees of the owner. He shall adequately protect adjacent property to prevent damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority, local conditions, any of the contract documents or erected for the fulfillment of his obligations for the protection of person and property.*
4. *In an emergency affecting the safety or life of persons or of the work, or of the adjoining property, the Offeror, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal.*

CENTRAL VIRGINIA COMMUNITY SERVICES BOARD

ATTACHMENT A

OFFEROR DATA SHEET

RFP#1777

1. **QUALIFICATIONS OF OFFEROR:** The Offeror must have the capability and capacity in all respects in order to satisfy all of the contractual requirements.

2. **YEARS IN BUSINESS:** Indicate the length of time you have been in business providing this type of service: ____ years ____ months.

3. **REFERENCES:** Indicate below a listing of at least four (4) recent references for whom you have provided this type of service. Include the date services were furnished and the name and address of the person the Agency has your permission to contact.

CLIENT	DATE	CONTACT ADDRESS AND PHONE
--------	------	---------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Offeror name, phone number, and state and date of incorporation. If not a corporation, state the type of business organization, names and addresses of owners, address and phone of principal place of business, date business began, and state in which organized:

5. Are you a Subsidiary of another company; a Parent business to another company; or/and an affiliate of another company. Subsidiary, Parent and/or Affiliate is to include, but not be limited to, any company with which you have an equity position in or a Company that has an equity interest in you, the Offeror? ___Yes ___ No If yes, list the name and location of your parent affiliation:

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

I certify the accuracy of this information.

Signed: _____

Title: _____