

# DISTRICT 19 COMMUNITY SERVICES BOARD REQUEST FOR PROPOSAL (RFP)

Issue Date: September 01, 2016 RFP: #CONSULTING-SERVICES-FOR-NEW-EHRS-042017

Title: Consulting Services for Leadership Responsibilities for the Development of an RFP for a New Electronic Health Record System

Issuing Agency: District 19 Community Services Board  
20 West Bank Street, Suite 7  
Petersburg, VA 23803

Using Agency And/Or Location  
Where Work Will Be Performed: Region IV Community Services Boards including:  
Chesterfield, Crossroads, District 19, Goochland-Powhatan,  
Hanover, Henrico and Richmond Behavioral Health

Initial Period of Contract: From: Date of Award through Six (6) Months from Date of Award

Sealed Proposals Will Be Received Until October 14, 2016 @2:00pm For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Theoria Nixon Phone: (804) 862-8054 x3102.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: District 19 Community Services Board, Attention: Purchasing Department, 20 West Bank Street, Suite 7, 3<sup>rd</sup> Floor, Petersburg, VA 23803.**

In compliance with this Request For Proposal and to all the conditions imposed in this RFP, the undersigned offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name And Address Of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature In Ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please Print)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

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 a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

**A mandatory preproposal conference will be held on Thursday, September 15, 2016 at District 19 CSB, 20 West Bank Street, Suite 9, Fourth Floor, Petersburg, VA 23803 at 10:00AM. (See 6.0 – Page 7) herein. “NO ONE WILL BE ADMITTED AFTER 10:15AM”.**

**\*Parking passes are issued to Visitors, please allow ample time to pick it up from Human Resources on the 3<sup>rd</sup> floor and return to place it in your vehicle.**

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## **1.0 PURPOSE**

The intent and purpose of this Request for Proposal (RFP), and the resulting contract, is to obtain the services of a qualified firm to provide consulting services for leadership responsibilities for developing an RFP for a new Electronic Health Records System (EHRS) for Region IV Community Services Boards including Chesterfield, Crossroads, District 19, Goochland-Powhatan, Hanover, Henrico, and Richmond Behavioral Health in accordance with the Statement of Needs section of this solicitation.

## **2.0 BACKGROUND**

Regional programs are funded by the Virginia Department of Behavioral Health and Developmental Services or the community services board or behavioral health authority, hereafter referred to as CSB, and operated explicitly to provide services to individuals who receive services from the CSBs participating in the programs. Regional programs can be a highly effective way to allocate and manage resources, coordinate the delivery and manage the utilization of high cost or low incidence services, and promote the development of services where economies of scale and effort could assist in the diversion of individuals from admission to state facilities.

Region IV is comprised of the following CSBs: Chesterfield, Crossroads (Counties of Amelia, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway and Prince Edward), District 19 (Cities of Colonial Heights, Emporia, Hopewell and Petersburg and Counties of Dinwiddie, Greensville, Prince George, Surry and Sussex), Goochland-Powhatan, Hanover, and Henrico Area (Counties of Henrico, Charles City and New Kent), and RBHA (City of Richmond). Together with Central State Hospital and Piedmont Geriatric Hospital, the leadership of these bodies comprises the Region IV Consortium.

Member CSB does operate autonomously and therefore maintain their own charts of accounts, billing systems, and accounting procedures. The new EHRS would need to allow each member CSB to retain their own systems and have access to the centralized Regional EHRS.

## **3.0 STATEMENT OF NEEDS:**

The Contractor shall provide all supervision, labor, material necessary to provide the following:

1. The Contractor should develop specifications for creation of the RFP for a new Electronic Health Record (EHRS) System. This shall include collaboration with RIV Members in developing a spreadsheet inventory of the functional and technical needs that a new EHRS must address.
2. The Contractor should design an RFP based on the identified functional specifications and business requirement for the EHRS. This will include identifying system priorities and customer service priorities.
3. The Contractor should develop a list of potential suppliers based on RIV's identified needs and the Contractor's expertise in the field.
4. The Contractor should review and assist the evaluation committee by scoring the responses using a method developed during the RFP development (Scope of Services 1 and 2 above).
5. The Contractor, in conjunction with the Purchasing Division, should arrange and develop on-site demonstration agendas from selected Offerors identified through the scoring process.
6. The Contractor should provide a summary of customer satisfaction interviews from the demonstrations, a summary of Offeror reference checks and a summary of recommendation based on scoring.
7. The Contractor should have extensive experience providing Electronic Health Records Research Services as evidenced by recent references provided from organizations of similar size and scope.

8. It is expected that the Contractor complete this task no later than Six (6) months from execution of contract.
9. New EHRIS is expected to have interoperability with Statewide Stakeholders including the Department of Behavioral Health Services and State Facilities.
10. Contractor should provide options that will address the need for any new EHRIS system having flexibility to bridge to current EHRIS currently utilized by Region IV CSBs.

#### **4.0 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

- 4.1 **REQUEST FOR PROPOSAL RESPONSE:** In order to be considered for selection, Offerors shall submit a complete response to this Request for Proposal. One (1) original and five (5) copies must be submitted to District 19 CSB. No other distribution of the proposal shall be made by the Offeror.

#### **4.2 PROPOSAL PREPARATION:**

- 4.2.1 Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in District 19 CSB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by District 19 CSB. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 4.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be placed on completeness and clarity of content.
- 4.2.3 Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- 4.2.4 As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement

does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

4.2.5 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

4.2.6 Ownership of all data, materials and documentation originated and prepared for District 19 CSB pursuant to the Request for Proposal shall belong exclusively to District 19 CSB and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protection of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time of the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must be indicated on 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 proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4.3 **ORAL PRESENTATION**: Offerors who submit a proposal in response to this Request for Proposal may be required to give an oral presentation of their proposal to District 19 CSB. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of District 19 CSB and may or may not be conducted.

4.4 **SPECIFIC PROPOSAL INSTRUCTIONS**: Proposals should be as thorough and detailed as possible so that District 19 CSB may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

4.4.1 The return of the Request for Proposal cover sheet and addenda acknowledgements, if any, signed and filled out as required.

4.4.2 Complete Contractor Data/Reference Sheet (Attachment A), included as an attachment to the RFP, and other specific items or data requested in the RFP.

4.4.3 A written narrative statement to include:

a. A detailed narrative of Offeror's experience and approach in providing the services described herein.

b. Names, qualifications and experience of personnel to be assigned to the project.

c. Resumes of staff to be assigned to the project.

- d. Complete detail of any support required or expectations of the CSB.
- 4.4.4 Specific plans for providing the proposed services including:
- a. List of proposed equipment/goods, etc. including operating parameters, illustrations, etc.
  - b. What, when and how the service will be performed.
  - c. Time frame for completion (if not otherwise specified by the CSB, in the statement of needs.)

4.4.5 Proposed Price. Indicate in the pricing schedule, Section 9.0 of the RFP.

4.5 **LATE PROPOSALS:** To be considered for selection, proposals must be received by District 19 CSB by the designated date and hour. Proposals received in the CSB office after the date and hour designated are automatically disqualified and will not be considered. District 19 CSB is not responsible for delays in the delivery of mail by the U. S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that his proposal reaches the CSB office by the designated date and hour. Receipt of proposals scheduled during a period of suspended CSB business operations will be rescheduled for procession at the same time on the next regular business day.

**5.0 EVALUATION AND AWARD CRITERIA**

5.1 **EVALUATION CRITERIA:** Proposals shall be evaluated by the CSB using the following criteria:

<u>CRITERIA</u>	<u>WEIGHTS</u>
A. Specific plans for developing specifications for creation of the RFP for a new EHRS based on RIV's identified needs.	30
B. Qualifications and experience of Offeror in providing the services.	30
C. Project Cost	25
D. Training and Maintenance of the System	<u>15</u>
<b>TOTAL</b>	<b>100</b>

5.1.1 **AWARD OF CONTRACT:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, District 19 CSB shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. District 19 CSB may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should District 19 CSB determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award

document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

**6.0 MANDATORY PREPROPOSAL CONFERENCE:** A mandatory preproposal conference will be held on **September 15, 2016 at 10:00AM at District 19 CSB, 20 West Bank Street, Suite 9, Fourth Floor, Petersburg, VA 23803.** The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those offerors who are represented at the preproposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. **No one will be admitted after 10:15AM.**

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

## **7.0 GENERAL TERMS AND CONDITIONS**

**A. VENDORS MANUAL:** This solicitation is subject to the provisions District 19 Community Services Board *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.d19csb.com](http://www.d19csb.com) under "Vendors Manual" on the vendors tab.

**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 Contractor shall comply with applicable federal, state and local laws and regulations.

**C. ANTI-DISCRIMINATION:** By submitting their bids/proposals, bidders/offerors certify to District 19 CSB 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, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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 entering into a written contract with District 19 CSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By submitting their bids/proposals, bidders/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 District 19 CSB 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 District 19 CSB under said contract.

**H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:**

Failure to submit a proposal on the official District 19 CSB form provided for that



purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, District 19 CSB 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 bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- 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, District 19 CSB 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 District 19 CSB 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 District 19 CSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify District 19 CSB 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 District 19 CSB, 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 District 19 CSB.

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF DISTRICT 19 CSB 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 BIDDERS/OFFERORS:**

District 19 CSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. District 19 CSB further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy District 19 CSB that such (bidder/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:**

District 19 CSB 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 District 19 CSB.

**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. District 19 CSB Purchasing department 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. 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, District 19 CSB, 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 District 19 CSB may have.

**Q. INSURANCE:**

By signing and submitting a bid or proposal under this solicitation, the bidder or 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance 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 and \$2,000,000 in the aggregate. 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.

**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 District 19 Community Services Board's public procurement bulletin board and on the website [www.d19csb.com](http://www.d19csb.com) for a minimum of 10 days.

**S. DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drugfree 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 District 19 CSB, 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. 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.

**V. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**W. 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.

**8.0 SPECIAL TERMS AND CONDITIONS**

1. **CONFIDENTIALITY:** The Contractor shall adhere to the rules and regulations promulgated by the Virginia Department of Behavioral Health and Developmental Services safeguarding the confidentiality of client related information during and after the term of the contract.
2. **CONTRACT ADMINISTRATOR:** A contract manager will be appointed by District 19 CSB who will be responsible for monitoring contractor performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the Contract Administrator may pursue any issue(s), relating to the contract agreement that results from this solicitation that is in the best interest of District 19 CSB. The Contract Administrator is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes. Requests for such changes shall be directed to the Purchasing Officer.
3. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor are properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_  
License # \_\_\_\_\_ Type \_\_\_\_\_  
Subcontractor Name: \_\_\_\_\_

4. **CRIMINAL CONVICTIONS:** By submitting their proposals, offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to District 19 CSB. Verification of certification shall be made available to the Human Resource Department within ten (10) working days.
  
5. **DISPUTES:** Disputes shall be communicated between Contractor's assigned coordinator and District 19 CSB Contract Officer, who will negotiate resolution of dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with District 19 CSB Executive Director or his designee including all interested parties. The decision of the Executive Director shall be final.
  
6. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE:** The Provider agrees to sign a Business Associate Agreement when requested by District 19 CSB's Purchasing Department in compliance with the Health Insurance Portability and Accounting Act effective April 14, 2003. Failure to execute the Business Associate Agreement may result in termination of this agreement.
  
7. **HIPAA PRIVACY RULE:** It is the policy of District 19 CSB that all staff, students, volunteers, interns, residents, and contract workers will comply with the HIPAA Privacy Rule, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services ("Human Rights Regulations"), and other related state and federal laws and regulations. Violations should be reported according to the protocols established in District 19 CSB's Compliance Plan.
  
8. **HUMAN RIGHTS POLICY:** The contractor shall comply with and adopt the Board's Human Rights Policy. This policy complies with the Community Human Rights Regulations promulgated in February 2008, and has been approved by the State Human Rights Committee. For a copy of this policy, please contact the Purchasing department at (804) 862-8054, or a copy can be obtained at 20 West Bank Street, Suite 7, Petersburg, VA 23803.
  
9. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: \_\_\_\_\_

Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	_____
_____	_____	_____
City, State, Zip Code	RFP Title	_____
_____	_____	_____

Name of Contract/Purchase Officer or Buyer \_\_\_\_\_

10. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of

the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

**11. OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or other documents prepared by the contractor in the performance of its obligation under this contract shall be remitted to District 19 CSB. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of contractor's obligation under this contract without prior written consent of District 19 CSB.

**12. 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.

**9.0 METHOD OF PAYMENT**

The Contractor shall be paid at the completion of this project. In addition, upon completion of this study, the contractor shall submit an invoice with the following:

- a. Contract number and purchase order number
- b. Dates, description, and location of services provided
- c. Total amount due

Invoice is to be submitted to: District 19 Community Services Board  
Attention: Accounts Payable Department  
20 W. Bank Street, Suite #2  
Petersburg, VA 23803

**10.0 PRICING SCHEDULE**

The Contractor shall provide the services specified herein at a lump sum price of \$\_\_\_\_\_.

**All travel expenses to be inclusive in the lump sum price.**

**11.0 ATTACHMENT**

Attachment A Contractor Data/Reference Sheet

**ATTACHMENT A**  
**CONTRACTOR DATA/REFERENCE SHEET**

**Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal nonresponsive.**

1. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

2. **Years in Business:** indicate the length of time you have been in business providing this type of service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months

3. **Vendor Information:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation or Partnership  
Social Security Number: \_\_\_\_\_ If Individual

4. Indicate below a listing of at least three (3) recent commercial references, where similar services have been provided. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

***I certify the accuracy of this information.***

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_