



COMMONWEALTH of VIRGINIA
DEPARTMENT OF MEDICAL ASSISTANCE SERVICES
600 East Broad Street, Suite 1300
Richmond, VA 23219

April 9, 2021

Dear Prospective Offeror:

The Department of Medical Assistance Services (“DMAS” or the “Department”) is soliciting proposals from firms that will aid the Department in implementing Cardinal Care Virginia initiatives, where the Department will combine its existing managed care programs to achieve a single streamlined system of care that links seamlessly with the Department’s fee-for-service program, ensuring an efficient and well-coordinated Virginia Medicaid delivery system that provides high-quality, equitable care to its members, and adds value for its providers and the Commonwealth. This project will require a contractor with a thorough understanding of Medicaid programs, expertise in federal requirements and national best practices in Medicaid managed care delivery systems, and extensive experience in providing project management, strategic advice, and technical assistance to state Medicaid agencies.

The selected Contractor will be responsible for working alongside designated agency leadership in facilitating the objectives of this initiative that will better align the agency with the Medicaid Program’s mission and values. Specific details about this procurement are in the enclosed Request for Proposals (RFP) 2021-10.

Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this RFP. The Commonwealth will not pay any costs that Offerors incur in preparing a proposal. As provided in the Virginia Public Procurement Act, the Department may reject any and all proposals received or cancel this RFP.

Potential Offerors are requested not to call this office. All issues and questions related to this RFP should be submitted in writing to the attention of Chris Banaszak at RFP2021-10@dmass.virginia.gov. The deadline for submitting questions is April 13, 2021, no later than 10:00 AM, ET.

Sincerely,
Chris Banaszak
DMAS Contract Officer

Enclosure

**REQUEST FOR PROPOSALS
RFP 2021-10**

Issue Date: April 9, 2021

Title: Cardinal Care Virginia Consulting Services

Period of Contract: This scope of work will be conducted from May 1, 2021, or upon execution of contract, through June 30, 2022, with provisions for two (2) one-year renewal options.

Commodity Code: 91806 – Administrative Consulting Services
95856 – Health Care Management Services
91883 – Organizational Development Consulting Services

All inquiries should be directed in writing via email in MS Word Format to: RFP2021-10@dmas.virginia.gov

Attn: Chris Banaszak
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Deadline for Submitting Inquiries: 10:00 AM ET April 13, 2021

Proposal Due Date: Proposals will be accepted until 10:00 AM ET on April 26, 2021

Submission Method: The proposal(s) shall be submitted electronically through the eVA System

Facsimile Transmission of the proposal is not acceptable.

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include Anti-Discrimination term 1.e in General Terms and Conditions. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

In compliance with this Request for Proposal and pursuant to all conditions imposed herein or incorporated by reference, the undersigned proposes and agrees, if awarded this contract, to furnish the services contained in their proposal.

Firm Name (Print)	F.I. or S.S. Number
Address	Print Name
Address	Title
City, State, Zip Code	Signature (Signed in Ink)
Telephone:	Date Signed
Fax Number:	Email:
eVA Registration Offeror Number (Required) :	eVA #:
State Corporation Commission ID Number (Required) : (See Special Terms and Conditions)	SCC ID#:
Dun & Bradstreet D-U-N-S Number (Required) :	DUNS#:
Check Applicable Status: Corporation: _____ Partnership: _____ Proprietorship: _____ Individual: _____ Woman Owned: _____ Minority Owned: _____ Small Business: _____ Service Disabled Veteran Owned: _____ If Department of Small Business and Supplier Diversity (DSBSD) certified, provide certification number: _____	

Submit this completed form with Technical Proposal under Required Forms

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

REQUEST FOR PROPOSALS

FOR

[Cardinal Care Virginia Consulting Services]

RFP 2021-10

ISSUED: April 9, 2021

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1. PURPOSE:

The purpose of this Request for Proposals (RFP) is to establish a contract, through competitive negotiations, with an entity that will provide project management, strategic advice, and technical assistance services to aid the Department of Medical Assistance Services (“DMAS”, the “Department”, the “Agency”) in implementing Cardinal Care Virginia initiatives. Through Cardinal Care, the Department will merge its two managed care programs into a single, streamlined managed care program that promotes seamless transitions between the managed care and fee-for-service¹ programs, and provides an efficient system of care that delivers high-quality, equitable care to members and adds value for providers and the Commonwealth.

The Cardinal Care Virginia Consulting Services period of performance will span from May 1, 2021, or upon execution of contract, through June 30, 2022, with provisions for two (2) one-year renewal options. The selected contractor will provide Virginia with a wide range of assistance and supports necessary to implement Cardinal Care Virginia initiatives, as described in the Statement of Work section of this RFP.

2. BACKGROUND:

Medicaid² plays an essential role in the Commonwealth’s health care system by offering lifesaving coverage to one in five Virginians, including more than 500,000 newly eligible adults through the Medicaid expansion benefit. Similar to national trends, managed care has emerged as the dominant delivery system in Virginia, including for complex benefits such as long-term services and supports and community behavioral health services, primarily for its ability to provide high-quality care at a budget-predictable value to the Commonwealth.

The Department’s current managed care delivery system serves over 96% of all full-benefit Medicaid eligible members, and includes two unique managed care programs, Medallion 4.0 and Commonwealth Coordinated Care Plus (CCC Plus). Members are enrolled in one of these programs based on medical need and population-specific enrollment criteria. Currently there are over 1.3 million Virginia residents enrolled in Medallion 4.0 and more than 270,000 residents who are high-need individuals (e.g., the aged, disabled, and medically complex) enrolled in CCC Plus. The Commonwealth manages two separate contracts with two distinct sets of requirements, monitoring, and oversight responsibilities. Six managed care plans operate in the State and each plan holds separately procured contracts for CCC Plus and Medallion.³

The Department recognizes the need for ongoing improvements to ensure that the program functions with maximum efficiency in order to deliver the best care at the best value to its members. As required by the 2020 Virginia Appropriations Act, DMAS examined the programs as a whole to identify opportunities to derive greater value from its managed care delivery system, publishing a legislative report last fall.⁴ Based on this review, DMAS determined that merging the two managed care programs into a single streamlined program would provide for a more efficient and equitable system of care, adding value for members, providers, and the Commonwealth, and would provide DMAS with enhanced capacity to focus on monitoring, oversight, and value. As directed in the Virginia General

¹ The fee-for-service program provides coverage for individuals and services excluded from managed care, for which DMAS or one of its contractors pays the claims directly. Additionally, individuals are enrolled in fee-for-service when they become eligible for Medicaid before enrolling in an MCO.

² Throughout this RFP, unless otherwise noted or delineated, “Medicaid” is meant to refer to the program as a whole, inclusive of all Title XIX Medicaid and Title XXI Family Access to Medical Insurance Security (FAMIS) program beneficiaries

³ Medallion 4.0 contract: <https://www.dmas.virginia.gov/#/med4information>; CCC Plus contract: <https://www.dmas.virginia.gov/#/cccplusinformation>

⁴ Legislative Report on DMAS’ Plan to Merge Managed Care Contracts, November 2020, <https://rga.lis.virginia.gov/Published/2020/RD567/PDF>

Assembly 2021 Special Legislative Session Budget Amendment HB1800 Item 313.EE.1-3, the Department plans to move forward with merging its managed care programs through Cardinal Care Virginia, effective July 1, 2022.⁵

3. STATEMENT OF WORK:

3.1 CARDINAL CARE VIRGINIA, DESIGN, DEVELOPMENT AND IMPLEMENTATION OBJECTIVES

The Contractor will serve as comprehensive support for the design, development, and implementation of Cardinal Care Virginia, consistent with the Department’s mission and values, the aforementioned legislative report, federal standards, and best practices in the rapidly evolving Medicaid industry. The Contractor must provide the necessary project management, strategic guidance, technical assistance, and other appropriate work deliverables to support Cardinal Care initiatives, primarily through the following four work streams/objectives.

1. **OBJECTIVE 1: Project management** - The Contractor must provide the Department with overarching project management support in a manner that ensures project deliverables and interim milestones are achieved timely, and the merged managed care program goes live on July 1, 2022. The Contractor must develop a proposed governance structure and a comprehensive work plan to include critical project milestones with realistic deadlines to ensure the project remains on schedule throughout development and implementation. Part of the work plan development process will include defining project scope, including identification of leadership’s priority focus areas and items that are “out of scope.” The Contractor must update project work plans and timelines and develop other related deliverables based on relevant recommendations from DMAS and other stakeholders.

The Contractor must also provide regular executive-level status reports/dashboards on project progress, inclusive of potential risks and issues to elevate with project leadership. The Contractor must also provide support for regular project meetings, including but not limited to developing meeting agendas and slide decks/PowerPoint presentations, capturing action items and decisions, and providing meeting facilitation with internal and external stakeholders in collaboration with the Department’s leadership and staff.

Key Project Management Deliverables

- Draft and final project work plans with key milestones and timelines (updated regularly as changes are identified and/or upon request)
 - Draft and final governance structure
 - Project management status reports and dashboards (updated weekly and as needed), inclusive of potential risks and issues to elevate with project leadership
 - Presentations, agendas, meeting notes capturing key decisions and action items, and other materials as needed to support effective and ongoing project management activities
2. **OBJECTIVE 2: State policy priorities and national best practices design sessions** – The Contractor must conduct targeted working design sessions with the Department and relevant stakeholders, with the goal of identifying and incorporating state priorities, federal standards, and national best practices in key areas of the Cardinal Care managed care contract and related processes for oversight and monitoring of the MCOs. In addition, the Contractor must help drive the productivity of these design sessions by providing the Department with researched materials stating the options and considerations for the given topic area based on the Contractor’s knowledge and expertise, to expedite timely and informed executive decision-

⁵ <https://budget.lis.virginia.gov/item/2021/2/HB1800/Enrolled/1/313/>

making. Therefore, the Contractor's staffing model must include an appropriate mix of staff talent, knowledge and expertise, including a team of policy experts with a comprehensive working understanding of Medicaid managed care contracts, authorities, regulations, delivery systems, trends and best practices.

Key Design Session Deliverables

- Presentation slide decks to facilitate design session meeting(s)
- Researched position materials explaining policy options to expedite informed decision-making
- Summary of findings and key takeaways from stakeholder interviews to support design sessions, as needed

3. **OBJECTIVE 3: Model managed care contract development** - The Contractor must provide a draft and final version of the consolidated managed care contract that incorporates DMAS priorities, federal and state program requirements, and relevant national best practices. This contract development work will require the Contractor to use its team of experts, as outlined in the work stream/objective above, to incorporate information from its research, the design sessions (above), stakeholder interviews, and input from DMAS subject matter experts, work groups, and leadership to ensure the consolidated managed care contract meets all of the aforementioned requirements in a manner that helps to advance the Department's priorities.

Key Managed Care Contract Deliverables

- 1st draft of consolidated Contract
- Final draft of consolidated Contract

4. **OBJECTIVE 4: Managed care compliance monitoring processes and organizational infrastructure, analysis and recommendations** – The Contractor must conduct an evaluation of the Department's overall system for monitoring MCO performance and compliance. Areas of review include the Department's operational policies, procedures, processes, and organizational infrastructure for overseeing MCO compliance with the Medicaid managed care contract and accompanying managed care technical manuals (MCTMs), which outline the majority of MCO reporting requirements. Based on its assessment, research, expertise, and knowledge of industry best practices, the Contractor must provide recommendations for how DMAS can strengthen and streamline each of the three areas listed below for optimal reporting, accountability, transparency, monitoring, oversight, and compliance towards an overall a framework to support continuous quality improvement.

1. Effective reporting requirements to support federal, state, and program requirements and to advance the Department's priorities
2. Effective monitoring and oversight activities and processes, mapped to standard policies and procedures, to support compliance monitoring and accountability, based on industry best practices for effective MCO monitoring and oversight
3. Appropriate organizational infrastructure needed for effective monitoring and oversight, including in comparison with a review of other state programs similar in program design, size and scope.

Key Compliance and Monitoring Process Deliverables

- Interim recommendations for the three key areas outlined above to support an effective overall system for monitoring MCO performance and compliance
- Interim draft of revised MCTMs and any additional ad-hoc reporting requirements
- Final recommendations for the three key program areas above to support an effective overall system for monitoring MCO performance and compliance
- Final draft of revised MCTMs and any additional ad-hoc reporting requirements

4. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

This RFP is issued by the Department of Medical Assistance Services (DMAS or the Department). The Department will be the sole point of contact with all interested Offerors from the date of release of the RFP until the contract is fully executed and signed. Offerors should not contact any state employees other than the individuals indicated in this RFP.

If it becomes necessary to revise any part of this RFP, or if additional data are necessary for an interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued. Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this RFP. If supplemental releases are necessary, the Department reserves the right to extend the due dates and time for receipt of proposals to accommodate such interpretations of additional data requirements.

Each Offeror shall submit a separate Technical Proposal and a Cost Proposal in relation to the requirements described in this RFP. The following describes the general requirements for each proposal and the specific requirements for the Technical Proposal and the Cost Proposal.

4.1 GENERAL INSTRUCTIONS: RFP RESPONSE:

Both the Technical Proposal and the Cost Proposals shall be developed and submitted in accordance with the instructions outlined in this section. The Offeror's proposals shall be prepared simply and economically, and shall include a straightforward, concise description of the Offeror's capabilities that satisfy the requirements of the RFP. Although concise, the proposals should be thorough and detailed so that DMAS may properly evaluate the Offeror's capacity to provide the required services. All descriptions of services should include an explanation of proposed methodology, where applicable. The proposals may include additional information that the Offeror considers relevant to this RFP.

The proposals should be organized in the order specified in this RFP. A proposal that is not organized in this manner risks elimination from consideration if the evaluators, are unable to find where the RFP requirements are specifically addressed. The Department and the evaluators are not obligated to ask an Offeror to identify where an RFP requirement is addressed, and no Offeror should assume that it will have an opportunity to supplement its proposal or to assist the evaluators in understanding and evaluating its proposal.

4.2 PROPOSAL PREPARATION:

1. The Technical Proposal shall be clearly labeled "RFP 2021-10 Technical Proposal" on the front cover. The Cost Proposal shall be clearly labeled "RFP 2021-10 Cost Proposal" on the front cover. The legal name of the organization submitting the proposal shall also appear on the covers of both the Technical Proposal and the Cost Proposal.
2. The proposals shall be typed, page-numbered, single-spaced with a 12-point font on 8 1/2" x 11" paper with 1" margins, and printed on one side only. It shall be acceptable for Offerors to use a larger font size for section headings or a smaller font size for footers, tables, graphics, exhibits, or similar sections. Larger graphics, exhibits, organization charts, and network diagrams may be in a larger format if 8 1/2" x 11" paper is not practical. The proposal shall contain a Table of Contents. A tab sheet keyed to the Table of Contents shall separate each major section/objective. The title of each major section/objective shall appear on the tab sheet.
3. The Offeror shall submit one (1) electronic copy of their Technical Proposal in MS Word format (Microsoft Word 2010 or compatible format) and their Cost Proposal in MS Excel format (Microsoft Word/Excel 2010 or compatible format). In addition, the Offeror shall submit a redacted electronic copy in PDF of the Technical Proposal and their Cost Proposal, where the Offeror has removed proprietary and confidential information. Please note that, as described below, merely redacting information is not sufficient to comply with *Code of*

Virginia § 2.2-4342(F).

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. Please note that the General and Specific Terms contained within this RFP are required for performance of the contract and may not be modified or negotiated by Offerors.

4.3 SUBMISSION REQUIREMENTS:

All information requested in this RFP shall be submitted in the Offeror's proposal. A Technical Proposal shall be submitted and Cost Proposals shall be submitted in the Offeror's collective response. The proposals will be evaluated separately. By submitting a proposal in response to this RFP, the Offeror certifies that all of the information provided is true and accurate.

All data, materials and documentation originated and prepared for the Commonwealth pursuant to this RFP, belong exclusively to the Commonwealth and shall be subject to public inspection in accordance with the Virginia Freedom of Information Act and subject to *Code of Virginia* § 2.2-4342. Confidential information shall be clearly marked in the proposal and reasons the information should be confidential shall be clearly stated.

Trade secrets or proprietary information submitted by an Offeror are not subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror shall invoke the protections of Section 2.2-4342(F) of the *Code of Virginia*, in writing, either before or at the time the data is submitted. The written notice shall specifically identify the data or materials to be protected and state the reasons why protection is necessary. See Attachment C.

The Contractor assures that information and data obtained as to personal facts and circumstances related to Medicaid Individuals will be collected and held confidential during and following the term of this agreement, and will not be divulged without the individual's and the Department's written consent. Any information to be disclosed, except to the Department, must be in summary, statistical, or other form, which does not identify particular individuals.

The proprietary or trade secret materials submitted shall be identified by some distinct method, such as highlighting or underlining, and shall indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The electronic redacted copy of the technical proposal and cost proposal shall have the proprietary and confidential information removed or blocked out in its entirety so the content is not visible. **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DMAS, may result in rejection and return of the proposal.** Attachment C of this RFP shall be used for the identification of proprietary or confidential information and submitted with the technical response.

All information requested by this RFP on ownership, utilization, and planned involvement of small businesses, small women-owned businesses, and small minority-owned business (Attachment D) shall be submitted with the Offeror's Cost Proposals.

4.4 TRANSMITTAL LETTER:

The transmittal letter shall be on official organization letterhead and signed by the individual authorized to legally

bind the Offeror to contract agreements and the terms and conditions contained in this RFP. The organization official who signs the proposal transmittal letter shall be the same person who signs the cover page of the RFP and Addenda (if issued).

At a minimum, the transmittal letter shall contain the following:

1. A statement that the Offeror meets the required conditions to be an eligible candidate for the contract award including:
 - a. The Offeror must identify any contracts or agreements they have with any state or local Government entity that is a Title XIX Medicaid and/or Title XXI State Child Health Insurance Program prescribing practitioner or Contractor and the general circumstances of the contract or agreement. This information will be reviewed by DMAS to ensure there are no potential conflicts of interest;
 - b. The Offeror must be able to present sufficient assurances to the state that the award of the contract to the Offeror will not create a conflict of interest between the Contractor, the Department, and its Subcontractors;
 - c. The Offeror must be licensed to conduct business in the State of Virginia;
2. A statement that the Offeror has read, understands, and agrees to perform all of the Contractor responsibilities and comply with all of the requirements and terms set forth in this RFP, any modifications of this RFP, and the Contract as modified;
3. The Offeror's general information including the address, telephone number, and facsimile transmission number;
4. Designation of an individual to include their e-mail and telephone number, as the authorized representative of the organization who will interact with DMAS on any matters pertaining to this RFP and the resultant contract; and
5. A statement agreeing that the Offeror's proposal shall be valid for a minimum of 180 days from its submission to DMAS.

4.5 PROCUREMENT CONTACT:

The principal point of contact for this procurement in DMAS shall be:

Chris Banaszak
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

E-mail: RFP2021-10@dmass.virginia.gov

All communications with DMAS regarding this RFP should be directed to the principal point of contact or the DMAS Contract Management Officer named in the cover memo. All RFP content-related questions shall be in writing to the principal point of contact. An Offeror who communicates with any other employees or Contractors of DMAS concerning this RFP after issuance of the RFP may be disqualified from this procurement.

4.6 SPECIFIC PROPOSAL INSTRUCTIONS:

The following describes the required format, content, and sequence of presentations for the technical proposal:

1. Chapter One: Executive Summary

The Executive Summary Chapter shall highlight the Offeror's:

1. Understanding of the project requirements, per the Statement of Work section.
2. Qualifications to serve as the DMAS Contractor for the project.
3. Overall Approach to the project and a summary of the contents of the proposal.

2. Chapter Two: Corporate Qualifications and Experience

Chapter Two shall present the Offeror's qualifications and experience to serve as the Contractor for the project. Specifically, the Offeror shall describe its practical experience overseeing Medicaid managed care contract development, its working understanding of comprehensive, integrated Medicaid managed care delivery systems and nationally recognized best practices, and its expertise in providing strategic advice, technical assistance and project management services and solutions to state Medicaid agencies for projects of similar size and scope. The Offeror must also describe its capacity to facilitate/complete this project in a teleworking/remote work environment. Such description should include, for example, the types of software/tools to be used for a teleworking/remote environment, or a situation where many staff will be remote but some may be on-site. In the future, limited in-person sessions at DMAS locations may be required upon sufficient notice to the Contractor, although such sessions are not currently envisioned. . The Offeror must also describe all of the following:

1. Organization Status:

- a. Name of the Project Director for the Virginia contract and the amount of time the Project Director is dedicated to this project, initially as well as ongoing, if awarded;
- b. Name, address, telephone number, fax number, and e-mail address of legal entity with whom the contract is to be written;
- c. Federal employer ID number, specific FEIN for Vendor F/EA services, and DUNS Number;
- d. The names, addresses, and telephone numbers of principal officers (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers);
- e. Name of the parent organization and major subsidiaries;
- f. Major business services;
- g. Legal status or whether a for-profit or a not-for-profit company;
- h. A list of board individuals and their organizational affiliations
- i. Current Organization chart; and
- j. Any specific licenses and accreditation held by the Offeror.

2. Corporate Experience:

- a. The Offeror's overall qualifications to carry out a project of this nature and scope.
- b. The Offeror shall describe the background and success of the Offeror's organization and experience in projects of this nature and scope.
- c. The Offeror's knowledge of Medicaid populations and Medicaid managed care, including managed long term services and supports (MLTSS).
- d. Any other related experience the Offeror thinks is relevant shall be included.
- e. The Offeror shall indicate whether the Offeror has had a contract terminated, for any reason, within the last 5 years, and explain the reason.

3. Staffing model to support each work stream/objective identified in the Statement of Work Section, including

the Contractor's proposed mix of its staff's talent, knowledge, expertise and understanding of Medicaid managed care programs, contracts, authorities, regulations, and delivery systems, and knowledge of current and emerging Medicaid program trends and best practices. The Offeror must also include all of the following:

- a. Staffing Plan: The Offeror shall provide a functional organizational chart of the proposed project structure and organization, indicating the lines of authority for proposed staff directly involved in the performance of this contract and relationships of the staff to each function of the organization. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements. Contact information must be provided for all key staff involved in the implementation and ongoing management of the program.
- b. Staff Qualifications and Resumes: Job descriptions for key staff on the project including qualifications, experience, and/or expertise required shall be included. Resumes limited to two pages must be included for key staff. The resumes of personnel proposed must include qualifications, experience, relevant education, professional certifications, and training for the position they will fill.
- c. Office Location: A description of the geographical location of its firm at the national, regional, and local levels, as applicable. Please note that DMAS/Commonwealth data must remain in the contiguous states.

4. References:

- a. Two, non-Offeror owned customers who will substantiate the Offeror's qualifications and capabilities. References should be able to attest to the Offeror's experience with providing services described in the Statement of Work section, including the Offeror's experience in providing project management, strategic advice, and technical assistance to the Department and other state Medicaid agencies.
- b. The Offeror shall complete the Reference Form in Attachment A for each reference and contact, which includes the contract name, address, telephone number, contact person, and periods of work performance. DMAS will not accept DMAS employees as references.

5. Financial Stability:

The Offeror shall submit evidence of financial stability. The Offeror shall submit one of the following financial reports (a or b):

- a. For a publicly held corporation, a copy of the most recent 3 years of audited financial reports and financial statements with the name, address, and telephone number of a responsible person in the Offeror's principal financial or banking organization; or
- b. For a privately held corporation, sole proprietorship, limited liability company, partnership, or other organization or entity, financial information for the past 3 years, similar to that included in an annual report, to include at a minimum, an income statement; a statement of cash flows; a balance sheet; number of years in business; and telephone number of a contact in the Offeror's principal financial or banking organization and its auditor.

3. **Chapter Three Technical Narrative to include:**

- a. An overview/narrative that demonstrates the Offeror's understanding of the Department's mission and goals, consistent with requirements described in the Statement of Work section above. The

narrative must explain how the Offeror's overall approach will meet the requirements for each work stream/objective described in the Statement of Work section and must describe its comprehensive approach for supporting the design, development and implementation of Cardinal Care Virginia initiatives. The Offeror's overall approach must highlight its staffing model, including staff experience and qualifications, and staff capacity for timely completion of requirements and deliverables, per the Statement of Work section. The Offeror must also describe any related tools and deliverables it will use (including samples or examples of status reports, dashboards, and other deliverables in which the Offeror has developed/used when performing similar work for Virginia or other Medicaid state agencies). The Offeror should also describe any additional elements it will use to meet the requirements identified in the Statement of Work section.

- b. A high-level proposed work plan with key milestones and timelines, describing how the Offeror will meet the requirements for each work stream/objective and related deliverables described in the Statement of Work section. Please note that this is a distinct requirement from the milestone deliverable schedule to be included with the cost proposal. The high level proposed workplan under this section shall NOT include any costs.

4. Chapter Four Required Forms

This chapter shall contain the signatory documents as outlined in the RFP, which include the following:

- a. RFP Cover Sheet;
- b. RFP Addenda (if issued);
- c. Offeror's Transmittal Letter;
- d. Completed Vendor Reference Sheet (Attachment A);
- e. State Corporation Commission Form (Attachment B);
- f. Proprietary/Confidential Information Identification Form (Attachment C).

4.7 COST PROPOSAL:

The Cost Proposals shall include all Offeror's costs for the time period of project for each Objective described in the Statement of Work section, include a payment milestone schedule, and shall be in a separately sealed envelope/package and submitted along with the Offeror's Technical Proposal. The format in (Attachment E) shall be used. The Cost Proposal must include a cost justification, which details the line items, including a breakdown of personnel costs and rationale for proposed expenditures.

The Offeror's Small Business Subcontracting Plan (Attachment D) shall be included with the Offeror's Cost Proposal submission.

4.8 SUBMISSION AND ACCEPTANCE OF PROPOSALS:

The proposals, shall be submitted electronically no later than 10:00 AM Eastern Time on April 26, 2021. The Offeror must be registered in eVA in order to submit an electronic proposal. Offerors must submit one (1) complete copy of the proposal and attachments electronically. DMAS shall be the sole determining party in establishing the time of arrival of proposals. Late proposals will not be accepted and will be automatically rejected from further consideration. The following are instructions for submitting an electronic bid:

- a. Go to www.eva.virginia;
- b. Click on "I Sell to Virginia";

- c. Click on “eVA Vendor Training”; and
- d. Click on “Respond to IFBs-RFPs and more”.

If an Offeror needs assistance in submitting an electronic response, the Offeror must contact eVA Customer Care at (866) 289-7367 or email eVACustomerCare@dgs.virginia.gov.

DMAS reserves the right to reject all proposals under *Code of Virginia* § 2.2-4319. DMAS reserves the right to delay implementation of the RFP if a satisfactory Contractor is not identified or if DMAS determines a delay is necessary to ensure implementation goes smoothly without service interruption. Offerors must check the eVA VBO at <http://www.eva.virginia.gov> for all official postings of addendums or notices regarding this RFP.

5. ORAL PRESENTATIONS AND SITE VISIT:

At any point in the evaluation process, DMAS may employ any or all of the following means of evaluation:

- DMAS review of Industry Publications and Research
- Offeror Presentations
- Site Visits to Offeror
- Contacting Offeror’s References
- Product Demonstrations by the Offeror
- Obtain a Dun and Bradstreet Report on the Offeror
- Obtain a Securities Exchange Commission Report on the Offeror
- Requesting Offerors to elaborate on and/or clarify specific portions of their proposals.

No Offeror is guaranteed an opportunity to explain, supplement, or amend its initial proposal. Offerors must not submit a proposal assuming that there will be an opportunity to negotiate, amend, or clarify any aspect of their submitted proposals. Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offering.

Offerors should be prepared to conduct product demonstrations, presentations, or site visits at the time, date, and location of DMAS’ choice should DMAS so request.

DMAS may make one or more on-site visits to see the Offeror’s operation of another contract. DMAS shall be solely responsible for its own expenses for travel, food, and lodging.

6. EVALUATION MINIMUM REQUIREMENTS:

DMAS will initially determine if each proposal addresses the minimum RFP requirements to permit a complete evaluation of the Technical and Cost Proposals. Proposals shall comply with the instructions to Offerors contained throughout this RFP. Failure to comply with the instructions may result in a lower score or elimination from further consideration. Reference Agency Procurement and Surplus Property Manual (APSPM) § 7.3(b). DMAS reserves the right to waive minor irregularities.

The minimum requirements for a proposal to be given consideration are:

- **Closing Date:** The proposal and the number of copies specified in the RFP will have been received by the closing date for acceptance of proposals.
- **Mandatory Conditions:** All General and Special Terms and Conditions contained will be accepted without modifications or redlines.

- **Small Business Subcontracting Plan:** Summarize the planned utilization of Department of Small Business and Supplier Diversity (DSBSD)-certified small businesses under the contract to be awarded as a result of this solicitation. (Attachment D).

The Small Business Subcontracting Plan is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist and is a scored criterion and, if applicable, documents the Offeror and/or their planned subcontractors as a small business certified by the Department of Small Business and Supplier Diversity (DSBSD). Offerors are encouraged to populate the table with their plans to utilize small businesses from joint ventures, partnerships, suppliers, etc. Regardless of planned Small Business utilization, all proposals must have this attachment included in their Cost Proposal. For evaluation purposes of this procurement, the Small Business and Subcontracting Plan in Attachment D should only include small businesses proposed to be used as subcontractors in performing the scope of work and paid with administrative dollars as outlined in the Offeror's Cost Details for Pricing (Attachment E).

DSBSD is the only Virginia agency authorized to certify small businesses, and DMAS will not question, re-evaluate, investigate, or otherwise look behind DSBSD's certification decisions. DMAS will evaluate the Small Business Subcontracting Plan in accordance with APSPM §7.2(j) and solely by checking, through DSBSD's website, the certification status as of the due date for receipt of proposals. The Department reserves the right to check and/or verify DSBSD status at any time during the evaluation process, and to adjust scoring accordingly. To receive the maximum score for the Small Business Subcontracting Plan criterion, the submitting Offeror must be a small business as certified by DSBSD.

7. EVALUATION AND AWARD CRITERIA:

Evaluation Criteria	Weight
<p>QUALIFICATION, EXPERIENCE, AND EXPERTISE</p> <ul style="list-style-type: none"> <input type="checkbox"/> Length of time in business; qualification and level of expertise to deliver services relevant to the Statement of Work. <input type="checkbox"/> Offeror’s experience in providing project management, strategic advice, and technical assistance services and solutions, for similar large scale Medicaid managed care projects, in Virginia or working with other state Medicaid agencies, per requirements described in the Statement of Work section <input type="checkbox"/> Offeror’s practical experience with overseeing Medicaid managed care contract development and facilitating design sessions with internal and external stakeholders, as described in the Statement of Work section <input type="checkbox"/> Offeror’s practical knowledge and experience with Medicaid managed care programs, contracts, authorities, regulations, and delivery systems, as well as knowledge of related current and emerging national trends and best practices <input type="checkbox"/> Offeror’s proposed staffing plan, and the extent to which it includes the appropriate number of staff and the appropriate experience and expertise to accomplish the requirements described in the Statement of Work section. 	30%
<p>DEMONSTRATED UNDERSTANDING OF STATEMENT OF WORK REQUIREMENTS</p> <ul style="list-style-type: none"> <input type="checkbox"/> Extent to which the Offeror’s executive summary and technical proposal demonstrate the Offeror’s understanding of Cardinal Care Virginia, per the requirements described in the Statement of Work section. <input type="checkbox"/> Extent to which the Offeror’s overall proposal demonstrates a sound, reasonable, and effective approach for meeting the requirements for each work stream/objective, as described in the Statement of Work section. <input type="checkbox"/> Extent to which the Offeror’s proposed deliverables, including samples or examples provided with the proposal, demonstrate the Offeror’s ability to meet the requirements for each work stream/objective described in the Statement of Work section. <input type="checkbox"/> Sufficiency of Offeror’s staffing plan, in terms of staff qualifications and staff capacity, to address all deliverables within timeline requirements, for each work stream/objective identified in the Statement of Work requirements. 	30%
References (Attachment A)	10%
SMALL BUSINESS SUBCONTRACTING PLAN (SWaM) (Attachment D)20	20%
Cost (Attachment E)	10%
TOTAL	100%

The Cost Proposal shall be evaluated and weighted but is not the sole deciding factor for the RFP. The lowest Cost Proposal shall be scored the maximum number of evaluation points for cost. All other Cost Proposals shall be evaluated and assigned points for cost in relation to the lowest Cost Proposal. Although Cost Proposals are evaluated and weighted, they are not the sole deciding factor for the RFP.

8. PAYMENTS TO THE CONTRACTOR:

Payments to the Contractor will be made upon the completion of objectives as detailed in Attachment E, Schedule A-1: Total Price and the final milestone payment schedule. The final payment and will be provided at the end of the project period, June 30, 2022. The overall total of payments to the Contractor for the contracted services shall be limited to the total amount agreed to by DMAS and the Contractor in the contract negotiations and identified in the following sections. The Department will not offer or pay directly or indirectly any material inducement, bonus, or other financial incentive based on the Contractors performance during the contract period. Payments to the Contractor shall also be subject to the General Terms and Conditions and the Special Terms and Conditions, respectively, of this RFP.

9. PAYMENT OF INVOICE

1. Operations

The Contractor will be paid upon the completion of objectives as outlined in Attachment E, Schedule A-1: Total Price based on an accurate invoice submitted at the end of each objective. The final invoice shall be received at the end of the project period, June 30, 2022. The invoice shall be sent via email to BCMinvoices@dmass.virginia.gov and the DMAS contract administrator (to be identified after contract executed). The invoicing from the Contractor must identify the fee as mutually agreed upon in negotiations as identified in Attachment E, Cost Proposal Form, including the final milestone payment schedule. Billings are to include a description of the work performed and other associated fees as authorized by the contract.

The payment of the invoice, by the Department, shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.

Invoice DMAS for all work, listing all services performed. All invoices must include the description of service, quantity, and price per line item. The invoices must include a listing of special services performed. All job requirements are to be listed separately with the charges on the invoice.

2. Payment Reductions

The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that are determined by the Department not to constitute proper remuneration for compensable services on the basis of audits conducted in accordance with the terms of this RFP.

3. Payment Deductions

The Department reserves the right to deduct from amounts, which are or shall become due and payable to the Commonwealth of Virginia by the Contractor.

10. ADDITIONAL REPORTING AND DELIVERY INSTRUCTIONS:

1. A quarterly status report, and a final report at the conclusion of the contract (must be submitted electronically via email to the contract administrator (to be communicated by the Department after contract execution). The report may be electronically submitted on the mutually agreed upon quarterly schedule, and shall be constructed in the following format:

- a. Highlights of work accomplished
 - b. Progress of Objective/Work Stream Deliverables
 - c. Problems and barriers encountered
 - d. Other documentation as needed to communicate
2. Request for budget or work plan modifications must be made in writing prior to the end of the month to which they pertain. DMAS shall be responsible for determining the legitimacy of the extenuating circumstances and the acceptability of the revised plans or objectives.
 3. Time and effort (T&E) records for each employee paid in full or in part through this contract must be kept on file at the Contractor's site and made available upon request.

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

11. GENERAL TERMS AND CONDITIONS:

11.1 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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.eva.virginia.gov under "I Sell To Virginia".

11.2 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

11.3 ANTI-DISCRIMINATION:

By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the

contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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.

11.4 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 bid 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.

11.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

By entering into a written contract with the Commonwealth of Virginia, 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.

11.6 DEBARMENT STATUS:

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

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

11.7 ANTITRUST:

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

11.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPS:

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the

proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

11.9 CLARIFICATION OF TERMS:

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Chris Banaszak at RFP2021-10@dmas.virginia.gov no later than 10:00 AM Eastern Time, on April 13, 2021. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11.10 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, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the contractor's intention to

withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor 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.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

11.11 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.

11.12 QUALIFICATIONS OF OFFERORS:

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

11.13 TESTING AND INSPECTION:

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

11.14 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

11.15 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any 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. **In any such change to the resulting contract, no increase to the contract price shall be permitted without adequate consideration, and no waiver of any contract requirement that results in savings to the Contractor shall be permitted without adequate consideration. Pursuant to Code of Virginia § 2.2-4309, the value of any fixed-price contract shall not be increased via modification by more than 25% without the prior approval of the Division of Purchases and Supply of the Virginia Department of General Services.**

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, 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 Department'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 Department with all vouchers and records of expenses incurred and savings realized. The Department 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 Department within thirty (30) days from the date of receipt of the written order from the Department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Department or with the performance of the contract generally.

11.16 DEFAULT:

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

11.17 TAXES:

Sales to the Commonwealth of Virginia 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 usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

11.18 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. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the contractor and any subcontractors will maintain 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. 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.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

11.19 ANNOUNCEMENT OF AWARD:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

11.20 DRUG-FREE WORKPLACE:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

11.21 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, sexual orientation, gender identity, 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.

11.22 EVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

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

1. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov. The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

11.23 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.

When the Department makes a determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department’s payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether federal and/or state funds. The Department may terminate this Contract at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract is executed. Determinations

by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

11.24 BID PRICE CURRENCY:

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

11.25 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.

11.26 CIVILITY IN STATE WORKPLACES:

The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

12. SPECIAL TERMS AND CONDITIONS:

12.1 AUDIT:

The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. All known audits and audit discrepancies must be settled before the records can be destroyed

12.2 ACCESS TO PREMISES:

The Contractor shall allow duly authorized agents or representatives of the state or federal government, during normal business hours, access to Contractor's and subcontractors' premises, to inspect, audit, monitor or otherwise evaluate the performance of the Contractor's and subcontractor's contractual activities and shall forthwith produce all records requested as part of such review or audit. In the event right of access is requested under this section, the Contractor and subcontractor shall, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate the state or federal personnel conducting the audit or inspection effort. All inspections or audits shall be conducted in a manner as will not unduly interfere with the performance of Contractor or subcontractor's activities. The Contractor shall be given thirty (30) calendar days to respond to any preliminary findings of an audit before the Department shall finalize its findings. All information so obtained will be accorded confidential treatment as provided under applicable law.

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the U.S. Department of Health and Human Services, and/or their duly authorized representatives shall be allowed access to evaluate through inspection or other means, the quality, appropriateness, and timeliness of services performed under this Contract.

12.3 ACCESS AND RETENTION OF RECORDS:

In addition to the requirements outlined below, the Contractor shall comply, and shall require compliance by its subcontractors with the security and confidentiality of records standards with respect to the Department's confidential records.

1. Access to Records

The Department, the Office of the Attorney General of the Commonwealth of Virginia (including the Medicaid Fraud Control Unit or MFCU), the Auditor of Public Accounts of the Commonwealth of Virginia, the Centers for Medicare and Medicaid Services (CMS), state and federal auditors, or any of their duly authorized representatives shall have access to and shall be allowed to inspect, copy, and audit any books, fee schedules, documents, papers, and records, including, medical and/or financial records, of the Contractor and any of its subcontractors.

2. Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of five (5) years after final payment is made under this Contract. When an audit, litigation, or other action involving records is initiated prior to the end of said period, however, records shall be maintained for a period of five (5) years following resolution of such action or longer if such action is still ongoing. All records shall be electronically scanned and stored in searchable format with OCR (optical character recognition) capabilities. Copies on electronic media or other appropriate media of the documents contemplated herein may be substituted for the originals provided that the media or other duplicating procedures are reliable and are supported by an effective retrieval system which meets legal requirements to support litigation, and to be admissible into evidence in any court of law. The records, regardless of format, remain the property of DMAS.

12.4 AWARD:

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

12.5 TERMINATION:

This Contract may be terminated in whole or in part:

- a. By the Department, for convenience, with not less than ninety (60) days prior written notice, which notice shall specify the effective date of the termination,
- b. By the Department, in whole or in part, if funding from Federal, State, or other sources is withdrawn, reduced, or limited;
- c. By the Department if the Department determines that the instability of the Contractor's financial condition threatens delivery of services and continued performance of the Contractor's responsibilities; or
- d. By the Department if the Department determines that the Contractor has failed to satisfactorily perform its contracted duties and responsibilities.

Each of these conditions for contract termination is described in the following paragraphs.

1. Termination for Convenience

- a. The Department may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as DMAS elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as owner may require to assign to the owner the Contractor's interest in all subcontracts and purchase orders designated by owner. After all such steps have been taken to DMAS' satisfaction; the Contractor shall receive as full compensation for termination and assignment the following:
 - i. All amounts then otherwise due under the terms of this contract,
 - ii. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - iii. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, owner shall have no further obligations to the Contractor of any nature.
- b. In no event shall termination for the convenience of DMAS terminate the obligations of the Contractor's surety on its payment and performance bonds.

2. Termination for Unavailable Funds

The Contractor understands and agrees that the Department shall be bound only to the extent of the funds available or which may become available for the purpose of this resulting Contract. If the Department makes a determination that funds are not adequately appropriated or otherwise unavailable to support continuance of performance of this Contract, the Department shall, in whole or in part, cancel or terminate this Contract.

The Department's payment of funds for purposes of this Contract is subject to and conditioned upon the availability of funds for such purposes, whether federal and/or state funds. The Department may terminate this Contract at any time prior to the completion of this Contract, if, in the sole opinion of the Department, funding becomes unavailable for these services or such funds are restricted or reduced. In the event that funds are restricted or reduced, it is agreed by both parties that, at the sole discretion of the Department, this Contract may be amended. If the Contractor shall be unable or unwilling to provide covered services at reduced rates, the Contract shall be terminated.

No damages, losses, or expenses may be sought by the Contractor against the Department, if, in the sole determination of the Department, funds become unavailable before or after this Contract is executed. A determination by the Department that funds are not appropriated or are otherwise inadequate or unavailable to support the continuance of this Contract shall be final and conclusive.

3. Termination Because of Financial Instability

If DMAS determines that there are verifiable indicators that the Contractor will become financially unstable to the point of threatening the ability of the Department to obtain the services provided for under the Contract, DMAS shall require verification of the Contractor's financial situation. If from the information DMAS determines the Contractor will inevitably become financially unstable, DMAS may terminate the contract before this occurs. If the Contractor ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets, DMAS may, at its option, immediately terminate this Contract effective at the close of business on a date specified by the Department. In the event the Department elects to terminate the Contract under this provision, the Contractor shall be notified in writing, by either certified or registered mail, specifying the date of termination. The Contractor shall submit a written waiver of the licensee's rights under the federal bankruptcy laws.

In the event of the filing of a petition in bankruptcy by a principal network provider or subcontractor, the Contractor shall immediately so advise the Department. The Contractor shall ensure that all tasks that have been delegated to its subcontractor(s) are performed in accordance with the terms of this Contract.

4. Termination for Default

The Department may terminate the Contract, in whole or in part, if the Department determines that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract and is unable to cure such failure within a reasonable period of time as specified in writing by the Department, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Department that the Contractor has failed to satisfactorily perform its duties and responsibilities under this Contract, the Contractor shall be notified in writing, by either certified or registered mail, of the failure and of the time period which has been established to cure such failure. If the Contractor is unable to cure the failure within the specified time period, the Department will notify the Contractor in writing within thirty (30) calendar days of the last day of the specified time period that the Contract, has been terminated in full or in part, for default. This written notice shall identify all of the Contractor's responsibilities in the case of the termination, including responsibilities related to member notification, network provider notification, refunds of advance payments, return or destruction of Department data and liability for medical claims.

In the event that DMAS determines that the Contractor's failure to perform its duties and responsibilities under this contract results in a substantial risk to the health and safety of Medicaid/FAMIS Plus or FAMIS individuals, DMAS may immediately terminate this contract prior to providing notice to the Contractor.

If, after notice of termination for default, it is determined by the Department or by a court of law that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control of and without error or negligence on the part of the Contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the Department, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part, as provided for under this clause, the Department may procure or contract from other sources, upon such terms and in such manner as is deemed appropriate by the Department, supplies or services similar to those terminated, and the Contractor shall be liable for any costs for such similar supplies and services and all other damages allowed by law. In addition, the Contractor shall be liable to the Department for administrative costs incurred to procure such similar supplies or services as are needed to continue operations. In the event of a termination for default prior to the start of operations, any claim the Contractor may assert shall be governed by the procedures defined by the Department for handling contract termination. Nothing herein shall be construed as limiting any other remedies that may be available to the Department.

In the event of a termination for default during ongoing operations, the Contractor shall be paid for any outstanding payments due less any assessed damages.

12.6 REMEDIES FOR VIOLATION, BREACH, OR NON-PERFORMANCE OF CONTRACT:

Upon receipt by the Department of evidence of substantial non-compliance by the Contractor with any of the provisions of this Contract or with state or federal laws or regulations the following remedies may be imposed.

1. Procedure for Contractor Noncompliance Notification

In the event that the Department identifies or learns of noncompliance with the terms of this contract, the Department shall notify the Contractor in writing of the nature of the noncompliance. The Contractor shall remedy the noncompliance within a time period established by the Department and the Department shall designate a period of time, not less than ten (10) calendar days, in which the Contractor shall provide a written response to the notification. The Department may develop or may require the Contractor to develop procedures with which the Contractor shall comply to eliminate or prevent the imposition of specific remedies.

2. Remedies Available To the Department

The Department reserves the right to employ, at the Department's sole discretion, any and all remedies available at law or in equity, including but not limited to, payment withholds and/or termination of the contract.

12.7 PAYMENT:

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and be operationally ready to begin work by the implementation date established by DMAS. Upon approval of the Contractor's operational readiness and a determined start date, DMAS shall make payments as described in this RFP.

Each invoice submitted by the Contractor shall be subject to DMAS' approval based on satisfactory performance of contracted services and compliance with all contract terms. The invoice shall contain the Federal tax identification number, the contract number and any other information subsequently required by DMAS

12.8 EVA ORDERS AND CONTRACTS:

The solicitation/contract may result in one purchase order(s) with the applicable eVA transaction fee assessed for

each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

12.9 RENEWAL OF CONTRACT:

This contract may be renewed by the Department for five successive one year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Department elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract, in addition to any modifications, increased/decreased by more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Department elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

12.10 SUBMISSION OF A SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:

A. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

B. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

C. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

12.11 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

12.12 CONTINUITY OF SERVICES: PURPOSELY OMITTED

12.13 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a 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 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 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 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.

12.14 E-VERIFY PROGRAM:

EFFECTIVE 12/1/13.

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

12.15 IDENTIFICATION OF BID/PROPOSAL ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

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

DSBSD-certified Micro Business or Small Business No. _____

Name of Contract/Purchase Officer or Buyer: _____

If a proposal not contained in the special envelope is mailed, the Offeror assumes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised, which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope. Offerors shall follow the instructions outlined in the RFP if submission of proposals is to be done electronically through the eVA system.

12.16 OBLIGATION OF CONTRACTOR:

By submitting a proposal, the Contractor covenants and agrees that it has satisfied itself of the conditions to be met, and fully understands its obligations, and that it will have no right to cancel its proposal or to relief of any other nature because of its misunderstanding or lack of information.

12.17 INDEPENDENT CONTRACTOR:

Any Contractor awarded a contract under this RFP will be considered an independent contractor, and neither the Contractor, nor personnel employed by the Contractor, is to be considered an employee or agent of DMAS.

12.18 OWNERSHIP OF INTELLECTUAL PROPERTY:

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance specific to this contract shall become the sole property of the Commonwealth. DMAS shall have open access to the above. On request, the Contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

12.19 NONDISCRIMINATION OF CONTRACTORS (EO61):

A contractor shall not be discriminated against in the award of this agreement because of race, religion, sexual orientation, gender identity color, sex, national origin, age, political affiliation, disability, veteran status, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the vendor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific agreement is not in its best interest. If the award of this agreement is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this agreement 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 Contractor.

12.20 COMPLIANCE WITH VITA STANDARD:

The Contractor shall comply with all state laws and regulations with regards to accessibility to information technology equipment, software, networks, and web sites used by blind and visually impaired individuals. These accessibility standards are state law (*see* § 2.2-3502 and § 2.2-3503 of the *Code of Virginia*). The Contractor shall comply with the Accessibility Standards at no additional cost to the Department. The Contractor must also keep abreast of any future changes to the Virginia Code as well as any subsequent revisions to the Virginia Information Technologies Standards. The current Virginia Information Technology Accessibility Standards are published on the Internet at

<http://www.vita.virginia.gov/library/default.aspx?id=663>.

12.21 SEVERABILITY:

Invalidation of any term of this Contract, in whole or in part, shall not affect the validity of any other term. DMAS and Contractor further agree that in the event any provision is deemed an invalid part of this Contract, they shall immediately begin negotiations for a suitable replacement provision to this RFP.

12.22 SUBCONTRACTS:

No portion of the work shall be subcontracted without prior written consent of the Department. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the Department with the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

ATTACHMENTS:

- A. Reference Sheet
- B. Virginia State Corporation Commission Registration Information
- C. Proprietary/Confidential Information Identification Form
- D. Small Business Sub-Contracting Plan
- E. Cost Proposal

ATTACHMENT A: REFERENCES

RFP 2021-10 References

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number and Email Address:	
Scope of Services of Contract:	
Contract Type (fixed price, fee for service, capitation, etc.):	
Contract Size (# of facilities served , # of participants served, etc.):	
Contract Period:	
Number of Contractor staff assigned to contract:	
Any legal or adverse contractual actions against the Offeror related to the project:	
Annual Value of Contract:	

ATTACHMENT B: STATE CORPORATION COMMISSION FORM

To Be Completed by Offeror and Returned with Your Technical Proposal

Virginia State Corporation Commission (SCC) registration information

The Offeror:

is a corporation or other business entity with the following SCC identification number: _____

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-OR-

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE****

Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature

Title

Date

ATTACHMENT D: SMALL BUSINESS AND SUBCONTRACTING PLAN

To Be Completed By Offeror and Returned With Your Cost Proposal

Note: The text of definitions section below comes directly from The Agency Procurement and Surplus Property Manual (APSPM) Annex 7-G. This text shall not be construed to reflect independent definitions or status decisions by the Department.

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to submit a Small Business Subcontracting Plan. For evaluation purposes of this procurement, the Small Business and Subcontracting Plan should only include small businesses proposed to be used as subcontractors in performing the scope of work and paid with administrative dollars as outlined in the Offeror's Cost Details for Pricing (Attachment E). Offerors will only be scored on this submission. Additionally, the winning Offeror will be required to report small business expenditures quarterly on both the administrative component and provider network utilization to meet the requirements of Special Terms and Condition entitled, "SUBMISSION OF A SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING".

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- and minority-owned businesses when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.DSBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ **Date:** _____

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form. This includes but is not limited to DSBSD-certified women-owned and minority-owned businesses when they have also received DSBSD small business certification.

B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification Number: _____ Certification Date: _____

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participations will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					

ATTACHMENT E: COST PROPOSAL FORM

DMAS

RFP 2021-10

Schedule A-1: Total Price¹

Item		Price
Offerors Total Labor Costs for Objective #1: Conduct a literature review and an environmental scan and create an analysis of recommendations in regards to Medicaid enrollment and reentry services in Virginia’s criminal justice system (Amount from Schedule B-1)		\$
Offerors Total Labor Costs for Objective #2: Plan, implement, and evaluate a pilot reentry initiative at four Virginia sites (two jails sites and two prison sites). (Amount from Schedule B-2)		\$
Offerors Total Labor Costs for Objective #3: Develop a reentry plan for the Commonwealth of Virginia focused on recommended protocols and policies to standardize practice regarding referral and treatment of justice-involved Medicaid members among providers and post-release teams (Amount from Schedule B-3)		\$
Total Cost Proposal²: Offerors Total Costs for Objectives 1-3 ³		\$

NOTE 1: DMAS has broken this initiative down into three (3) objectives with a total cost associated with each objective. As a subject matter expert, Offerors are required to submit their own work plan for the successful accomplishment of the statement of work requested by DMAS. Payment schedule will be discussed with selected Offeror(s) during negotiations.

NOTE 2: Offerors total cost will also be used in the calculation of the Offerors Small Business Subcontracting Plan (SWaM Plan).

Note 3: Offeror shall provide a milestone deliverable schedule. The milestone deliverable schedule included in the Chapter 3 of the Proposal must NOT include costs. Offerors shall provide a milestone delivery schedule that itemizes costs per deliverable with the cost proposal.

Schedule B-1: Offerors Labor Cost for Objective #1

LABOR COSTS¹			
Position/Title	Hourly Rate	Hours	Price
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6. (Add additional lines as necessary)			\$
Total Labor Costs			\$
appropriate (Add totals in far right column and transfer total to			
<p>Note 1: Utilizing the staffing positions and associated rates listed in Schedule C-1, the Offeror shall update this table with all staffing to be utilized in the performance of the contract. As an option, Offerors may elect to document one hourly rate that will be applied to the total hours estimated by the Offeror to complete the activities associated with the objective.</p>			

Schedule B-2: Offerors Labor Cost for Objective #2

LABOR COSTS¹			
Position/Title	Hourly Rate	Hours	Price
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6. (Add additional lines as necessary)			\$
Total Labor Costs			\$
appropriate (Add totals in far right column and transfer total to			
<p>Note 1: Utilizing the staffing positions and associated rates listed in Schedule C-1, the Offeror shall update this table with all staffing to be utilized in the performance of the contract. As an option, Offerors may elect to document one hourly rate that will be applied to the total hours estimated by the Offeror to complete the activities associated with the objective.</p>			

Schedule B-3: Offerors Labor Cost for Objective #3

LABOR COSTS¹			
Position/Title	Hourly Rate	Hours	Price
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
6. (Add additional lines as necessary)			\$
Total Labor Costs			\$
appropriate (Add totals in far right column and transfer total to			
<p>Note 1: Utilizing the staffing positions and associated rates listed in Schedule C-1, the Offeror shall update this table with all staffing to be utilized in the performance of the contract. As an option, Offerors may elect to document one hourly rate that will be applied to the total hours estimated by the Offeror to complete the activities associated with the objective.</p>			

Schedule C-1: Offerors Hourly Rates for Staff to be Utilized in the Performance of the Contract

Position/Title¹	Hourly Rate²
Personnel	\$
Fringe Benefit	\$
Travel	\$
Equipment	\$
Supplies	\$
Contractual	\$
Other	
Indirect	
<p>Note 1: Offeror shall complete Schedule C-1 with identified position/titles within their organization and the associated hourly rates utilized during the performance of this contract. Positions/titles within an Offerors organization may vary from those listed and Offeror should update as appropriate.</p> <p>Note 2: The employee's hourly rates should be fully burdened to incorporate all additional costs, such as taxes, benefits, supplies, and other overhead costs.</p>	