



COMMONWEALTH of VIRGINIA

DEPARTMENT OF MEDICAL ASSISTANCE SERVICES

600 East Broad Street, Suite 1300

Richmond, VA 23219

July 13, 2016

Dear Prospective Offeror:

The Department of Medical Assistance Services (DMAS) is soliciting proposals from qualified Offerors to establish a contract through competitive negotiations for the purchase of Storage and Distribution of Materials and Printing Services. The selected Contractor will be responsible for providing the required services for the DMAS. Specific details about this procurement are in the enclosed Request for Proposal (RFP) 2016-08.

Offerors must check eVA VBO at <http://www.eva.virginia.gov> for all official addenda or notices regarding this RFP. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site.

The Commonwealth will not pay any costs that any Offeror incurs in preparing a proposal and reserves the right to 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 must be submitted in writing to the attention of Mr. Darryl Hellams, Program Operations Division, 600 East Broad Street, Richmond, VA 23219, and should be submitted by email in MS Word format to RFP2016-08@dmas.virginia.gov

Offerors who wish to submit a proposal are required to submit a Letter of Intent (LOI) which must be received by the Department no later than 10:00 AM eastern time on July 26, 2016. The LOI must be on the Offeror's letterhead and document their intent to submit a proposal in response to the RFP. The prior submission of a LOI shall be a prerequisite for submitting a proposal; proposals shall not be accepted from Offerors who have not submitted a LOI by the deadline specified above. LOIs may be emailed to the address above with original hard copy to follow via USPS, overnight delivery or courier service. All LOIs shall be addressed to the following:

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

Sincerely,

A handwritten signature in black ink that reads "Christopher Banaszak".

Christopher Banaszak
DMAS Contract Manager

Enclosure

REQUEST FOR PROPOSALS

RFP 2016-08

ISSUE DATE: July 13, 2016

Title: Storage and Distribution of Materials and Printing Services

Period of Contract: Two (2) years from award of contract, with provisions for four (4) twelve-month renewal options.

Commodity Code(s): 91558

All inquiries should be directed in writing via email in MS Word Format to: RFP2016-08@dmas.virginia.gov

Mr. Darryl Hellams, Contract Monitor
Program Operations Division
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, Virginia 23219

Deadline for Letters of Intent: 10:00 AM E.T. July 26, 2016

Deadline for Inquiries: 10:00 AM E.T. July 29, 2016

Proposal Due Date: Proposals will be accepted until **10:00 AM E.T. on August 16, 2016.**

Submission Method: The proposal(s) must be sealed in an envelope or box and addressed as follows:

“RFP 2016-08 Sealed Proposal”
Department of Medical Assistance Services
600 E. Broad Street, Suite 1300
Richmond, Virginia 23219
Attention: Christopher Banaszak

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

In compliance with this Request for Proposal, RFP 2016-08, 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 <u>Required</u>	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 ----- If Virginia 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**

STORAGE AND DISTRIBUTION OF MATERIALS AND PRINTING SERVICES

**DIVISION OF PROGRAM OPERATIONS
RFP 2016-08
ISSUED July 13, 2016**

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I. PURPOSE

The purpose of this Request for Proposal (RFP 2016-08) is to solicit proposals from qualified and experienced Offerors to establish one (1) contract, through competitive negotiations, for the purchase of Storage and Distribution of Materials and Printing Services. Proposals shall include the entire range of services identified in this RFP.

The selected Offeror will provide an effective and highly efficient operation, furnishing all labor and resources, to receive, store, inventory, track, distribute, print and mail all DMAS materials including distribution of printed materials to enrolled providers and Medicaid members. Packing and shipping shall include single forms, brochures, pamphlets, posters, and bulk forms via the most economical delivery method. The Contractor's services will assist the Department in fulfilling its requirement to communicate the Department's policies and procedures.

The Contractor shall be responsible for material storage, receiving and distributing material and data, processing orders, printing, mailing services, and on-line access to information related to DMAS supplies. The Contractor shall be responsible for addressing the distribution needs of all divisions within the Department, however, all requests for Contractor services will be submitted through the DMAS Contract Administrator to the Contractor. Daily, weekly, monthly, and quarterly mailing or printing requests are considered part of this competitive contract. Reference **Attachment F** for a current list of inventory materials and their utilization and reorder levels.

Number of Awards: An Offeror shall submit a proposal for all services. The maximum number of contracts to be awarded under this RFP is one.

Duration of Contract: The duration of the contract resulting from this RFP is 2 years from award of contract. This contract may be renewed by the Commonwealth upon written agreement of both parties for up to 4 successive twelve-month periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

II. BACKGROUND

The Department of Medical Assistance Services, hereinafter referred to as "DMAS" or the "Department" is the single state agency in the Commonwealth of Virginia that administers the Medicaid Program authorized under Title XIX of the Social Security Act, the Virginia Children's Health Insurance Program, known as FAMIS, under Title XXI of the Social Security Act for low income people and the Commonwealth Coordinated Care Program for Medicare and Medicaid dual eligibles. These programs are financed by federal and state funds and administered by the state according to federal guidelines. Information about the Virginia Medicaid program is available at <http://dmasva.dmas.virginia.gov>.

DMAS provides Medicaid to individuals through two delivery systems: a program utilizing contracted managed care organizations (MCO); and Fee-for-Service (FFS), the standard Medicaid program. Although FAMIS is not a Medicaid program, it is provided through both the FFS and MCO delivery systems. The MCO programs include Medallion 3.0 and Commonwealth Coordinated Care (CCC). Approximately 70% of the

Virginia Medicaid population is enrolled in managed care. DMAS is moving towards a managed care membership model, and released a Managed Long Term Services and Supports (MLTSS) RFP on April 29, 2016 following that trend.

Beginning in the summer of 2017, DMAS will implement a new Managed Long Term Services and Supports (MLTSS) Program. MLTSS will serve approximately 212,000 individuals, including children and adults with disabilities and complex needs. Individuals enrolled in the CCC program will transition to the MLTSS Program in January 2018.

The Contractor shall be responsible for services outlined in this RFP to all the aforementioned populations.

III DEFINITIONS

Centers for Medicare & Medicaid Services (CMS): The Federal agency of the United States Department of Health and Human Services that is responsible for the administration of Title XIX and Title XXI of the Social Security Act.

Client: DMAS enrolled providers, Virginia Local Department of Social Services localities, and enrolled Medicaid members

Commonwealth: Commonwealth of Virginia (COV)

Complaint: Any oral or written expression of dissatisfaction by a recipient, a provider or facility or any other responsible party or stakeholder.

Contract: The signed and executed document resulting from this RFP between the Department and the Contractor.

Contractor: An entity that has been awarded the Mass Mailing and Distribution services contract under this RFP, and has signed a contract with DMAS to provide these services.

Department also referred to as “DMAS”: The Virginia Department of Medical Assistance Services.

EPSDT: Early and Periodic, Symptoms, Diagnosis and Treatment Services Medicaid’s comprehensive and preventative child health care program for individuals under the age of 21 that provides coverage for children with a comprehensive set of screenings, interventions, and other support services.

FAMIS: “Family Access to Medical Insurance Security. Virginia Title XXI (FAMIS) program is a Federal and State funded health insurance program for children. It is designed to meet the health care needs of Virginia’s uninsured children less than 19 years of age, in working families that earn too much to qualify for Medicaid, but not enough to afford private health insurance.

FIFO: First in, first out of inventory.

File Transfer Protocol (FTP): A method of transferring files from one computer to another. The protocol is a set of rules that ensures a file is transmitted properly to the receiving computer.

Fiscal Agent: DMAS contractor responsible for providing services related to the administration of the MMIS and all operational components of the Medicaid program.

Health Care Data: Any health information as it relates to care received as a result of participation in the Virginia Medicaid program including but not limited to healthcare system of records, patient's health records, and payment for healthcare.

Health Insurance Portability and Accountability Act of 1996 (HIPAA): Title II of HIPAA requires standardization of electronic patient health, administrative and financial data; unique health identifiers for individuals, employers, health plans and health care providers, and security standards protecting the confidentiality and integrity of individually identifiable health information past, present, or future. HIPAA protects individually identifiable health information transmitted or maintained in any form or medium.

Householded: Contractor's ability to group clients from the household together for economies of scale printing, sorting and mailing of documents using the file provided by DMAS.

Implementation Period: The period of time between the date of contract execution and the date of the start of operations. At the end of implementation, the Contractor must begin providing Mass Mailing and Distribution services.

MLTSS: Managed Long Term Services and Supports: a new statewide Medicaid managed care program that will serve approximately 212,000 individuals with complex care needs, through an integrated delivery model, across the full continuum of care.

MEDALLION 3.0: A statewide mandatory Medicaid program that utilizes contracted managed care organizations (MCOs) to provide medical services to qualified individuals. The program is approved by the Centers for Medicare & Medicaid Services through a 1915(b) waiver.

Medicaid Services: Services under the Virginia State Plan for Medical Assistance Services, as amended, and provided for in Title XIX of the Social Security Act and services under waivers approved for Virginia by the Centers for Medicare and Medicaid Services (CMS) under Title XIX of the Social Security Act.

MMIS: Medicaid Management Information System

National Change of Address (NCOA): National Change of Address is a service provided by the United States Postal Service (USPS) that enables individuals to notify others of a new address. The NCOA file compiled by the USPS and is made available to certain licensees that use it to update mailing lists with changed addresses.

Offeror: An entity that is submitting a proposal for consideration in response to this RFP.

Operation Phase: The period of time that follows the implementation period/ start-up phase and ends at contract expiration and/or termination.

Protected Health Information (PHI): Individually identifiable information, including demographics, which relates to a person's health, healthcare, or payment for healthcare. HIPAA protects individually identifiable health information that is transmitted or maintained in any form or medium.

Contractor: The entity that contracts with the Department, under the State Plan, and in return for a payment, provides services for the Department.

Provider: An institution, facility, agency, person, corporation, partnership, or association approved by the Department which accepts as payment in full for providing benefits the amounts paid pursuant to a provider agreement with the Department.

Member: Any individual enrolled in the Virginia Medicaid program.

Shall: A mandatory requirement or a condition to be met.

State: Commonwealth of Virginia

Subcontract: An agreement entered into by the Contractor with any other organization or person who agrees to perform any administrative function or service for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of this RFP.

Subcontractor: An approved entity that contracts with the primary Contractor to perform part of the Contractor's responsibilities under the contract that is awarded as a result of this RFP.

Takeover Phase: The period of time between the date of contract execution and the date of the start of operations; also referred to as Implementation Period.

IV. STATEMENT OF NEEDS

DMAS requires the printing, distribution, and mailing services, outlined in this RFP, on a daily basis. To meet DMAS requirements, the Contractor shall furnish all labor and resources to securely receive, store, inventory, print, track, distribute and mail all required DMAS forms, letters, and brochures. Requirements include:

- a. material receipt, storage, printing and distribution of approximately 100 different items in inventory;
- b. receive and process requests for materials via telephone, email and online ordering;
- c. securely receive and process electronic data for established routine weekly and monthly mailings;
- d. receive and process specially prepared File Transfer Protocol (FTP) files or other electronically submitted data for mailings;
- e. provide electronic files for tracking inventory and materials shipped or mailed; and
- f. provide other reports in the requested formats and to provide electronic access to reports.

4.1 Mailing and Distribution Services

The Contractor shall coordinate all printing, mailing drop dates and other DMAS service requirements on a daily basis. All printing and mail jobs shall be processed oldest first unless otherwise specified by DMAS. The following is a list of requirements, but the list is not intended to be all-inclusive.

The Contractor shall:

- a. Provide on-line capability for DMAS clients to submit orders for materials and documents, and provide on-line capability for DMAS clients to communicate mailing instructions.
- b. Securely receive and accurately process electronic files (as needed) daily, weekly, monthly, or as needed from the DMAS Fiscal Agent utilizing existing procedures established by DMAS Fiscal Agent or other designee. The Contractor must be capable of receiving electronic data in the following formats: File Transfer Protocol (FTP), Microsoft Excel, Computer Disc files, Comma Separated Values or Microsoft Access Database files. The electronic media will also require the ability to provide electronic file update capabilities and controls to assure file accuracy.
- c. Process envelope-printing requests to ensure critical inventory levels are maintained.
- d. Monitor all inventoried materials to determine if sufficient quantities are available to meet anticipated mailing requirements for a 45 day period and provide DMAS an on-line capability to view real time inventory levels. If supplies appear to be insufficient, the Contractor shall notify DMAS Contract Administrator to expedite the reorder process.
- e. Print packaging slips with details for material shipped and track back orders for ensuring backfills are filled timely.
- f. Provide an on-line access that shall include the following information:
 1. material ordered
 2. quantity ordered
 3. provider number and provider name, if applicable
 4. person ordering
 5. mail to address
 6. order date
 7. number of days to mail date
 8. mail date
 9. how order was received
- h. Process, on a daily basis, all materials returned from the United States Postal Service (USPS).

- i. Return to inventory any material(s) refused at the 'mail to' address or returned to the DMAS Contractor. Notify DMAS in writing of refused or returned shipments.
- j. Ensure the ability to control filling orders and to limit quantities, depending upon a provider's classification and other attributes from the weekly provider listing and other DMAS-supplied lists of qualified orders.
- k. Notify DMAS immediately of any Health Insurance Portability and Accountability Act (HIPAA) violations.
- l. Burst, trim, fold and insert letters from another DMAS Contractor with other DMAS mailing material. This information will be communicated during initial start-up for each routine mailing job.
- m. Notify DMAS of all invalid addresses identified by the USPS staff or Contractor staff.
- n. Replace, at the Contractor's expense, any DMAS material received by the Contractor and subsequently lost, misplaced, destroyed, or damaged.
- o. Provide an on-line mechanism to receive requests for materials from inventory. The request will be for specific items in inventory. The material shall be mailed or shipped within 48 hours of request.
- p. Deliver materials to DMAS periodically, as may be required, within the requested timelines.
- q. Receive and verify all materials; build into inventory the next business day.
- r. Drop all mailings within 3 business days, unless otherwise specified by DMAS.
- s. Presort mailings using enhanced addressing, bar-coding, full ZIP+4 codes, and National Change of Address (NCOA) validation to obtain best postage rate.
- t. Notify DMAS immediately of any shortage of materials or problems that would cause a delay in completing the requested mailing by the required drop date.
- u. Mail all pieces first class presort unless otherwise specified; material request orders shall be mailed first class, unless specified by DMAS.
- v. Clean all mailing lists provided by DMAS or its Fiscal Agent via a USPS approved address validation updating process (i.e., NCOA^{Link®} or One Code ACST[™]). Error reports of address mismatches shall be provided to DMAS in an Excel format on a monthly basis and contain the new address (name, address line, city, state, zip); bad address (name, address line, city, state, zip); member ID and case worker ID as received on the weekly file.

4.2 Estimated Volumes of Monthly Distribution Mail Counts and Quantities for Mailing Jobs

The mailing jobs listed in **Attachment J** are examples of monthly jobs and mailing volumes. The mailing jobs listed in **Attachment K** are estimated volumes for the MLTSS program (**MLTSS mailings are not expected to begin until May 2017**). The Contractor shall furnish paper for letter printing, printing insert material, folding, inserting, metering and other letter shop services, including reformatting letters or formatting new letters for processing mailings. Mailings shown in the attachments are not all-inclusive. Volumes and job names may change.

4.3. Prepaid Postage

The Contractor shall prepay postage and shipping charges using the most economical methods (including ZIP sorting) and bill DMAS as necessary with the proof of postage or shipping invoice accompanying the invoice. DMAS has the option to establish an escrow account, if needed.

4.4. IT/System Support

DMAS works with sensitive data subject to state and federal regulations. Contractors (Business partners of DMAS) are subject to the same regulations as stated below.

- a. The Contractor shall participate in a DMAS-directed Risk Assessment every three years. The Contractor should be prepared to present artifacts describing security controls (SOC2 reports, etc.)
- b. The Contractor shall provide a System Security Plan (SSP) describing how DMAS data is secured prior to the on-site review for readiness. The SSP must be updated and submitted to DMAS on a yearly basis.
- c. The Contractor shall comply with COV SEC 501-09 (or latest) IT Information Security Standard, COV SEC 502-02.2 (or latest) IT Security Audit Standard, COV SEC 514-03 (or latest) Removal of Commonwealth Data from Electronic Media Standard, COV SEC 520-00 (or latest) IT Risk Management Standard. These standards can accessed at http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/Library/PSGs/IT_Risk_Management_Standard_SEC520.pdf
- d. DMAS protects records in accordance with applicable Virginia statutes, including, but not limited to, the "Government Data Collection and Dissemination Practices Act" Code of Virginia, § 2.2-3800, "Administration of systems including personal information; Internet privacy policy; exceptions" Code of Virginia, § 2.2-3803, the "Virginia Freedom of Information Act" § 2.2-3700, et seq., and by any applicable U.S. federal laws.

- e. Health Insurance Portability and Accountability Act (1996) (HIPAA).

The HIPAA Privacy Rule establishes national standards to protect individuals' medical records and other personal health information and applies to health plans, health care clearinghouses, and those health care providers that conduct certain health care transactions electronically. The Rule requires appropriate safeguards to protect the privacy of personal health records.

- f. DMAS, the U.S. Department of Health and Human Services (HHS) Office of the Inspector General, the HHS Centers for Medicare and Medicaid Services, the Auditor of Public Accounts, and other state and federal auditors, or any of their duly authorized representatives shall have access to any books, annual reports, management's report on internal control over financial reporting, SSAE No. 16 Service Organization Controls audit reports, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors. Access to records includes any records that are stored offsite. Records must be provided for review at no cost to the Department.
- g. The Contractor shall provide and require encryption for the transmission of email and attached data that is sensitive relative to confidentiality. (*SEC501.9 Section 8.16.SC-8-COV*)
- h. DMAS sensitive data (PHI) cannot be stored on vendor database unless that database supports system solution must support encryption at rest.
- i. Databases must enforce TLS 1.2 security for all incoming connections.
- j. The data base encryption requires 256 bit encryption (AES preferred)
- k. Encryption keys will be a minimum of 2048 bits
- l. Database encryption techniques must be FIPS 140-2 certified or later.
- m. All email containing sensitive data (PHI) should be encrypted. DMAS suggests joining a TLS1.2 partnership with DMAS to facilitate secure communication.

5. Materials Ordering Requirements

The Contractor shall provide on-line service for DMAS clients to request materials from the Contractor's inventory. The Contractor shall:

- a. provide a telephone number for on-line ordering to be available Monday through Friday from 8:00 a.m. to 5:00 p.m. Eastern Time except for federal holidays as defined by the Department.
- b. provide a sufficient number of trained, customer service staff to answer all calls related to material orders and respond to caller's voice mail messages. All messages shall be returned within 24 business hours of receipt.

- c. Provide sufficient fax capabilities with sufficient memory or buffers to handle multiple incoming and outgoing DMAS transmissions.
- d. Have a sufficient number of trained staff to key 'call-in' orders on an as needed basis. All call-in orders shall be recorded in Contractor's system.
- e. provide a weekly report to DMAS indicating telephone-line activity to include the number of incoming calls; number of calls answered by a live person; number of messages left, number of return calls.
- f. Maintain an electronic log of all complaints with documentation of action(s) taken to resolve them. The Contractor shall analyze complaints to assess the quality of services and needed quality improvements or corrective actions and submit to DMAS on a weekly basis.
- g. The Contractor shall provide and maintain a Web-based material ordering application for all DMAS print material. The Web-based online ordering application shall be accessible and functional XX and contain up-to-date information to enable DMAS providers to efficiently order DMAS materials.

6. Courier Service

The Contractor shall provide a courier and/or delivery service upon request. The courier is to pick up material from DMAS going to the Contractor and deliver material and correspondence from the Contractor to DMAS as needed.

7. Storage Requirements

The Contractor shall provide appropriate storage facilities for approximately 167 skids of DMAS materials. Materials may include forms, brochures, envelopes, manuals, handbooks, posters and other pre-printed material for distribution. Current inventory /and item re-order points can be found in **Attachment F**. The Contractor shall be responsible for removing all DMAS materials from the incumbent Contractor's site.

The Contractor shall adhere to the following general storage procedures:

- a. Utilize a first in, first out (FIFO) inventory control system.
- b. Verify shipments, shipping counts, and materials packaged that are received on the Contractor's dock before moving it to inventory.
- c. Notify DMAS in writing of any discrepancies noted (copy of shipping receipt) within 1 business day from date of receipt of DMAS material.
- d. Add material received and extracted from inventory counts within 1 business day.
- e. Establish quarterly check and balance procedure (physical counts) of all DMAS materials, and notify DMAS of inventory discrepancies or adjustments.
- f. Secure material stored by the Contractor in a safe and secure environment that does not degrade the quality of materials being stored.

8. Staffing Requirements

The Contractor shall assign one individual to serve as the Contract Manager and liaison to DMAS. This individual shall be available to meet with DMAS as needed and is readily accessible via telephone and email daily. The Contractor shall identify a 'back-up' staff person to cover for the Contract Manager should that person be unavailable for any reason.

Key staff for the purposes of this contract is any staff that provides a significant role in the critical functions and delivery of this contract. The Contractor's key staff shall:

- a. Schedule and coordinate daily, monthly and quarterly production jobs, accept new jobs, review requirements, schedule tasks to meet job requirements, coordinate and maintain oversight of job progression, perform material and job quality assurance, make adjustments when necessary to meet job requirements and drop dates and notify the DMAS Contract Administrator when performance measures are not met or issues arise.
- b. Provide staff to receive and process call-in, email and on-line order information.
- c. Perform data processing to process mail files for selection criteria, address verification, Zip+4 sort, NCOA and to 'household' files as needed.
- d. Maintain Web page updates and information timely.
- e. Provide for printing capabilities to support the development and printing of special letters requiring data printing.
- f. Assemble and ship orders within 2 business days of receipt of all orders.
- g. Receive material shipments at the Contractor's docks, verify material and counts, ship out material, and maintain accurate inventory counts.
- h. Have available staff with skill in processing electronic communications (from DMAS, its Fiscal Agent, or any other authorized agent) with ability to read or act on data anomalies in data content, or discrepancies in quality control totals.

9. Meetings

The Contractor shall meet with the Department on at least a monthly basis, or a schedule determined by the Department, to review: Contractor performance including deliverables, and timelines compared to performance standards; corrective actions; DMAS policy; and other matters affecting Contractor deliverables.

10. Quality Assurance

The Contractor shall have an internal Quality Assurance (QA) plan and system in place, with documented policies and procedures and internal controls, to perform performance analysis. Findings shall be reported to the Department on an x basis.

11. Readiness Review

The Department will conduct an on-site review to assess the readiness of the Contractor to effectively administer and provide the services defined in this RFP and subsequent contract. Upon approval of the Contractor's operational readiness and a determined start date, the Department Shall make payments as described in Section IX.

No later than 60 calendar days prior to the implementation start date, the Contractor shall demonstrate, to the Department's satisfaction, that Contractor is fully capable of performing all duties under this contract, including demonstration of the following:

- a. Contractor's systems and services are adequate to ensure that there will be minimal disruptions in services to clients and that the Contractor has instructed *clients* in the basic operation of Contractor services;
- b. Contractor has hired and thoroughly trained its staff in accordance with the requirements outlined in this RFP;
- c. Contractor has trained its staff to handle telephone requests and inquiries from and *clients*;
- d. Contractor has demonstrated the ability to accurately submit and accept, to the Department's satisfaction, all required documentation with respect to payments from the Department to the Contractor as described in Section x;
- e. Contractor has demonstrated the ability to accurately receive and *fill DMAS and client requests for xx*, to the Department's satisfaction.
- f. Contractor's has quality management/quality improvement methods in place in accordance with the requirements described in this RFP;
- g. Contractor has successfully tested all EDI interfaces with the Department prior to implementation;
- h. Contractor's telephone system is fully operational and staff training has been completed for a readiness review 15 calendar days prior to the effective date of implementation; and
- i. Contractor has submitted an Implementation Plan demonstrating compliance with the terms of the RFP.

The Operational Readiness review may include, but Shall not be limited to: a walk-through of the Contractor's operations; system demonstrations and testing, including connectivity and web portal testing; interviews with Contractor staff; sampling of enrollment, Timesheet, payroll and Transition Services records; live call monitoring and initiation of phone calls; correspondence review; and Fraud and incident management review.

Any changes required to the Contractor's processes as identified through readiness review activities shall be made by the Contractor prior to implementation. Costs associated with these changes shall be borne by the Contractor. The Contractor's inability to demonstrate, to the Department's satisfaction and as provided in this section, that Contractor is fully capable of performing all duties under this contract no later than November 1, 2012, Shall be grounds for the immediate termination of the contract by the Department pursuant to Section 10, Special Terms and Conditions, of this RFP.

V. DMAS RESPONSIBILITIES

DMAS will monitor Contractor performance to ensure a high quality contract. Monitoring will address: 1) the extent to which goods and services are delivered in accordance with contract timelines and requirements; 2) Contractor corrective actions; 3) Contractor compliance with State and federal laws and regulations, and DMAS policies and regulations; 4) Contractor services complaints; and 5) invoices to ensure that services billed are in accordance with contract terms and conditions.

DMAS will additionally provide:

- a. on-going training on DMAS policies and procedures affecting the Contractor's services.
- b. on-site support during the contract transition
- c. detailed mailing instructions, as necessary.

VI. CONTRACTOR REPORTING REQUIREMENTS

DMAS requires reporting all activity related to the management, distribution, utilization and mailing of all DMAS materials. DMAS recommends that communication of this information is via Microsoft Office products attached securely to Internet email. The Contractor's system shall provide the supporting mechanisms to allow DMAS to access on-line functionality that supports the materials management and reporting requirements. DMAS will work with the Contractor to determine specific reporting requirements upon Contractor award.

Examples of current reporting requirements include, but are not limited to:

- a. Weekly utilization reports by inventory type or area.
- b. Weekly inventory reports by inventory type including 'back-orders', 'reorder' levels and flagged entries for items that fall below inventory reorder levels.
- c. Weekly mailing reports by inventory type
- d. Monthly telephone reports
- e. Monthly 'mailed and shipped' reports by defined type
- f. NCOA error reports
- g. Monthly invoice rollup of all jobs
- h. Reports to meet current business needs.

It is the Contractor's responsibility to demonstrate to DMAS that work carried out by the Contractor is correct. DMAS will employ a number of independent means to evaluate the Contractor's performance, including but not limited to review of the Contractor reports; review of samples, on-site visits, physical inventory review, contact with providers or other government agencies and the general public.

The Contractor must provide DMAS with weekly management reports. The Contractor's reporting system shall have the ability to provide ad hoc reports as needed to meet current business needs of DMAS. At a minimum, management reports shall include narrative information related to performance measures, quality assurance findings, production and

inventory volumes, and any other statistics related to the storage, distribution and printing services.

VII. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

This RFP is issued by 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. While DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx, eVA is the official and controlling posting site. 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.

Prior submission of a Letter of Intent shall be a prerequisite for submitting a proposal; proposals shall not be accepted from Offerors who have not submitted a Letter of Intent by the deadline specified in this RFP. Each Offeror shall submit a separate Technical Proposal and 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 Cost Proposals.

1. Overview

Both the Technical Proposal and the Cost Proposal 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 a lower score or 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.

2. Binding of Proposal

The Technical Proposal shall be clearly labeled “RFP 2016-08 Technical Proposal” on the front cover. The Cost Proposal shall be clearly labeled “RFP 2016-08 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 Cost Proposals.

The proposals shall be typed, bound, 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. Offerors may use a larger size font for section headings and may use a smaller font size for footers, tables, graphics, exhibits, or similar sections, if necessary. Larger graphics, exhibits, organization charts, and network diagrams may also be printed on larger paper as a foldout if 8 1/2” x 11” paper is not practical. Each hard copy of the Technical Proposal and each hard copy of the Cost Proposal and all documentation submitted shall be contained in single three-ring binder volumes where practical. A tab sheet keyed to the Table of Contents shall separate each major section. The title of each major section shall appear on the tab sheet.

The Offeror shall submit an original and five (5) copies of the Technical Proposal and one original of the Cost Proposal by the response date and time specified in this RFP. Each copy of the proposal shall be bound separately. This submission shall be in a sealed envelope or sealed box clearly marked “RFP 2016-08 Technical Proposal.” In addition, the original of the Cost Proposal shall be sealed separately and clearly marked “RFP 2016-08 Cost Proposal” and submitted by the response date and time specified in this RFP. The Cost Proposal forms in Attachment B shall be used. The Offeror shall also submit one electronic copy (compact disc preferred) of their Technical Proposal in MS Word format (Microsoft Word 2010 or compatible format) and of their Cost Proposal in MS Excel format (Microsoft Word 2010 or compatible format). In addition, the Offeror shall submit a redacted (proprietary and confidential information removed) electronic copy in PDF Technical Proposal and their Cost Proposal, in which 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).

3. Table of Contents

The Offerors proposal shall contain a Table of Contents that cross-references the RFP submittal requirements: See item Number 11, “Technical Proposal Requirements”, of this section. Each section of the Technical Proposal shall be cross-referenced to the appropriate section of the RFP that is being addressed. This will assist DMAS in determining uniform compliance with specific RFP requirements.

4. Submission Requirements

All information requested in this RFP shall be submitted in the Offeror’s proposal. A Technical Proposal shall be submitted and a Cost Proposal 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 why 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 § 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. 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 G of this RFP shall be used for the identification of proprietary or confidential information and submitted with the technical proposal.**

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 A**) shall be submitted with the Offeror's Cost Proposal.

5. 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 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) Offeror must be able to present sufficient assurances to the State that the award of the contract to the Offeror shall not create a conflict of interest between the Contractor, the Department, and its subcontractors; and

- c) The Offeror must be licensed to conduct business in the state of Virginia; and,
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, the Contract and Addenda;
3. The Offeror's general information, including the address, telephone number, facsimile transmission number, and e-mail address;
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.

6. *Signed Cover Page of the RFP and Addenda*

To attest to all RFP terms and conditions, the authorized representative of the Offeror shall sign the cover page of this RFP, as well as the cover page of the Addenda, if issued, to the RFP; the Certification of Compliance with Prohibition of Political Contributions and Gifts during the Procurement Process" form (**Attachment H**), and The State Corporate Commission form (**Attachment I**) and submit them along with the Technical Proposal.

7. *Procurement Contact*

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

Mr. Darryl Hellams
Program Operations
Virginia Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219
E-mail: RFP2016-08@dmas.virginia.gov

All communications with the Department 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 its issuance may be disqualified from this procurement.

8. *Submission and Acceptance of Proposals*

The proposals, whether mailed or hand delivered, shall arrive at DMAS no later than 10:00 A.M. ET on August 16, 2016. 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 address for delivery is:

Proposals may be sent by US mail, Federal Express, UPS, etc. to:

Attention: Christopher Banaszak
Department of Medical Assistance Services
600 East Broad Street, Suite 1300
Richmond, VA 23219

Hand Delivery or Courier to:

Attention: Christopher Banaszak
Department of Medical Assistance Services
7th Floor DMAS Receptionist
600 East Broad Street
Richmond, VA 23219

DMAS reserves the right to reject any or all proposals. Reference *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. DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx but the eVA VBO is the official posting site that Offerors must monitor.

9. Oral Presentation and Site Visits

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 Offerors References
- Product Demonstrations/Pilot Tests by Offeror
- Obtain a Dun and Bradstreet Report on 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, pilot tests, 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.

10. RFP Schedule of Events

The following RFP Schedule of Events represents the State's proposed timeframe that will be followed for implementation of the program.

EVENT	DATE
State Issues RFP	July 13, 2016
Letter of Intent	July 26, 2016
Deadline for Written Questions and Comments	July 29, 2016
Deadline for Submitting a Proposal to the Department	August 16, 2016
Implementation Period	Contract Execution - November 1, 2016

If it becomes necessary to revise any part of this RFP, or if additional data is necessary for an interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be issued by the Department. 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. Offerors must check the eVA VBO at <http://www.eva.virginia.gov> for all official postings of addendums or notices regarding this RFP. DMAS also intends to post such notices on the DMAS website at http://www.dmas.virginia.gov/Content_pgs/rfp.aspx but the eVA VBO is the official posting site that Offerors must monitor.

11. Technical Proposal Requirements

The following describes the required format, content and sequence of presentations for the Technical Proposal:

11.1 Part One: Executive Summary

The Executive Summary Section shall highlight the Offeror's:

Understanding of the project requirements.

Qualifications to serve as the DMAS Contractor for the project.

Overall Approach to the project and a summary of the contents of the proposal.

11.2 Part Two: Corporate Qualifications and Experience

Part Two shall present the Offeror's qualifications and experience to serve as the Contractor for the project. Specifically, the Offeror shall describe its:

Organization Status including: name of Account Manager and any key staff; address, telephone number, fax number, and e-mail address of legal entity with whom the contract is to be written; Federal employer ID number; name, address, telephone numbers of principal officers (president, vice-president, treasurer, chairperson of the board of directors, and other executive officers); its parent organization; its major business services; legal status or whether it is a for-profit or a not-for-profit company; a list of board members and their organizational affiliations; and any specific licenses and accreditation held by the Offeror.

Corporate Experiences including the Offeror's overall qualifications to carry out a project of this nature and scope. The Offeror shall describe the background and success of the Offeror's organization and experience. The Offeror shall indicate whether the Offeror has had a contract terminated for any reason within the last five years. If so, the Offeror shall submit full details of the termination including the other party's name, address, and telephone number.

Three Corporate References of non-Offeror owned customers or previous clients that will serve to substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP. The Offeror shall provide for each reference; the contract name, address, telephone number, contact person, and periods of work performance for each reference. (See Attachment E). DMAS shall not be listed as a reference.

Financial Status including the Offeror's most recent annual financial report.

11.3 Part Three: Technical Approach

The Offeror shall fully describe how it intends to meet all of the technical proposal requirements listed in Section IV of this RFP. Offerer should refrain from "re-writes" of the RFP requirements, but instead describe in detail its proposed technical approach for each of the tasks listed in Section IV including any staff, systems, procedures, or materials that will be used to perform these tasks. This includes how each task will be performed, what problems need to be overcome, what functions the staff will perform, and what assistance will be needed from DMAS, if any.

11.4 Part Four: Staffing and Project Work Plan

The proposal shall describe 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 performance of this contract and relationships of the staff to each function of the organization. The staffing plan shall indicate the number of proposed FTEs by position and an estimate of hours to be committed to the project by each staff position. The plan shall also show the number of staff to be employed by the Contractor and staff to be obtained through subcontracting arrangements. A summary of all subcontractors to be utilized and their purpose shall be included in the plan.
- b. Staff Qualifications and Résumés: Job descriptions for all key positions on the project including qualifications, experience and/or expertise required shall be included. Resumes limited to two pages shall be included for key personnel. The resumes of personnel proposed shall include qualifications, experience, and relevant education and training.
- c. Office Location: A description of the geographical location of the central business office and satellite offices, if applicable, shall be included.
- d. Work Plan and Project Management: The proposal shall include a work plan detailing the sequence of events and the time required for pre-implementation/turnover of this project 60 calendar days prior to implementation, and full implementation on October 31, 2016. The relationship between key staff and the specific tasks and assignments proposed to accomplish the scope of work shall also be included. A PERT, Gantt, or Bar Chart that clearly outlines the project timetable from beginning to end shall be included in the proposal. Key dates and key events relative to the project shall be clearly shown on the chart. The Offeror shall describe its management approach and how its proposed work plan will be executed.
- e. Semi-Monthly Progress Reports: The Contractor must prepare a written progress report every two weeks and present this report to the DMAS Contract Administrator. The report must include:

Status of major activities and tasks in relation to the Contractor's work plan, including specific tasks completed for each part of the project.

Target dates for completion of remaining or upcoming tasks/activities.

Any potential delays or problems anticipated or encountered in reaching target dates and the reason for such delays.

Any revisions to the overall work schedule.

Report Matrix mutually agreed upon after Contract award.

11.5 Part Five: Required Forms

This chapter shall contain the signatory documents as outlined in the RFP. These include the following:

1. RFP Cover Sheet
2. RFP Addenda (if issued).
3. Offerors Transmittal Letter
4. Proprietary/Confidential Information Identification Form (Attachment G)
5. Certification of Compliance with Prohibition of Political Contributions and Gifts during the Procurement Process (Attachment H)
6. State Corporation Commission Form (Attachment I)

12. Cost Proposal Requirements

The Offeror shall submit one (1) cost proposal for required services that includes: a budget for Takeover Phase (implementation/start-up) (the period between the date of contract execution and the date of the start of operations); and a budget for a fixed operations cost for each year of the base contract (2 years). The Offeror shall submit costs using the format provided in Attachment B. Although provided as a reference, Attachment K, MLTSS Mailing Volumes, should not be included in the Offerors operations phase fixed price cost proposal calculations. These services are scheduled to start in May 2017, at which time DMAS and Contractor will modify contract to incorporate new services. Offerors are advised, however, that costs for new services will be based upon the cost for regularly scheduled mailings as identified in Attachment J, Historical Mailing Volumes.

No cost information is to be included in any portion of the technical proposal or the technical proposal submission package. The Small Business and Subcontracting Plan (Attachment A) shall also be included in the Offerors Cost proposal submission package.

VIII. PROPOSAL EVALUATION AND AWARD CRITERIA

DMAS will evaluate the Technical and Cost Proposals received in response to this RFP in a fair and impartial manner provided for by the Virginia Public Procurement Act (Va. Code § 2.2-4300, et seq.). The Evaluation Team will be responsible for the review and scoring of all Technical Proposals and the Office of Contract Management will review and score the Cost Proposals and Small Business Subcontracting Plans. This group will be responsible for making the final recommendation to award to the DMAS Director.

1. Evaluation of 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:

Letter of Intent submitted before the due date and time.

Signature Sheets: RFP Cover Sheet, Addenda (if issued), Transmittal Letter, Certification of Compliance with Prohibition of Political Contributions and Gifts During the Procurement Process (Attachment H), Proprietary/Confidential Information Identification Form (Attachment G), and State Corporation Commission Form (Attachment I). These forms shall be completed and properly signed by the authorized representative of the organization.

Closing Date: The proposal shall have been received, as provided in Section VII, 8, before the closing of acceptance of proposals in the number of copies specified.

Mandatory Conditions: All mandatory General and Special Terms and Conditions contained in Sections X and XI shall be accepted.

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 A). **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.**

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. To receive the maximum score for the Small Business Subcontracting Plan criterion, the submitting Offeror must be a small business as certified by DSBSD.

2. Proposal Evaluation Criteria and Weights

Proposals shall be evaluated using a numerical scoring system. The best proposal for each criteria shall receive the highest points for that subjective criteria (not necessarily the maximum) with the other proposals receiving fewer points according to the evaluator’s judgment. The broad criteria for evaluating proposals include the elements below:

Criteria	Weights
1. Experience of the Offeror in providing similar services	15%
2. Technical Proposal - Demonstration in the written proposal of the Offeror’s ability, facilities and capacity to provide all required services in a timely, efficient	30%

Criteria	Weights
and professional manner.	
3. Staffing - Experience and expertise of specific staff assigned to the contract.	15%
a) Prior experience of staff with similar projects	
b) Qualifications of staff.	
c) Appropriateness of the relationship between staff qualifications and assigned responsibilities.	
4. Quality of References	5%
a) References who substantiate the Offeror's qualifications and capabilities to perform the services required by the RFP.	
b) References who substantiate the quality of the work processes and outputs of the Offeror.	
5. Small Business Subcontracting Plan - Attachment A	20%
6. Cost Proposal – Attachment B	15%
The Offeror with the lowest cost proposal shall be identified, and all other Offeror costs shall be evaluated in comparison to this price bid.	

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.

3. *Signing and Execution of the Contract*

The successful Offeror will be required to enter into a contract with the Department within seven (7) days of having received a Final contract document from the Department. If the Offeror fails to enter into a contract within seven (7) days, the State may withdraw the notice and select another Offeror, restart the procurement, or discontinue the procurement entirely.

IX. PAYMENTS TO THE CONTRACTOR

Payments to the Contractor will be made monthly at the contracted fixed flat fee. The overall annual 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 Contractor's 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 of Sections X and XI, respectively, of this RFP.

Payment of Invoice

1. Start-up/Implementation

If applicable, the Start-up and Implementation period begins the date of contract execution to the date of the start of operations. Costs will be reimbursed 30 calendar days after successful implementation as determined by DMAS.

2. Operations

The Contractor will be paid monthly based on an accurate monthly invoice submitted by the 5th day of the following month. The invoice shall be sent via email to BCMInvoices@dmas.virginia.gov and the DMAS contract administrator. The monthly invoicing from the Contractor must identify the fixed flat fee as mutually agreed upon in negotiations as identified in Attachment B, Operations Phase Fixed Monthly Price. Payments for mass mailing orders will be priced in accordance with Attachment C. The Contractor will not receive payment for mailings that are re-mailings resulting from mistakes of the Contractor. The Contractor may bill the agency at the completion of each mass mailing order. These billings are to include a description of the work order, evidence of postage/shipping charges and other associated fees.

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 monthly for all production jobs listing all services performed for mailing and distribution. All invoices must include the description of service, quantity, and price per line item. The proof of postage or other delivery charges must be included with the invoice. The invoices must include a listing of special services performed. All job requirements are to be listed separately with the charges on the invoice and proof of postage attached. Production ad hoc jobs and special jobs are to have a sample of the mailed packet attached to the invoice.

3. 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.

4. 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.

X. GENERAL TERMS AND CONDITIONS

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 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 “Vendors Manual” on the vendors tab.

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 and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Department 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 Section 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, State and local laws, rules and regulations.

3. Anti-Discrimination

By submitting their proposals, Offerors certify to the Commonwealth that they shall 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), and any other applicable laws. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in Sections 3.1 and 3.2. below apply:

3.1 During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

3.2 The Contractor shall include the provisions of Section 3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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 proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5. *Immigration Reform and Control Act of 1986*

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

6. *Debarment Status*

By submitting their proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia or any other federal, State or local government from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

7. *Antitrust*

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the COV 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 COV, relating to the particular goods or services purchased or acquired by the COV under said contract.

8. *Mandatory Use of State Form and Terms and Conditions*

Failure to submit a proposal on the official State form, in this case the completed and signed RFP Cover Sheet, 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.

9. Clarification of Terms

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact Darryl Hellams, Contract Monitor no later than 10:00 AM on July 29, 2016 at RFP2016-08@dmas.virginia.gov. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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 Department 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 that 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 the Department of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A Contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the Department 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 Small Business Subcontracting (SWAM) Plan is a condition to the award, shall deliver to the contracting Department 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 Small Business Subcontracting (SWAM) Plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the Department or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The COV encourages Contractors and subcontractors to accept electronic and credit card payments.

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.

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 proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth that

such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

13. Testing and Inspection

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

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. Any assignment made in violation of this section will be void.

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 dispute provisions of the *COV Vendor's 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.

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.

17. Insurance

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any subcontractor 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 COV 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.)

18. *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.

19. *Drug-Free Workplace*

During the performance of this contract, the Contractor agrees to:

1. Provide a drug-free workplace for the Contractor's employees;
2. 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 shall be taken against employees for violations of such prohibition;
3. 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
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions shall be binding upon each subcontractor or Contractor.

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.

20. *Nondiscrimination of Contractors*

A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of

this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

21. 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 bid/proposal being rejected.

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

- a. 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.
- b. 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.

22. 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.

23. Set-Asides in Accordance with the Small Business Enhancement Award Priority

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or

“Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

24. Price Currency

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

25. Authorization to Conduct Business in the Commonwealth

The Contractor organized as a stock or non-stock 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.

XI. SPECIAL TERMS AND CONDITIONS

1. 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

2. Access To 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.

2.1 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 any books, fee schedules, documents, papers, and records of the Contractor and any of its subcontractors.

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, state and federal auditors, or any of their duly authorized representatives, shall be allowed to inspect, copy, and audit any of the above documents, including, medical and/or financial records of the Contractor and its subcontractors.

2.2 Retention of Records

The Contractor shall retain all records and reports relating to this Contract for a period of six (6) years after final payment is made under this Contract or in the event that this Contract is renewed six (6) years after the renewal date. 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 six (6) years following resolution of such action or longer if such action is still ongoing. 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.

3. 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 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.

4. Audit

The Contractor shall retain all books, records, and other documents relative to this contract for six (6) years after final payment. The Department, 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.

5. Termination

This Contract may be terminated in whole or in part:

- a. By the Department, for convenience, with not less than ninety (90) 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.

The Contractor shall not terminate this contract in part.

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

5.1 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:

- (1) All amounts then otherwise due under the terms of this contract,
 - (2) Amounts due for work performed subsequent to the latest Request for Payment through the date of termination,
 - (3) 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.

5.2 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. When the Department makes a written 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 upon written notice to the Contractor 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 between the parties 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.

5.3 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 will 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.

5.4 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

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

6.1 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.

6.2 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 equity including but not limited to, payment withholds and/or termination of the contract.

7. Payment

The Contractor shall be prepared to provide the full range of services requested under this RFP and resultant contract, on site and operationally ready to begin work by the implementation date established by the Department. Upon approval of the Contractor's

operational readiness and a determined start date, the Department shall make payments as described in Section IX.

Each invoice submitted by the Contractor shall be subject to the Department 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 the Department.

8. Identification of 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	City, State, Zip Code

RFP Number	

Name of Contract/Purchase Officer:

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. Indemnification

Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Department or to failure of DMAS to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

10. Small Businesses Subcontracting and Evidence of Compliance

- A. It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business

Subcontracting Plan. Unless the bidder/offeror is registered as a DSBSD-certified small business and where it is not practicable for any portion of the awarded contract to be subcontracted to other suppliers, 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 when they have received DSBSD small business certification. 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. If small business subcontractors are used, the prime Contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

- B. Each prime Contractor who wins an award in which a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution on a quarterly basis, evidence of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the small business subcontracting plan. Upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm with the DSBSD certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product or service provided. Payment(s) may be withheld until compliance with the plan is received and confirmed by the agency or institution. 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. Each prime Contractor who wins an award valued over \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are not DSBSD-certified small businesses. Upon completion of the contract, the Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, and type of product or service provided.

11. Prime Contractor Responsibilities

The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by it as it is for the acts and omissions of its own employees

12. Renewal of Contract

This contract may be renewed by the Commonwealth for (4) 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 Commonwealth 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 no more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-W 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 Commonwealth 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 periods, in addition to any modifications, increased/decreased by no more than the percentage increase/decrease of the Services category under the Commodity and Services Group of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

13. Confidentiality of Information

By submitting a proposal, the Contractor agrees that information or data obtained by the Contractor from DMAS during the course of determining and/or preparing a response to this RFP may not be used for any other purpose than determining and/or preparing the Contractor's response. Such information or data may not be disseminated or discussed for any reasons not directly related to the determination or preparation of the Contractor's response to this RFP. This paragraph does not apply to public records that would be required to be disclosed in response to a request pursuant to the Virginia Freedom of Information Act

14. Business Associate Agreement (BAA)

The Contractor shall be required to enter into a DMAS-supplied Business Associate Agreement (BAA) with DMAS to comply with regulations concerning the safeguarding of protected health information (PHI) and electronic protected health information (ePHI). The Contractor shall comply, and shall ensure that any and all subcontractors comply, with all State and Federal laws and regulations with regards to handling, processing, or using the Department's PHI and ePHI. This includes but is not limited to 45 C.F.R. Parts 160 and 164 Modification to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules; Final Rule, January 25, 2013 and related regulations as they pertain to this agreement.

The Contractor shall keep abreast of any future changes to the regulations. The Contractor shall comply with all current and future HIPAA regulations at no additional cost to DMAS, and agrees to comply with all terms set out in the DMAS BAA, including any future changes to the DMAS BAA. The current DMAS BAA template is available on the DMAS website at

http://www.dmas.virginia.gov/Content_pgs/rfp.aspx .

15. *Obligation of Offeror*

By submitting a proposal, the Offeror 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.

16. *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 the Department.

17. *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.

18. *Subsidiary-Parent Relationship*

In the event the Offeror is a subsidiary or division of a parent organization, the Offeror must include in the proposal, a signed Statement by the chief executive officer of the parent organization pledging the full resources of the parent organization to meet the responsibilities of the subsidiary organization under contract to the Department. The Department must be notified within 10 days of any change in ownership. Any change in ownership shall not relieve the original parent of its obligation of pledging its full resources to meet the obligations of the contract with the Department without the expressed written consent of the Department Director.

19. *eVA Orders and Contracts*

The solicitation/contract will result in 1 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 bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

20. *Compliance with Virginia Information Technology Accessibility 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 Technologies Accessibility Standards are published on the Internet at

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

21. *Contractor Internal Controls*

The Contractor shall provide the Department, at a minimum, a report from its external auditor on the effectiveness of its internal controls. If the report discloses deficiencies in internal controls, the Contractor shall include management's correction action plans to remediate the deficiency. If available, report shall be compliant with the AICPA Statement on Standards for Attestation Engagements (SSAE) No 16, Reporting on Controls at a Service Organization, Service Organizations Controls (SOC) 2, Type 2 Report, and include the Contractor and its third-party service providers. The internal control reports shall be provided annually each June 1st for the preceding calendar year

22. *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

23. *Business Transaction Reporting*

The Contractor shall also notify the Department within ten (10) calendar days after any publicly announced acquisition agreement, pre-merger agreement, or pre-sale agreement impacting the Contractor's ownership. Business transactions to be disclosed include, but are not limited to:

- a. Any sale, exchange, or lease of any property between the Contractor and a Party in Interest;

- b. Any lending of money or other extension of credit between the Contractor and a Party in Interest; and
- c. Any furnishing for consideration of goods, services (including management services) or facilities between the Contractor and a Party in Interest. Business transactions for purposes of this section do not include salaries paid to employees for services provided in the normal course of employment by the Contractor

The Contractor shall advise the Department, in writing, within five (5) business days of any organizational change or major decision affecting its Medicaid business in Virginia or other states. This includes, but is not limited to, sale of existing business to other entities or a complete exit from the Medicaid market in another state or jurisdiction.

24. *Continuity of Services*

a) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Contractor, may continue them. The Contractor agrees:

- (i.) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- (ii.) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- (iii.) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

b) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

25. *State Corporation Commission Identification Number*

Pursuant to *Code of Virginia*, § 2.2-4311.2 subsection B, an Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its 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 proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided (Reference Attachment I- State Corporation Commission Form). 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.

26. Subcontractors

Legal Responsibility

In accordance with requirements described in 42 C.F.R. § 455 Subpart B, and the State Medicaid Director Letter SMDL #08-003 (available at <http://www.cms.gov/smdl/downloads/SMD061208.pdf>), the Contractor shall comply with all of the following federal requirements. Failure to comply with accuracy, timeliness, and in accordance with federal and contract standards may result in refusal to execute this Contract, termination of this Contract, and/or liquidated damages by the Department.

26.1 Contractor Owner, Director, Officer(s) and/or Managing Employees

(a) The Contractor and/or its subcontractors shall not knowingly have a relationship of the type described in paragraph (b) of this section with:

(1) An individual or entity who is debarred, suspended, or otherwise excluded from participating in federal health care programs, as listed on the Federal List of Excluded Individuals and Entities (LEIE) database at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp or excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

(2) An individual who is an affiliate, as defined in the Federal Acquisition Regulation, of a person described in paragraph (a)(1) of this section.

(b) The relationships described in this paragraph are as following:

- (1) Director, officer, or partner of the Contractor.
- (2) Person with beneficial ownership of 5 percent or more of the Contractor's equity.
- (3) Person with an employment, consulting or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this contract with the Department.

(c) Consistent with federal disclosure requirements described in 42 C.F.R. § 455.100 through 42 C.F.R. and § 455.106, the Contractor and its subcontractor(s) shall disclose the required ownership and control, relationship, and financial interest information; any changes to ownership and control, relationship, and financial interest; and information on criminal conviction regarding the Contractor's owner(s) and managing employee(s).

(d) The Contractor and its subcontractor(s) shall perform, at a minimum, a monthly comparison of its owners and managing employees against the LEIE database to ensure compliance with these federal regulations. The LEIE database is available at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp.

(e) The Contractor shall report to the Department within 5 business days of discovery of any Contractor or subcontractor owners or managing employees identified on the Federal List of Excluded Individuals/Entities (LEIE) database and the action taken by the Contractor.

(f) Failure to disclose the required information accurately, timely, and in accordance with federal and contract standards may result in refusal to execute this Contract, termination of this Contract, and/or liquidated damages by the Department.

26.2 Contractor and Subcontractor Service Providers

(a) In accordance with 1902(a)(39) and (41), 1128, and 1128A of the *Social Security Act*, 42 C.F.R. § 438-610, 42 C.F.R. § 1002, and 12 VAC 30-10-690 of the Virginia Administrative Code and other applicable federal and state statutes and regulations, the Contractor (including subcontractors and providers of subcontractors) shall neither participate with nor enter into any provider agreement with any individual or entity that has been excluded from participation in federal health care programs or who have a relationship with excluded providers of the type described in paragraph 1(b) above. Additionally, the Contractor and its subcontractor are further prohibited from contracting with providers who have been terminated from the Medicaid or FAMIS programs by DMAS for fraud and abuse. Additional guidance may be found in the Department's 4/7/09 Medicaid Memo titled "Excluded Individuals/Entities from State/Federal Healthcare Programs."

(b) The Contractor shall inform providers and subcontractors about federal requirements regarding providers and entities excluded from participation in federal health care programs (including Medicare, Medicaid and CHIP programs). In addition, the Contractor should inform providers and subcontractors about the U.S. Department of Health and Human Services – Office of Inspector General (HHS-OIG) online exclusions database, available at <http://exclusions.oig.hhs.gov>. This is where providers/subcontractors can screen managing employees, contractors, etc., against the HHS-OIG website on a monthly basis to determine whether any of them have been excluded from participating in federal health care programs. Providers and subcontractors should also be advised to immediately report to the Contractor any exclusion information discovered. The Contractor must also require that its subcontractor(s) have written policies and procedures outlining provider enrollment and/or credentialing process. The Contractor and its subcontractor(s) shall perform, at a minimum, a monthly comparison of its providers against the LEIE database to ensure that their contracted health care professionals have not been included on the Federal List of Excluded Individuals/Entities (LEIE) database, available at http://www.oig.hhs.gov/fraud/exclusions/exclusions_list.asp. Federal health care programs include Medicare, Medicaid, and all other plans and programs that provide health benefits funded directly or indirectly by the United States.

(c) The Contractor shall report to the Department within 5 business days of discovery of any network providers or its subcontractor providers that have been identified on the Federal LEIE database and the action taken by the Contractor.

(d) Failure to disclose the required information accurately, timely, and in accordance with federal and contract standards may result in sanctions by the Department in accordance with this subsection of the Contract.

26.3 Prior Approval of Subcontracting

No portion of the work shall be subcontracted without the 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 the 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. The Department shall have the option to review and approve all written agreements between the Contractor and its Subcontractors prior to execution.

27. Severability

Invalidity 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.

28. 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.

ATTACHMENT A – 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 APSPM Annex 7-G. This text shall not be construed to reflect independent definitions or status decisions by the Department. Reference Section VIII of the RFP

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.

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 participation 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 B – COST PROPOSAL

Total Price Schedule

Schedule B-1: Total Price

Item	Subtotal	Price
Takeover Phase Total Fixed Price (Schedule B-2 total)		\$
Operations Phase Fixed Price (Schedule B-3 Monthly Fixed price)	\$	
Operations Phase Fixed Total Price (Operations Phase Fixed Price times 12 months, times 2 base years)		\$
Attachment D, Scenario #1 Cost	\$	
Attachment D, Scenario #1 Monthly Over 2 years (Scenario #1 cost times 12 months, times 2 base years)		\$
Attachment D, Scenario #2 Cost	\$	
Attachment D, Scenario #2 Monthly Over 2 years (Scenario #2 cost times 12 months, times 2 base years)		\$
Total Cost Proposal (Takeover Phase Total Fixed Price plus Operations Phase Fixed Total Price plus cost Scenarios #1 & #2 performed monthly over 2 years Price)		\$
<i>Note: The Total Cost Proposal dollar amount will be used for RFP 2016-08 scoring purposes. 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</i>		

Takeover Phase and Operations Phase

Schedule B-2: Takeover Phase Fixed Price¹

Group		
I	Takeover Phase Cost	
	A. Staffing	\$
	B. Facilities	\$
	C. Hardware	\$
	D. Software (including maintenance)	\$
	E. Other costs (Itemize: add more rows as necessary)	\$
	Schedule B-2 Total Fixed Price	\$

NOTE 1: Takeover Costs (implementation) will be reimbursed 30 calendar days after successful implementation as determined by DMAS.

Schedule B-3: Operation Phase Fixed Price¹

Group		
I	Operation Phase Monthly Fixed Price	
	A. Staffing	\$
	B. Facilities	\$
	C. Hardware	\$
	D. Software (including maintenance)	\$
	E. Historical Scheduled Mailings (Attachment J) ²	\$
	F. Other costs (Itemize: add more rows as necessary)	\$
	Schedule B-3 Total Monthly Fixed Price	\$

Per Hour fee for Systems and Programming Changes: _____

Note 1: Cost proposals should exclude mailing listed in Attachment K, MLTSS Mailing Volumes.

Note 2: Offerors fixed price monthly cost should include the cost for monthly mailings based on the frequency and average amounts listed in Attachment J.

ATTACHMENT C – MASS MAILING PRICING SCHEDULE

Machine Mailing

Up to 6X9 (per M) Up to 9X12 (per M) Over 9X12 (per M)

Apply Cheshire Labels			
Auto Insert (one)			
Additional Insert			
In Line Metering			
In Line Stamping (Line Stamp)			
In Line Sorting			
Fold (Per fold)			
Apply P.S. Labels			
ZIP Sort			
Full ZIP + 4 Sort			

Hand Mailing

Affix P.S. Labels			
Hand Folding (Per fold)			
Collating (Per Sheet)			
Stapling (Per Set)			
Rubber Stamping			
Metering Off line			
Apply Meter tapes			
Insert (One)			
Each Additional Insert			
ZIP Sort			
Full ZIP + 4 Sort			
First Class Presort			

Envelopes Supplied & Printed

Less Than 20,000
(per M)

20,001 - 100,000
(per M)

100,001+ (per M)

#10 Regular			
#9 Postage Prepaid			
#10 Window			
9 ½ x 12 ½ Kraft			
12 x 15 ½ Kraft			

8 ½ x 11 Sheets Supplied &
Printed

Less Than 20,000
(per M)

20,001 - 100,000
(per M)

100,001+(per M)

One Side			
Two Sides			

ATTACHMENT C – MASS MAILING PRICING SCHEDULE (Cont.)

Systems Work Per Job

Make Provider Code and/or Mailing list Selections	_____	
Load tapes, convert and format	_____	
Do householding, append zip + 4, barcodes,		
Perform required postal sorts, print class	_____	
Certifications, postal reports, tray or bag tags	_____	
 Program One page letter	_____	
Laser 8.5 X 11 simplex		_____ @ M _____ minimum
 Laser 8.5 X 11 duplex		_____ @ M _____ minimum
Print 4-up Cheshire Labels w/ barcodes		_____ @ M
Print 1-up Pressure Sensitive Labels		_____ @ M
Label printing cost		_____ minimum
Scan Signatures or Letterhead		_____ each
Inkjet		_____ @ M _____ minimum

Minimum Charges:

Handwork	_____	minimum
Machinable work	_____	minimum
Manual Insertion – Mass Mailing	_____	each
	_____	minimum
Folding	_____	minimum
Paper for Non-Contract Jobs	_____	@ M

ATTACHMENT D – MASS MAILING AND DISTRIBUTION SCENARIOS

Scenario #1

The Department of Medical Assistance Services' Contract Monitor emails a job request for a mailing consisting of 70,000 clients. The letter will contain Private Health Information. This mailing requires that the vendor receive and process a comma delimited text file via File Transfer Protocol (FTP). The personalized letter consists of a 2 page document to be duplexed into one page. This mailing consists of 2 inserts (a one page document, and a 1 page brochure). This mailing is sent out in a #10 windowed envelope. The brochure will be a stocked brochure, but all other items must be produced by the Contractor.

The mailing list must be cleaned via a USPS address validation updating process, and all necessary postal sorts performed to ensure discounted First-Class mail postage prices. The postage is to be applied and the order delivered to the post office for delivery.

Provide a detailed cost estimate for aforementioned scenario. Explain in detail the operational process used to fulfill this order, and line item each associated task, its cost, and completion timeframe.

Total Cost for Scenario #1	\$
----------------------------	----

Total Cost for Scenario #1 shall be included in the appropriate cell in Schedule B-1: Total Price.

Scenario #2

The Department of Medical Assistance Services' monthly MEDALLION 3.0 assignment letters need to be processed and mailed. This mailing requires that the vendor receive and process a file via FTP. The letters contains PHI. The file must be householded. The personalized letter consists of a one page letter, duplexed to English/Spanish. The file must be matched to the appropriate pre-programmed letter. The mailing consists of the letter plus 2 inserts (a region-specific provider listing, and a MEDALLION 3.0 Help Sheet). The region-specific provider listing requires that the vendor receive and process a file by FTP. Both files have a 3 digit Region Code. When lasering the letter & provider listing, the vendor must match the region code on the mail file to the region code on the provider file to ensure that the appropriate list is sent the each letter. The MEDALLION 3.0 Help Sheet is a stock item that is printed and maintained by the vendor. These letters have a mailing deadline that is the end of the month in which they are processed.

The mailing list must be cleaned via a USPS address validation updating process, addresses applied to the envelopes, and all necessary postal sorts performed to ensure discounted First-Class mail postage prices. The postage is to be applied and the job delivered to the post office for delivery.

Provide a detailed cost estimate for this scenario. Explain in detail the operational process used to complete this job, and line item each associated task, its cost, and completion timeframe.

Total Cost for Scenario #2	\$
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Total Cost for Scenario #2 shall be included in the appropriate cell in Schedule B-1: Total Price.

ATTACHMENT E - REFERENCES

RFP 2016-08 Reference Form:

Contract Name:	
Customer name and address:	
Customer contact and title:	
Contact Phone number:	
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 F - CONTRACTOR REQUIRED INVENTORY LIST. The following table is provided for informational purposes only. Volumes may change as the covered population changes.

DMAS Forms	Description	Reorder Levels	Est. Yearly Usage
2	VIRGINIA MEDICAID HANDBOOK	10,000	33,352
2S	VIRGINIA MEDICAID HANDBOOK SPANISH	700	50
3	MEDICAL ASSIST FOR AGED, BLIND OR DISABLED HANDBOOK		8,252
3S	MEDICAL ASSIST FOR AGED, BLIND OR DISABLED HANDBOOK SPANISH		690
58	< 21 EPSDT LETTER	10,000	102,460
59 11E	EPSDT BIRTHDAY POSTCARD ENGLISH	18,000	57,329
59 11S	EPSDT BIRTHDAY POSTCARD SPANISH	1,000	2,560
59 15E	EPSDT BIRTHDAY POSTCARD ENGLISH	2,000	40,314
59 15S	EPSDT BIRTHDAY POSTCARD SPANISH	600	3,793
59 1E	EPSDT BIRTHDAY POSTCARD ENGLISH	12,000	96,362
59 1S	EPSDT BIRTHDAY POSTCARD SPANISH	1,000	12,887
59 3E	EPSDT BIRTHDAY POSTCARD ENGLISH	12,000	55,537
59 3S	EPSDT BIRTHDAY POSTCARD SPANISH	1,200	3,982
59 5E	EPSDT BIRTHDAY POSTCARD ENGLISH	28,000	51,269
59 5S	EPSDT BIRTHDAY POSTCARD SPANISH	3,000	3,773
60	NEW MOM LETTER	4,000	17,889
66E	PLAN FIRST BROCHURE ENGLISH	10,000	268,003
66S	PLAN FIRST BROCHURE SPANISH	8,000	5550
67E	PLAN FIRST POSTER		32
173	PHARMACY DRUG CLAIM LEDGER	80,000	7,787
174	COMPOUND PRESCRIPTION PHARMACY CLAIM FORM	25,000	527
604	12 X 15.5 BROWN KRAFT MAILING ENVELOPE	21,900	4,259
2005G	#10 WINDOW ENV W/ GREEN STRIPE W/ DMAS RADDs & RSR	50,000	
2005G1	6X9 WINDOW ENV W/ GREEN		
2006	#10 WINDOW ENVELOPE NO ENDORSEMENT/MEMBER MAILINGS		11,052
2007	#10 WINDOW ENVELOPE NO ENDORSEMENT RED STRIPE REPLACE DMAS-2005		558,376
2008	#10 WINDOW ENVELOPE W/ RED STRIPE DMAS RADDs & FSR (OPEN ENROLLMENT)	2,000	39,216
2008G	#10 WINDOW ENVELOPE W/ GREEN STRIPE DMAS RADDs & FSR	2,000	
2008G1	6X9 WINDOW ENVELOPE W/ GREEN STRIPE		
2010	#10 DOUBLE WINDOW ENVELOPE W/OUT RADDs	50,000	29,410
2010DW	6x9 DOUBLE WINDOW ENVELOPE RETURN SERV. REQUESTED		34,685
2021	#10 FULL FACE ENVELOPE W/ NO RADD		
2025	#10 FULL FACE ENVELOPE W/ PO BOX FHSC RADDs & RSR (MEDICAID MEMOS)	50,000	636,919
2026	#10 WINDOW ENVELOPE W/ PO BOX FHSC RADDs & RSR (MEDICAID MEMOS AND RECERTIFICATION)	40,000	9,864
2030	#10 FULL FACE ENVELOPE W/ DMAS RADDs (RECIPIENT MAILINGS)	10,000	119,950

ATTACHMENT F - CONTINUED

2050	9 X 12 KRAFT ENVELOPE W/ PO BOX FHSC RADDS & RSR (RECERTIFICATION & MEDICAID MEMOS) (WHITE & KRAFT)		102,959
2055	#9 RETURN ENVELOPE (TPL) W/ DMAS RADDS	5,000	17,838
2055B	#9 RETURN ENVELOPE W/ DMAS RADDS	5,000	
2060	#9 RETURN ENVELOPE W/ DMAS RADDS (11 & 5 REORDER) W/ HIPP UNIT	15,000	78
2075	#6 JIFFY MAILER BAGS (FULFILLMENT)	500	182
CCC	8.5 X 11 CCC LETTERHEAD		61,890
CCC 60 & 30 DAY LETTER FLYER	CCC 60 & 30 DAY LETTER COLOR FLYER		
CCC ANNUAL LETTER FLYER	CCC ANNUAL LETTER COLOR FLYER		
CCC APP	CCC APPLICATION		1,5502
CCC CHARL	CCC CHARL		
CCC CVA	CVA COMPARISON CHART		22,542
CCC INITIAL LETTER FLYER	CCC INITIAL LETTER COLOR FLYER		
CCC NETWORK UPDATE	CCC NETWORK UPDATE		10,301
CCC NOVA	NOVA COMPARISON CHART		13,303
CCC ROA	ROA COMPARISON CHART		13,861
CCC TID	TID COMPARISON CHART		16,112
CP RACK CARD	CENTERING PREGNANCY VA		4,247
D68E	PLAN FIRST HANDBOOK		
D68S	PLAN FIRST HANDBOOK (SPANISH)		
DMAS 1115 GAP POSTER	DMAS 1115 GAP POSTER		
MCO-3001	CVA COMPARISON CHART	5,000	141,427
MCO-3002	TID COMPARISON CHART(NEW)	5,000	125,862
MCO-3003	ANNUAL NOTICE OF HEALTH CARE RIGHTS ENGLISH/SPANISH	50,000	361,611
MCO-3004	NVA COMPARISON CHART	3,500	129,747
MCO-3005	NSW COMPARISON CHART	3,500	54,744
MCO-3006	WST COMPARISON CHART	2,000	72,965
MCO-3008	MCO BROCHURE	18,000	224,238
MCO FSW	FSW COMPARISON CHART	6,500	42,981
NCOA	NCOA INSERT	7,000	22,237
PIE	PLAN FIRST PREGNANT AND POSTPARTUM BROCHURE ENGLISHP		
PIS	PLAN FIRST PREGNANT AND POSTPARTUM BROCHURE SPANISH		
QUIT NOW	QUIT NOW INSERTS	3,000	30,591

ATTACHMENT F - CONTINUED

ABD-LTC	LTC APPLICATIONS, APPENDIX D	20,000	81,050
ABD –LTC S	LTC APPLICATIONS, APPENDIX D SPANISH	5,000	5,125
F&C MN	MEDICALLY NEEDY - APPENDIX E	4,650	7,675
F&C MN S	MEDICALLY NEEDY - APPENDIX E SPANISH		
FAMIS-2	FAMIS ENGLISH HANDBOOK	3,000	8,346
FAMIS-2S	FAMIS SPANISH HANDBOOK	1,000	4,492
FAMIS-5	FAMIS SELECT BROCHURE	10,000	71,964
FAMIS-5S	FAMIS SELECT BROCHURE SPANISH	1,500	8,065
FAMIS-6	ENGLISH APPLICATION INSTRUCTIONS		75,700
FAMIS-6S	SPANISH APPLICATION INSTRUCTIONS		75,700
FAMIS-9	FAMIS MOM FLYER (ENGLISH/SPANISH)	4,000	18,900
FAMIS-10	FAMIS MOMS HANDBOOK ENGLISH	600	360
FAMIS 10S	FAMIS MOMS Handbook Spanish	300	165
FAMIS 11	FAMIS SELECT FLYER		
FAMIS – MCO-CEN	FAMIS MCO COMPARISON CHARTS FOR CEN/HALI/TID	1,000	599
FAMIS-MCO-CEN-S	FAMIS MCO COMPARISON CHARTS FOR CEN/HALI/TID SPANISH	750	133
FAMIS-MCO-NVA	FAMIS MCO COMPARISON CHARTS FOR NOVA/WINCHESTER/CHAL	1,000	225
FAMIS-MCO-NVA-S	FAMIS MCO COMPARISON CHARTS FOR NOVA/WINCHESTER/CHAL SPANISH	750	125
FAMIS-MCO-FSW	FAMIS MCO COMPARISON CHARTS FOR FAR SOUTHWEST VA/ROA/ALL	1,000	298
FAMIS-MCO-FSW-S	FAMIS MCO COMPARISON CHARTS FOR FAR SOUTHWEST VA/ROA/ALL SPANISH	750	58
MAGI-1	APPLICATION FOR HEALTH COVERAGE & HELP PAYING COSTS	17,000	151,675
MAGI-1S	APPLICATION FOR HEALTH COVERAGE & HELP PAYING COSTS SPANISH	10,000	19,050
MAGI-2	ADDITIONAL PERSON SINGLE PAGE SUPPLEMENTS	15,600	98,850
MAGI-2S	ADDITIONAL PERSON SINGLE PAGE SUPPLEMENTS SPANISH	5,000	6,550
FAMIS PST E/S	Ready Set Covered Poster		844
FAMIS-2111	YELLOW FLYER	0	589,447

ATTACHMENT G – PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

To Be Completed By Offeror and Returned With Your Technical Proposal

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and states the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must include only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of such information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal may be scored lower or eliminated from further consideration.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on _____.
Date

Signature: _____ Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT H - Certification of Compliance with Prohibition Of Political Contributions And Gifts During The Procurement Process

For contracts with a stated or expected value of \$5 million or more except those awarded as the result of competitive sealed bidding

I, _____, a representative of _____,
Please Print Name Name of Bidder/Offeror
am submitting a bid/proposal to _____ in response to
Name of Agency/Institution
_____, a solicitation where stated or expected contract value is
Solicitation/Contract #
\$5 million or more which is being solicited by a method of procurement other than competitive sealed bidding as defined in § 2.2-4301 of the *Code of Virginia*.

I hereby certify the following statements to be true with respect to the provisions of §2.2-4376.1 of the *Code of Virginia*. I further state that I have the authority to make the following representation on behalf of myself and the business entity:

1. The bidder/offeror shall not knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.
2. No individual who is an officer or director of the bidder/offeror, shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Governor's Secretaries, if the Secretary is responsible to the Governor for an agency with jurisdiction over the matters at issue, during the period between the submission of the bid/proposal and the award of the contract.
3. I understand that any person who violates § 2.2-4376.1 of the *Code of Virginia* shall be subject to a civil penalty of \$500 or up to two times the amount of the contribution or gift, whichever is greater.

Signature

Title

Date

To Be Completed By Offeror and Returned With Your Technical Proposal

ATTACHMENT I – STATE CORPORATION COMMISSION FORM

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):

To Be Completed by Offeror and Returned with Your Technical Proposal

Signature

Title

Date

ATTACHMENT J: HISTORICAL MAILING VOLUMES

<u>Program</u>	<u>Reoccurring Mailing Job Description*</u>	<u>Frequency</u>	<u>Average Quantities</u>
Medallion 3.0	Re - Enrollment Letter; Region Change Letter; Assignment letter	Monthly at Mid-Month	3,718.25 Mid-Month
Commonwealth Coordinated Care	Commonwealth Coordinated Care Annual Letter	Monthly	3,450
Commonwealth Coordinated Care	Commonwealth Coordinated Care 30 Day Letter	Monthly	2,086
Commonwealth Coordinated Care	Commonwealth Coordinated Care 60 Day Letter	Monthly	3,393
Commonwealth Coordinated Care	Commonwealth Coordinated Care Initial Letter	Monthly	3,388
Client Medical Management	Client Medical Management Reports	Monthly	6
Provider	Provider Re-Certification/Renewal Letters	Monthly	749
EPSDT	EPSDT Birthday Post Cards (10 separate files)	Monthly	41,631
Various	Pregnant Women with Card Letter	Monthly	289
Various	Pregnant Women Letter	Monthly	1,087
Plan First	DMAS-68 Plan First Letter	Monthly	2,120
EPSDT	<21 EPSDT Letter	Weekly	1,722
Medallion 3.0	Open Enrollment Letter	Five times/year	68,173

*The examples provided in attachment J are for informational purposes only. The Contractor understands that the mailing volume will vary and may be higher or lower than the numbers indicate. Samples of reoccurring mailing jobs will be made available to Offerors who submit Letters of Intent (LOI) before the due date/time specified in the RFP.

ATTACHMENT K: MLTSS MAILING VOLUMES¹

MLTSS Letters		
Mail Job	Frequency	Anticipated Quantities
MLTSS Regional Launch Assignment Letters		
Tidewater	May 18, 2017	18,192
Central	July 18, 2017	24,627
Charlottesville/Western	August 18, 2017	16,793
Roanoke/Alleghany	September 18, 2017	11,520
Southwest	September 18, 2017	12,658
Northern/Winchester	October 18, 2017	25,525
CCC Population Transition	November 18, 2017	26,866
ABD transition from Medallion 3 to MLTSS	November 18, 2017	76,565
MLTSS Regional Launch Confirmation Letters	Frequency	Anticipated Quantities
Tidewater	June 18, 2017	18,192
Central	August 18, 2017	24,627
Charlottesville/Western	September 18 2017	16,793
Roanoke/Alleghany	October 18, 2017	11,520
Southwest	October 18, 2017	12,658
Northern/Winchester	November 18, 2017	25,525
CCC Population Transition	December 18 2017	26,866
ABD transition from Medallion 3 to MLTSS	December 18, 2017	76,565
Monthly Assignment (on-going)	Monthly	4,000
Monthly Confirmation Letters (on-going)	Monthly	4,000
Monthly re-enrollment letters (on-going)	Monthly	2,000
Open Enrollment Letters will be generated end of September with a Jan 1 effective date.	All regions; to be generated mid-month in September on an annual basis	This will be different in 2017 because the launch will not be complete
Open Enrollment Letters October 2017 (prior to full program launch)	September 18, 2017	Approximately 100,000
Open Enrollment Letters (on-going) for the full MLTSS Population	September 18, 2017	Approximately 213,000

¹ MLTSS mailing are not expected to begin until May 2017. This table only represents estimated volumes and frequency expected to be performed and actual amounts may vary.

ATTACHMENT L: Service Level Agreement (SLA) Performance Standards

SLA #	RFP Section #	Service Area	Performance Standard	Measure	Measurement tool <i>Optional (reporting method may already be addressed in Reports Section of RFP)</i>
SLA001	Pg. 13 Section 4.1 o	Mailing and Distribution Services	Provide an on-line mechanism to receive requests for materials from inventory that is shipped within 48 hours of request.		Provide a Weekly Report of all materials ordering activities to DMAS for review
SLA002	Pg. 13 Section 4.1 r	Mailing and Distribution Services	Drop all mailings within 3 business days, unless otherwise specified by DMAS.		Provide a Weekly Report of all mailing activities to DMAS for review
SLA003	Pg.12 Section 4.1 d	Mailing and Distribution Services	Monitor all inventoried materials to determine if sufficient quantities are available to meet anticipated mailing requirements for a 45 day period and provide DMAS an on-line capability to view real time inventory levels.		Provide real time online access to a Report of all inventoried materials

1. Service level agreement (SLA) performance standards consist of strategically important deliverables in the contract. SLAs often have associated penalties. However, not all contract performance standards rise to the level of strategic importance to warrant penalties.
2. Revisions to performance standards, whether listed as an SLA or in the body of the contract must be accomplished through a contract modification. Revisions to performance standards cannot be completed through a letter to the contractor or verbally authorized.