



Loudoun County, Virginia

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## REQUEST FOR PROPOSAL

### **OPERATION OF THE DEVELOPMENTAL DISABILITY GROUP HOMES AND SUPPORTED/SUPERVISED LIVING HOMES**

ACCEPTANCE DATE: Prior to 4:00 p.m. "Atomic" Time, December 30, 2021

RFP NUMBER: RFQ 442782

ACCEPTANCE  
PLACE: Department of Finance and Budget  
Division of Procurement  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, Virginia 20175

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This document can be downloaded from our web site:  
[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Issue Date: November 18, 2021

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN  
ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS  
SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

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AND SUPPORTED/SUPERVISED LIVING HOMES**

<u>SECTION/TITLE</u>	<u>PAGE</u>
1.0 PURPOSE.....	3
2.0 COMPETITION INTENDED .....	3
3.0 BACKGROUND INFORMATION .....	3
4.0 OFFEROR'S MINIMUM QUALIFICATIONS .....	6
5.0 SCOPE OF SERVICES.....	8
6.0 TERMS AND CONDITIONS.....	16
7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS.....	32
8.0 PROPOSAL SUBMISSION FORMAT .....	33
9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS.....	36
10.0 PROPOSAL SUBMISSION FORMS .....	43

Prepared By: //s// Kathleen R. Armstrong Date: November 18, 2021  
Contracting Officer

# **OPERATION OF THE DEVELOPMENTAL DISABILITY GROUP HOMES AND SUPPORTED/SUPERVISED LIVING HOMES**

## **1.0 PURPOSE**

The intent of this Request for Proposal (RFP) is for the County of Loudoun, Virginia (County) to obtain proposals for the Operation of Developmental Disability Group Homes and Supervised/Supported Living services, in homes located in Loudoun County for adults served by the Department of Mental Health Substance Abuse and Developmental Services ("MHSADS"). **Loudoun County is not responsible for payment of any services described herein.**

The County reserves the right to award to multiple Offerors, depending on the number and quality of responses received.

## **2.0 COMPETITION INTENDED**

It is the County's intent that this RFP permits competition. It shall be the Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

## **3.0 BACKGROUND INFORMATION**

### **3.1 Loudoun County, Virginia**

Loudoun County is located 25 miles west of Washington, DC, in the Washington Metropolitan Area and provides a mix of suburban and rural living to its residents. Since the construction of the Dulles International Airport, new business and residential development have dominated the County's historically agricultural economy. Loudoun County's population nearly doubled in the 1990s; since 2000, Loudoun County has been the fifth fastest growing county in the United States. Loudoun County is known for its beautiful scenery, rich history, comfortable neighborhoods, and high quality public services. Its economy continues to grow and is responsible for a considerable share of Northern Virginia's job growth during the past few years. Several major companies in the telecommunications, information, and airline industries are located in Loudoun County. It is also known for its outstanding public school system.

### **3.2 MHSADS Overview**

MHSADS is responsible for the public mental health, substance abuse, and developmental services system in the County. The Department provides a wide variety of mental health, substance abuse and developmental services

to individuals of all ages to stabilize acute situations and to support and empower people to live independently and successfully in the community.

The Department of MHSADS offers varying combinations of the following core services:

- A. Emergency services;
- B. Mental Health and Substance Abuse Outpatient services;
- C. Psychiatric and Medication Management services;
- D. Support and Care Coordination services (Case Management);
- E. Employment and Day Support services;
- F. Residential services; and
- G. Early Intervention services.

### **3.3 Developmental Disability (DD) Residential Support Services**

MHSADS supports individuals residing in a variety of settings throughout the County. MHSADS seeks to refer individuals diagnosed with a developmental disability to an appropriate level of residential support in settings located throughout Loudoun County. The DD Residential Support Services provided in these settings are to empower individuals to achieve and maintain stability and independence in the most appropriate, least restrictive environment within the community.

DD Residential Support Services are defined as individualized training in functional skills and appropriate behavior related to the individual's health and safety, activities of daily living, and use of community resources; assistance with medication management; and monitoring health, nutrition, and physical condition.

- A. The goals of the DD Residential Support Services are to provide support that empowers individuals to:
  - 1. Increase or maintain skills and abilities to live as independently as possible;
  - 2. Connect in meaningful ways to their community; and
  - 3. Have as much choice and control regarding their home and the services therein as appropriate to the individuals' abilities.
- B. The DD Residential Support Services are based on the needs and preferences of the individual and include skills-building, supports and assistance in such areas of activities of:
  - 1. Daily living;
  - 2. Community connections;
  - 3. Transportation;
  - 4. Medication;

5. Management and medication administration;
6. Medical/emotional/psychiatric monitoring as appropriate and according to the Individual Service Plan (ISP);
7. Durable medical equipment oversight;
8. Nutritional consultation
9. Meal preparation.

Other DD Residential Support Services are developed and provided based on a consensus among the individual's team members, the individual's agreement, and the program's capacity to meet the stated needs.

C. For the purpose of this solicitation, the DD Residential Support Services are needed for the County's two (2) Developmental Disability Group Homes and the three (3) Supervised/Supported Living condominiums. All residences are County owned.

1. Developmental Disability Group Homes

- a. The license capacity for each of the two homes is currently four (4) occupants, however, this solicitation and resultant contract require licensing for six (6) occupants in one home and five (5) occupants in the other home.
- b. The number of individuals currently residing in each home are as follows: one home has three (3) occupants and the other home has four (4) occupants. The bed utilization rate based on the current license capacity is seventy-five percent (75%) in one home and one-hundred percent (100%) in the other home.
- c. The homes are currently fully staffed by the vendor. The staffing patterns consist of 2:4 (two staff to four individuals) ratio with the exception of overnight which is 1:4 ratio (one staff to four individuals). The ratio may vary depending on the number of occupants.
- d. The tier level information for the individuals occupying the homes along with the Support Intensity Scale (SIS) scores of current individuals is protected under the Health Insurance Portability and Accountability Act (HIPAA) and is not releasable.
- e. The current operating budget is estimated at \$370,000 per year per home.
- f. The pay range for Direct Support Professional (DPS) is between \$16.00-\$19.00/hour, Assistant Manager is

\$22.00/hour and Program Manager is \$59,000 - \$64,000 annually.

2. Supported/Supervised Living Homes.
  - a. These residences are three (3) separate, two (2) bedroom condominiums located in the Loudoun Valley development in Ashburn, Virginia.
  - b. The license capacity for each of the three (3) condominiums is currently two (2) occupants.
  - c. There are no individuals residing in each of the condominiums at this time. However, the County plans to have them filled shortly after the award of the Contract.

#### 4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All Offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

The following criteria shall be met in order to be eligible for this contract:

- 4.1 Developmental Disability (DD) Group Homes. Offerors must demonstrate the capability of providing Developmental Disability Congregate Community Residential Services for those homes specified in Section 5.1 A. and must:
  - A. Be currently contracted with the Virginia Department of Medical Assistance Services (DMAS) to bill for congregate residential services and accept Medicaid Waiver payment as payment in full as Loudoun County will not be responsible for payment to the resultant contract awardee for any services described herein. Documentation evidencing such must be included in Offeror's proposal submission.
  - B. Possess a current, valid provider license from the Virginia Department of Behavioral Health and Developmental Services (DBHDS).
    1. Preference given to vendors with a current, valid triennial provider license from Virginia DBHDS. A copy of the license must be included with Offeror's proposal submission.
    2. A vendor with a current, valid, annual provider license from the Virginia DBHDS is acceptable provided the vendor's proposal cites the reasons for having an annual license and submits a quality improvement plan addressing steps and timeline for receiving a triennial license. A copy of the annual

license, narrative explanation and corrective action plan must be included with Offeror's proposal submission.

- C. Possess a current, valid triennial or annual service license from DBHDS to provide developmental disability residential group home services for adults. A copy of the license must be included with Offeror's proposal submission.
- D. Have financial and staffing resources available to meet or exceed the requirements identified in Section 5.0, Scope of Services. The Offeror shall include in the proposal submission an income statement and balance sheet from the most recent reporting period.

4.2 Developmental Disability (DD) Supported/Supervised Living. Offerors must demonstrate the capability of providing Developmental Disability Supported/Supervised Living Residential Services for those homes specified in Section 5.1 B. and must:

- A. Be currently contracted with the Virginia Department of Medical Assistance Services (DMAS) to bill for Supported/Supervised Living residential services and accept Medicaid Waiver payment as payment in full as **Loudoun County will not be responsible for payment to the resultant contract awardee for any services described herein.** Documentation evidencing such must be included in Offeror's proposal submission.
- B. Possess a current, valid provider license from the Virginia Department of Behavioral Health and Developmental Services (DBHDS).
  - 1. Preference shall be given to providers with a current, valid triennial provider license from Virginia DBHDS. A copy of the license must be included with Offeror's proposal submission.
  - 2. A vendor with a current, valid, annual provider license from the Virginia DBHDS is acceptable provided the vendor's proposal cites the reasons for having an annual license and submits a quality improvement plan addressing steps and timeline for receiving a triennial license. A copy of the annual license, narrative explanation and corrective action plan must be included with Offeror's proposal submission.
- C. Possess a current, valid triennial or annual service license from DBHDS to provide Supported/Supervised Living services for adults. A copy of the license must be included with Offeror's proposal submission
- D. Have financial and staffing resources available to meet or exceed the requirements identified in Section 5.0, Scope of Services. The Offeror shall include in the proposal submission an income statement and balance sheet from the most recent reporting period.

## 5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

5.1 Contractor shall operate the following residential settings twenty-four hours a day, seven days a week, three hundred and sixty-five days a year, (24/7/365):

A. Developmental Disability Group Homes. Two (2) separate single family homes located in Loudoun County as follows:

1. One of the homes is located in Leesburg, Virginia. It has five (5) bedrooms and 4 bathrooms. It includes:
  - a. Main/First Floor: One (1) bathroom and one (1) bedroom
  - b. Second Floor: Four (4) bedrooms, including a master suite, and two (2) bathrooms
  - c. Partially finished basement with one (1) bathroom
  - d. Two car garage
  - e. Deck
  - f. Fenced backyard
2. The second home is located in Sterling, Virginia. It has six (6) bedrooms and three (3) bathrooms. It includes:
  - a. Main/First floor: Two (2) bedrooms and one (1) bathroom
  - b. Second Floor: Four (4) bedrooms, one of which is a master bedroom suite, and two (2) bathrooms
  - c. Covered carport
  - d. Fenced backyard
  - e. Equipped with an emergency generator

B. Developmental Disability Supervised/Supported Living Homes. Three (3) separate, two bedroom condominiums located in close proximity to each other in one Ashburn, Virginia community.

1. Condominium One is located on the ground floor and has:
  - a. Two (2) bedrooms
  - b. A bathroom accessible from the common living area
  - c. Combination washer dryer
  - d. Combined kitchen, dining, living room area
2. Condominium Two is located on the ground floor and has:
  - a. Two (2) bedrooms
  - b. A bathroom accessible from the common living area



- c. Combination washer dryer
- d. Combined kitchen, dining, living room area
- 3. Condominium Three is located on the ground floor and has:
  - a. Two (2) bedrooms with an adjoining bathroom
  - b. A half bathroom accessible from the common living area
  - c. Combination washer dryer
  - d. Combined kitchen, dining, living room area
  - e. One car garage

5.2 Contractor's Responsibilities for all residential settings. Contractor shall:

A. Maintaining Licensing and Billing.

- 1. Maintain a current, valid triennial or annual provider license from DBHDS. If the provider has an annual provider license, the provider must notify MHSADS, provide a narrative explanation for reasons of having an annual license and a corrective action plan for receiving a triennial license. The provider will need to provide updates about corrective action plan to MHSADS as requested.
- 2. Maintain a service license (other than provisional) from DBHDS to provide the contracted residential services.
- 3. Have the licensed number of beds equivalent to the number of bedrooms in each residence and provide the required staffing ratios for each residence.
- 4. Maintain applicable contracts with the Virginia Department of Medical Assistance Services (DMAS) for billing for residential level of support for Virginia Medicaid recipients.
- 5. Maintain Compliance with Home and Community Based Service (HCBS) requirements including individual leases, HCBS rights forms, HCBS training and policies.
- 6. License home for services with all appropriate local, state, and federal regulatory boards for the agreed upon bed capacity. No changes to licensed bed capacity may be made without the prior written consent from the County.
- 7. Ensure compliance with applicable state and federal laws and regulations applicable to providing and billing for services.
- 8. Be responsible for billing Medicaid for services provided and payment received from Medicaid is accepted as payment in full for services. **Loudoun County is not responsible for payment of any services described herein.**

9. Possess, maintain, and implement policies and procedures indicating compliance with applicable licensing and Medicaid service requirements including but not limited to:
  - a. Service delivery;
  - b. Admission and discharge criteria;
  - c. Personnel requirements and training;
  - d. Incident reporting;
  - e. Human rights regulations;
  - f. Documentation.
  - g. Have the licensed number of beds equivalent to the number of bedrooms in each residence and indicate the staffing ratios for each residence. Documentation evidencing such must be included in Offeror's proposal submission.

B. Personnel

1. Employ and provide personnel who possess training, skills, and abilities which meet all requirements of DBHDS, DMAS, and applicable licensing including Medicaid requirements for providing and billing for contracted level of residential service.
2. Ensure that personnel receive all required training required by applicable licensing and Medicaid requirements during the term of this agreement including all options exercised.
3. Provide on-going supervision, training, and support to personnel to ensure compliance with licensing, Medicaid, and contract requirements and as needed or requested by MHSADS.
4. Maintain personnel files with documentation that conveys compliance with applicable licensing and Medicaid requirements.
5. Provide training to staff on equity, diversity and person-centered approach.

C. Service Delivery

1. Be in compliance with DBHDS' Home and Community Based Service (HCBS) requirements including individual leases, HCBS rights forms, HCBS training and policies.
2. Provide the defined level of residential service at the contracted site and admit only those who meet qualifications for services.

3. Provide services which meet applicable licensing and Medicaid service delivery requirements.
4. Complete and maintain health records which meet applicable licensing, Medicaid and Health Insurance Portability and Accountability Act (HIPAA) standards and regulations including but not limited to include the following:
  - a. Creation and implementation of assessments;
  - b. Service plans;
  - c. Service notes;
  - d. Crisis planning;
  - e. Discharge planning;
  - f. Medication Administration;
  - g. Enter into and complete the attached Business Associate Agreement (BAA) (Attachment I) with the County.
5. Provide residential services and treatment planning which are structured to support individuals in maintaining and/or increasing their ability to live and work in their communities, including but not limited to:
  - a. Medication administration and monitoring;
  - b. Support with activities of daily living;
  - c. Money management;
  - d. Meal preparation and planning;
  - e. Behavior plan implementation;
  - f. Transportation;
  - g. Making and keeping medical appointments.
6. Ensure, collaborate, and coordinate services and treatment planning with individual, legal guardians, MHSADS Support Coordinator, other interdisciplinary service providers or health professionals, as applicable, in the development of goals.
7. Provide furnishings, equipment (excluding major home appliances), supplies, and items needed to provide licensed service in the home(s), including, but not limited to:
  - a. Furnishing for common area;
  - b. Bedroom furniture;
  - c. Office furniture;
  - d. Computers;

- e. Telephone and services;
  - f. Televisions (to include cable);
  - g. Technology (wifi access);
  - h. Food to meet individuals' nutritional needs;
  - i. Emergency food and supplies needed in accordance with DBHDS licensing and Medicaid requirements;
  - j. Medication administration supplies;
  - k. Housewares and cooking supplies.
8. The Contractor's staff must provide person centered treatment services that include cultural and linguistic competencies that are effective, equitable, understandable, respectful and are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs for the diverse groups. This will include the following requirements:
- a. Recruit, promote, and support a culturally and linguistically diverse leadership and workforce that are responsive to the population in the service area.
  - b. Educate and train leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis. The County, upon request, may review such policies and practices.
  - c. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, to facilitate timely access to all health care and services.
  - d. Provide easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.
  - e. Establish culturally and linguistically appropriate goals, policies, and management accountability, and infuse them throughout the organization's planning and operations.

**D. Home and Property Safety**

- 1. Immediately submit maintenance requests to Loudoun County in accordance with the reporting expectations outlined on the following page:

<b>Maintenance Category</b>	<b>Definition</b>	<b>Reporting Expectations</b>
Health & Safety/Emergency	A maintenance issue that must be addressed immediately in order to protect health or safety or prevent further damage to County property. Examples include power or water outages, no heat/AC, and leaking pipes.	Monday-Friday, from 7:30 AM to 3:30 PM: Send an email to the MHSADS Facilities Manager and Contract Administrator.  All other hours and Holidays: Contact the Emergency Helpline at 703-737-8181. Then follow up with an email to the MHSADS Facilities Manager and Contract Administrator.
Significant Service Disruption	A maintenance issue that must be prioritized to minimize disruption of service delivery. Examples include a major home appliance not working or toilet/shower issue.	Monday-Friday, from 7:30 AM to 3:30 PM: Send an email to the MHSADS Facilities Manager and Contract Administrator.  All other hours and Holidays: Contact the Emergency Helpline at 703-737-8181. Then follow up with an email to the MHSADS Facilities Manager and Contract Administrator.
General Maintenance	All other basic operational and facility maintenance requests that do not create a health/safety issue, further damage county property or significantly impede service delivery. Examples would include the installation of blinds, replacing a key or patching a wall.	Send an email to the MHSADS Facilities Manager and Contract Administrator.

2. Conduct monthly inspections as part of submitting Residential Monthly Report (Attachment 2) and submit to the MHSADS Contract Administrator by the 10<sup>th</sup> of each month.
3. Remove and properly dispose of all broken, old and discarded items and trash (excluding major home appliances) to maintain a safe, sanitary and home like environment.
4. Practice energy conservation and turn off lights in unoccupied staff areas.
5. Provide all routine and special housekeeping to maintain a clean and safe environment.
6. Follow community and Home Owner Association (HOA) guidelines and expectations including but not limited to, parking, trash pickup, outdoor displays, and home and grounds upkeep.

7. Be responsible for maintenance and necessary replacement of smoke detectors and fire extinguishers for each floor of the house and garage.
  8. Contractor may use its own contractor for maintenance/repairs not covered or managed by MHSADS provided the maintenance/repairs requests are reviewed and approved in advance by MHSADS and performed in accordance with the County's processes.
- E. Business Practices and Communication
1. Demonstrate ability to securely exchange information, including emails with MHSADS Contract Administrator.
  2. Sign and adhere to the Loudoun County Business Associates Agreement with MHSADS (Attachment 1).
  3. Attend Contract related meetings as requested by MHSADS Contract Administrator.
  4. Submit Residential Monthly Report (Attachment 2) to the MHSADS Contract Administrator by the tenth (10<sup>th</sup>) of each month.
  5. Submit an annual proposed operating budget in accordance with guidelines provided by the MHSADS Contract Administrator.
  6. Submit reports as requested by the MHSADS Contract Administrator to confirm compliance with Contract terms.
  7. Revise and/or correct documentation in response to feedback and recommendations received from MHSADS Contract Administrator. Resubmit documentation as requested within timelines requested by MHSADS Contract Administrator.
- F. Participate in annual Individual Service Plan (ISP) meetings, Quarterly Review of Service meetings and other treatment planning meetings with the individuals' MHSADS interdisciplinary team as requested.
- G. Collaborate and coordinate services and treatment planning with MHSADS Support Coordinator and interdisciplinary service providers or health, as applicable, in the development of goals.
- H. The Contractor shall be responsible for all activities related to transitioning the services at the inception and termination of this Contract, including but is not limited to grace periods for these services.
- I. Participate in a Kickoff Meeting with the MHSADS representatives upon award of the Contract.

### 5.3 County's Responsibilities:

- A. Make periodic on-site Inspections to ensure maintenance of home and property. NOTE: Loudoun County may inspect the home and property at any time and without any prior notice.
- B. Provide maintenance and cost of electricity and/or gas, water and sewer services, except for excessive usage.
- C. Maintain operational efficiency of locks on all exterior doors, windows, and privacy locks on bathroom and bedroom doors.
- D. Repair and maintenance of the major components of the home/property. including, but are not limited to:
  - 1. Roof
  - 2. Foundation
  - 3. Heat pumps
  - 4. Air Conditioning units
  - 5. Septic systems
  - 6. Wells
  - 7. Life/safety systems
  - 8. Windows
  - 9. Major electrical
  - 10. Plumbing repairs
  - 11. Pavement

Such repair and maintenance shall be made unless damage is caused by the Contractor or occupants. In this event, the Contractor shall be responsible for making the repairs to the satisfaction of the County.

- E. Provide a scheduled preventative maintenance for major components identified in Item D. above, to ensure the structures of the facilities are kept in accordance to acceptance health and structure codes.
- F. Be responsible for major appliances including refrigerator, stove, oven, washer, dryer, dishwasher, and disposal including the removal of discarded or replaced appliances.
- G. Provide scheduled preventative maintenance for major appliances.
- H. Be responsible for landscaping, snow and ice removal activities.
- I. Provide new carpet and vinyl tile every five (5) years. Should carpet and vinyl tile be required to be replaced on a more frequent schedule, the Contractor shall be responsible.

- J. Paint the interior and exterior of the homes.
- K. Be responsible for approving and overseeing all structure and maintenance repairs or modifications.

## 6.0 TERMS AND CONDITIONS

The Agreement for Service ("Agreement") with the successful Offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions Offeror takes exception to or seeks to amend or replace as well as to provide Offeror's additional or alternate Agreement terms may result in rejection of the proposal. **While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (\*) are mandatory and non-negotiable.**

### 6.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the MHDADS County Contract Manager. Any change to the Contract must be approved in writing by the Division of Procurement and the Contractor.

### 6.2 Term

The Agreement shall cover the period from February 15, 2022, through February 14, 2023 or an equivalent period depending upon date of award.

This Agreement may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to five (5) additional one (1) year periods.

### 6.3 Delays and Delivery Failures

Time is of the essence. The Contractor must keep the County advised at all times of status of parties' Agreement. If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. Should the Contractor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Contractor fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Contractor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.



#### 6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Agreement or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

#### 6.5 Payment of Taxes

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Agreement or Agreement renewal.

#### 6.6 Insurance

- A. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Agreement.
- B. The Contractor and all subcontractors shall, during the continuance of all work under the Agreement provide the following:
  - 1. Workers' compensation and Employer's Liability to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - 2. Comprehensive General Liability insurance to protect the Contractor, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
  - 3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor.

C. The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	\$100,000
2. General Liability:

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations:	\$2,000,000
aggregate	
Fire Damage Legal Liability:	\$100,000

**GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis**
3. Automobile Liability:

Combined Single Limit:	\$1,000,000
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D. The following provisions shall be agreed to by the Contractor:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

  - a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Contractor's work under this Contract, or
  - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this

Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Contractor must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Contractor will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4.
  - a. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
  - b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5.
  - a. The Contractor will provide an electronic signed Certificate of Insurance and such endorsements as prescribed herein.
  - b. The Contractor will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.
  - c. Any certificates provided shall indicate the Contract name and number.
6. The County, its officers and employees shall be Endorsed to the Contractor's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Contractor with the foregoing requirements as to carrying insurance shall not relieve the Contractor of their liabilities provisions of the Contract.

- E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- F. The Contractor is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- G. If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- H. The Contractor agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

6.7 Hold Harmless

The Contractor shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees, officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Agreement. The County is prohibited from indemnifying Contractor and/or any other third parties.

6.8 Safety

All Contractors and subcontractors performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

6.9 Payment

Contractor is responsible for billing DMAS for services provided and payment received from DMAS is accepted as payment in full for services. Loudoun County is not responsible for payment of any services described herein.

6.10 Notice of Required Disability Legislation Compliance \*

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

#### 6.11 Ethics in Public Contracting \*

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

#### 6.12 Employment Discrimination by Contractors Prohibited \*

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.

2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### 6.13 Drug-free Workplace \*

Every Contract over \$10,000 shall include the following provision:

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

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

#### 6.14 Faith-Based Organizations \*

The County does not discriminate against faith-based organizations.

#### 6.15 Immigration Reform and Control Act of 1986 \*

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.16 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

6.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Contractor employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Agreement requirements.

The Contractor will have all employees working at County sites have photo identification (frontal face). This identification must be prominently displayed at all times. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from County service who is convicted of a felony during his or her employment.

6.18 Exemption from Taxes \*

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

6.19 Payments to Subcontractors \*

Within seven (7) days after receipt of amounts paid by the DMAS to Contractor for work performed by a subcontractor under this Agreement, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from DMAS attributable to the work performed by the subcontractor under this Agreement; or
- B. Notify DMAS, County and subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County or DMAS.

#### 6.20 Assignment \*

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Contractor are personal and may be performed only by the Contractor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

#### 6.21 Termination

Subject to the provisions below, the Agreement may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Agreement may be extended upon written approval of the County until said work or services are completed and accepted.

##### A. Termination for Convenience

The County may terminate this Agreement for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

##### B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.



6.22 Contractual Disputes \*

The County is not the payor under this Contract and will not consider claims for monetary relief.

6.23 Severability \*

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.24 Governing Law/Forum \*

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Contractor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.25 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO CONTRACTOR:**

TBD

**TO COUNTY:**

(option (a) or (b))

County of Loudoun, Virginia  
1 Harrison Street, SE, 4<sup>th</sup> Floor  
Leesburg, VA 20175  
Attn: Kathleen R. Armstrong

(option (c))

County of Loudoun, Virginia  
Division of Procurement  
P.O. Box 7000  
Leesburg, VA 20177  
Attn: Kathleen R. Armstrong

Notice is deemed to have been received: (i) on the date of delivery if delivered in person; (ii) on the first business day after the date of delivery if sent by same day or overnight courier service; or (iii) on the third business day after the date of mailing, if sent by certified or registered United States Mail, return receipt requested, postage and charges prepaid.

Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

6.26 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

6.27 Authority to Transact Business in Virginia \*

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 *et seq.* 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 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.28 No Smoking

Smoking in all County buildings and County homes are prohibited. The County may designate a smoking area outside County facilities. Contractor shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Contractor shall inquire of the MHSADS Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of Contractor employees and possible Contract termination.

6.29 Background Checks

The Contractor shall obtain criminal history and central registry background investigations for identified personnel as required by Virginia Code §37.2-416, <http://law.lis.virginia.gov/vacode/37.2-416/> and submit Child Protective Services reference checks and proof of criminal history checks to contract administrator prior to personnel providing services under the contract. Contractor shall obtain and ensure completion of Office of Inspector General's List of Excluded Individuals/Entities reports as required by

DMAS. Contractor shall only employ personnel who satisfy all required checks and screenings. The Contractor should have enough qualified people with current background checks so as to be able to provide a replacement within twenty-four (24) hours. It is recommended that the Contractor keep on file with the MHSADS Contract Administrator a list of staff persons who may be providing the contracted services. No one with a felony conviction may be employed under this Agreement. The Contractor MUST remove any employee from the contracted service who is convicted of a felony during his or her employment. After initial background checks have been made, they must be done annually. Failure to obtain background checks as specified can result in termination of the Agreement.

#### 6.30 Confidentiality

##### A. Contractor Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing

laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Contractor during the performance of this Agreement may also contain confidential or proprietary information. Contractor acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its subcontractors or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that

event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Contractor has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.35 HIPAA

The Contractor hereby certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 [HIPAA] (Public Law 104-191) Privacy Rule. The Contractor agrees that upon termination of this Agreement, it will return or destroy all protected health information (PHI) received from County. If return or destruction is not possible, Contractor will extend the protection of the Agreement to the information and limit further uses and disclosures that make the return or destruction impossible. The Contractor also agrees to use reasonable administrative, technical and physical safeguards to ensure the integrity and confidentiality of all PHI that it receives or possesses from the County and that it will protect the health information against reasonable anticipated threats or hazards to the security or integrity of the information and unauthorized uses or disclosures of the information. The Contractor shall be obligated by this Agreement to advise the County within forty-eight (48) hours of occurrence of any HIPAA Privacy Rule violations.

In the event the County becomes aware of a HIPAA violation, the County will take reasonable steps up to and including termination of this Agreement to ensure that the Contractor ends the violation. Failure to end the violation will result in County notification of the federal, state and local authorities.

6.36 Service Quality

The authorized services shall be provided at or above the quality level in effect at the time of the commencement of this Agreement. The Contractor shall permit representatives authorized by the County to conduct service and facility reviews in order to assess service quality. Such reviews may include, but are not limited to, meeting with clients, review of service records, review of service policy and procedural issues, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in

providing services. Such reviews may occur as often as deemed necessary by the County and may be conducted without notice. The Contractor shall have in place a quality improvement system.

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

6.37 Changes in Service

Substantial changes, whether actual or anticipated, in the proposed delivery of services subsequent to the commencement of this Agreement (including, but not limited to, changes in service quality, key personnel, ability to vend specified volumes of services, or compliance with applicable state and/or federal standards) shall be reported in writing to the County as early as possible but no later than five (5) calendar days prior to the changes being implemented.

6.38 Regulatory Visits

The Contractor will notify the County, in writing, within ten (10) calendar days of the results of any and all visits from regulatory authorities, including but not limited to the Department of Behavioral Health and Developmental Services (DBHDS) Medicaid Program quality assurance personnel, Virginia Department of Health, and the Loudoun County Fire Marshal. Likewise, copies of the resulting reports, including any citations or notices of violations received, and corrective action plans for all services and programs operated by the Contractor, will be fully disclosed and provided to the Loudoun County Developmental Services Division, irrespective of whether the services or programs pertain to this Agreement or to other services or programs operated by the Contractor. Accordingly, if the results of any such federal, state, or local visit impede, enjoin, or otherwise prevent the Contractor from operating or maintaining an authorized service or program, the Contractor will notify the County within one (1) business day.

6.39 Emergency Preparedness

The Contractor shall have a written emergency preparedness plan. This plan shall address responses to natural disasters, as well as fire and other emergencies that disrupt the normal course of operations. This plan shall be made available for implementation by all staff members and shall include provisions for evacuating and relocating clients and staff. The Contractor shall, as part of its emergency preparedness plan, include procedures on contacting the County in a timely manner with information on the condition and location of the County's clients and on the status and condition of the Contractor's facility. A written copy of this plan shall be made available to the County upon request

#### 6.40 Human Rights Violations

The Contractor will notify the County within twenty-four (24) hours of any allegation that the Contractor or its agents have violated client human rights, to include but not limited to, suspected abuse or neglect.

#### 6.41 Reports

The Contractor shall immediately submit written reports to the County indicating significant deviations from anticipated client progress as agreed by the Contractor and the County. The Contractor shall submit to the County a written Individual Service Plan and progress report regarding the client at least quarterly or at other interval specified by the County and upon termination of service to the client. Said plan and report shall include at least the following information: short and long term goals, anticipated time to achieve goals, prognosis, medications administered, progress or lack of progress of client and reasons, significant incidents or accidents and any past or planned special events. If the Contractor fails to provide any written treatment plan and progress report in a timely manner, the County may withhold payment of Contractor invoices until such materials are received. Evaluation reports must be completed in a format agreed to by the County and sent to the County's authorized representative by the date specified on the Purchase of Services Order.

#### 6.42 Critical Incident Reporting

The Contractor shall report the death of a client, serious injury to a client, serious injury to others caused by the client, and peer to peer incidents (incidents between clients) to the County within twenty-four (24) hours of occurrence. The telephone number during normal business hours is (703) 777-0377. After hours, holiday and weekend notification is to be made by calling (703) 777-0184. The report shall include, but not be limited to (a) the date and place of the death or serious injury, (b) whether the death or serious injury was expected or unexpected, (c) the nature of injuries and the treatment required, and (d) the circumstances of the death or serious injury (e.g., as a result of suspected or confirmed abuse, neglect, or exploitation, suicide or homicide). A written Incident, Serious Injury, or Peer to Peer report shall be submitted to the County at (703) 771-5367, within twenty-four (24) hours of the occurrence.

#### 6.43 Certification Regarding Salary: Substance Abuse Prevention & Treatment Block Grant

If the Contractor is receiving a SAPT Block Grant in whole or in part, Contractor agrees to complete and sign the County's authorized certification in the form.

#### 6.44 Records Maintenance

The Contractor and any of its subcontractors shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable federal, state, and city requirements

for either five (5) years after final payment or until audited by the Commonwealth of Virginia, whichever comes first.

6.45 Use of Seclusion/Restraints

The Contractor may not seclude any client sponsored by the County. Seclusion is defined as the involuntary placement of an individual receiving services alone in a locked room or secured area from which he is physically prevented from leaving. In addition, Contractor must report to the County any incidents where a County sponsored client has been restrained. Restraint is defined as the use of an approved mechanical device, physical intervention or hands-on hold, or pharmacological agent, to involuntarily prevent a client receiving services from moving his/her body to engage in a behavior that places him or others at risk. The term also includes restraints used for behavioral, medical or protective purposes. The Contractor shall submit a written monthly report of any episodes of restraint by the 5th of the month for the preceding month.

6.46 Protective Services Information

In the event the Contractor or any of its employees are named in the Child or Adult Protective Services Central Registry, the Contractor agrees to notify the County within twenty-four (24) hours of having knowledge of such information. In the event of allegations of abuse, neglect, and exploitation, the County shall be notified in writing within twenty-four (24) hours of what steps were taken to protect the client(s). The County shall be notified within forty-eight (48) hours of the results of any founded allegations and the steps taken to resolve those allegations.

## 7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

Offerors may choose submit a proposal for one or both residential settings as categorized below. However, the proposal must clearly delineated which of the settings is being offered in the proposal.

- *Developmental Disability Group Homes*
- *Developmental Disability Supported/Supervised Living Homes*

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below for each proposal in each category.

- 7.1. Demonstrated ability to meet or exceed minimum qualifications per Section 4.0. (30 Points)
- 7.2. Demonstrated ability to meet or exceed all applicable requirements per Section 5.0 Scope of Services (30 points)
- 7.3. Triennial Provider License (5 points)
- 7.4. References (see Section 9.9) that show experience in providing similar services (10 points)



- 7.5 Cost of services in Attachment 3 format (20 points)
- 7.6. Compliance with Contract Terms and Conditions contained in Section 6.0 (5 points)

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked Offeror s, usually the top two (2) or three (3) depending upon the number of proposals received. Negotiations shall be conducted with Offeror s so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

## 8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offerors shall address each of the specific evaluation criteria listed below, in the following order. Failure to include any of the requested information may be cause for the proposal to be considered nonresponsive and rejected.

The Offeror must submit a **Technical and Cost Proposal** for each of the residential settings of their interest as provided below. The Technical and Cost Proposals may be combined in one binder or combined by use of a securely bound method provided a divider is used to separate the Technical Proposal from the Cost Proposal.

- *Developmental Disability Group Homes*
- *Developmental Disability Supervised Living Homes*

Proposals must contain the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

8.1 The Statement of Qualifications must include the following:

- A. Name of firm submitting proposal
  - 1. Main office address
  - 2. Date organized
  - 3. Type of business
  - 4. If a corporation, when and where incorporated
- B. Organizational and Staff Experience: Offerors must describe their qualifications and experience to perform the work described in this Request for Proposal Sections 4.0 Offeror's Minimum Qualifications and 5.0 Scope of Services. Information about experience should include direct experience with the specific subject matter.
- C. Personnel: Identify full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on this project.

1. Information is required which will show the composition of the task or work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this work.
  2. The technical areas, character and extent of participation by any subcontractor or consultant activity must be indicated and the anticipated sources will be identified.
  3. The personnel named in the Technical Proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County Purchasing Agent.
- D. Resumes: The Offeror shall provide resumes of operations and clinical managers that include education, background, recent relevant experience with the subject matter of the project are required. Additionally, provide job descriptions that specify qualifications of those servicing in all other positions. Current e-mail addresses and telephone numbers must be included.
- E. Staffing Plan: The Offeror shall provide a plan which describes the Offeror's proposed staff distribution to accomplish this work. In addition, the Offeror shall provide the staffing ratios for required number of licensed beds that would be operated in each home. The staffing plan should indicate a chart that partitions the time commitment of each professional staff member across the proposed tasks and a timeline for the project.
- It is mandatory that this section identify the key personnel who are to work on the project, their relationship to be contracting organization, and amount of time to be devoted to the project. This includes consultants as well as regular employees of the offeror, if relevant.
- F. Contract with DMAS. Offeror shall provide copies of it contracts with the Virginia Department of Medical Assistance Services (DMAS) for the billing of Supported/Supervised Living residential services and accept Medicaid Waiver payment.
- G. Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period. The most recent reporting period is the time period for which a company reports its financial performance and financial position whether quarterly or annually. It is the County's expectation to receive a quarterly balance sheet and income statement, if that is the most recent reporting period completed or an annual balance sheet and income statement, if that is the most recent reporting completed

8.2. Understanding of the scope and technical approach.

- A. Offeror's shall provide an explanation of technical approaches and a detailed outline of the proposed program for executing each of the requirements in Section 5.0 and achieving project objectives.

This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in Section 5.0 Scope of Services. This section should include detailed descriptions of activities that are to occur.

- B. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification, or understanding of the proposed approaches and program.
- C. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Special attention should be given to methodological issues as well as the program sustainability outside of County-assistance that will be encountered in such a project.
- D. Offeror may comment if deemed appropriate, on any aspect of the Request for Proposal, including suggestions on possible alternative approaches to the coverage, definition, development, and organization of the requirements presented in the Scope of Services Section, and may propose alternative approaches.
- E. Describe in detail a Transition Plan that your firm will put in place at the inception as well as upon termination of the contract. The plan must include a description of the phases or segments into which the proposed program can logically be divided and performed. This should include a timeline of implementation to receive referrals once contract is awarded.

8.3. Licenses and certifications: The Offeror shall provide copies of the licenses and certifications pursuant to Section 4.0 requirements.

8.4 References. The Offeror shall, in accordance with Section 9.9, provide a minimum of three references. Special notation must be made of similar or related programs performed and must include organization names, addresses, and name of contact persons, and telephone numbers for such reference.

8.5 Cost Proposal. Pursuant to subsection 4.1 A., 4.2, A., 5.2 A. 8., and 6.9, the County is not responsible for any payments to Contractor for services rendered, however, the County is requiring a cost proposal submission(s) that includes a detailed cost breakdown for services that will be incorporated into the resultant Agreement for Service. Please see Attachment 3 format for the cost submission.

- 8.6 Contract Terms and Conditions. State your firm's compliance with the Contract Terms and Conditions as listed in Section 6.0. Specifically list any deviations.

## 9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 9.1 Preparation and Submission of Proposals

- A. Before submitting a proposal, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the Contractual obligations.
- B. Pricing must be included on the Proposal Submission Form (Section 10.0.) and the detailed cost breakdown must be included in the proposal submission.
- C. All proposal must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the IFB as well as "Division of Procurement".
- D. All proposals shall be signed in ink, digitally, or electronically by the individual or authorized principals of the firm.
- E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposals.
- F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the cover of this RFP. The time can be verified by visiting <https://time.gov/> and selecting Eastern Time. Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals or using a private carrier shall allow for sufficient mail time to ensure receipt of their bids by the Division of Procurement by the time and date fixed for acceptance of the bids. *Do not rely on overnight delivery capabilities of private carriers to guarantee timely delivery of proposals.* Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered.
- G. Proposals must be submitted via one of the following options:
  - US Mail to:  
County of Loudoun, Virginia  
Division of Procurement  
PO Box 7000  
Leesburg, Virginia 20177-7000;
  - or
  - Hand delivered to:  
County of Loudoun, Virginia

Division of Procurement  
1 Harrison Street, S.E.,  
**1st Floor, Procurement Bids and Proposals Drop Box**  
Leesburg, Virginia 20175.

or

Private carrier (UPS/FedEx) to:

Loudoun County Procurement  
1 Harrison Street, S.E.,  
**ATTN: PROCUREMENT BIDS & PROPOSALS**  
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted.

Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow at least an additional twenty-four (24) hours in the delivery process to ensure bids are received on time.

**Due to restrictions surrounding the COVID-19 pandemic, public access to County facilities is extremely limited. The mailing of bids is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, VA 20175 ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.**

**ALL PROPSOALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. **Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.****

- H. Each firm shall submit one (1) original, 4 copies and *one electronic copy (in PDF format) on a USB flash drive* to the County's Division of Procurement as described herein.

## 9.2 Questions and Inquiries

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the RFP number, time and date of opening and the title of the RFP. Material questions will be answered in writing with an Addendum provided, however, that all questions are received *by noon December 15, 2021*. It is the responsibility of all offerors to ensure that they have received all Addendums

and to include signed copies with their proposal. Addendums can be downloaded from [www.loudoun.gov/procurement](http://www.loudoun.gov/procurement).

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.6 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.7 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The County may furnish these items if the County considers them reasonable, necessary, and available for the Contractor to complete his task.

9.8 Subcontractors

Offerors shall include a list of all subcontractors with their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors for good cause. If a subcontractor is rejected the offeror may replace that subcontractor with another subcontractor subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.9 References

All Offeror s shall include with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references shall be cause for rejection of proposal as non-responsible. Offeror hereby releases listed references from all claims and liability for damages that result from the information provided by the reference.

9.10 Use of Brand Names

Unless otherwise provided in a Request for Proposal, the name of a certain brand, make or manufacturer does not restrict Offeror s to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the RFP is descriptive -- NOT restrictive -- it is to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If offering on other than reference or specifications, proposal must show manufacturer, brand or trade name, catalog number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description must be submitted with proposal. Samples may be required. If Offeror makes no other offer and takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. Offerors must certify that item(s) offered meet and/or exceed specifications.

9.11 Late Proposals

LATE proposals will be returned to Offeror UNOPENED, if RFP number, acceptance date and Offeror 's return address is shown on the container.

9.12 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.13 Prohibition as Subcontractors

No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.14 Proposed Changes to Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to accept or reject any proposed change to the scope.

9.15 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the Offeror 's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. Selected contents of the proposal submitted by the successful Offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful Offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.16 Notice of Award

A Notice of Award will be posted on the County's web site ([www.loudoun.gov](http://www.loudoun.gov)) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

9.17 Protest



Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Budget.

9.18 Debarment

By submitting a proposal, the Offeror is certifying that Offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.19 Proof of Authority to Transact Business in Virginia

An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the Offeror is not required to be so authorized. Any Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

9.20 Cooperative Procurement

As authorized in § 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the contractor.

9.21 W-9 Form Required

Each Offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.22 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the Offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

9.23 Legal Action

No Offeror or potential Offeror shall institute any legal action until all statutory requirements have been met.

9.24 Certification by Contractor as to Felony Convictions

No one with a felony conviction may be employed under this Contract and by the signature of its authorized official on the response to this Solicitation, the Contractor certifies that neither the contracting official nor any of the Contractor's employees, agents or subcontractors who will work under this Agreement have been convicted of a felony.



Loudoun County, Virginia

Division of Procurement  
1 Harrison Street, 4th Floor  
Leesburg, Virginia 20175

## OPERATION OF THE DEVELOPMENTAL DISABILITY GROUP HOMES AND SUPPORTED/SUPERVISED LIVING HOMES

### 10.0 PROPOSAL SUBMISSION FORMS

THE FIRM OF: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN \_\_\_\_\_

Hereby agrees to provide the requested services as defined in Request for Proposal No. RFQ 442782 for the total cost of:

**TOTAL PRICE FROM ATTACHMENT 3 \$** \_\_\_\_\_

***Please provide the detailed cost that comprise the Total Price stated above in the format provided in Attachment 3.***

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form (9.21):	_____
2. Certificate of Insurance:	_____
3. Addenda, if any (Informality):	_____

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non-responsible. It is the responsibility of the Offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

ITEM:	INCLUDED: (X)
1. Addenda, if any:	_____

2. Proof of Authority to Transact Business  
in Virginia Form (9.19): \_\_\_\_\_

For Each Technical and Cost Proposal:

1. Minimum Qualification Documentation per Section 4.0 \_\_\_\_\_  
2. Proposal Submission Format per Section 8.0 \_\_\_\_\_  
3. References 9.9 \_\_\_\_\_

Person to contact regarding this proposal: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of person authorized to bind the Firm (9.5): \_\_\_\_\_

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

*By signing and submitting a proposal, your firm acknowledges and agrees that it has  
read and understands the RFP documents.*



## Loudoun County, Virginia

[www.loudoun.gov/procurement](http://www.loudoun.gov/procurement)

Department of Finance and Budget

Division of Procurement

P.O. Box 7000, Leesburg, VA 20177

### PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

**THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL**

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. **PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.**

A. \_\_\_\_\_ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

B. \_\_\_\_\_ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is \_\_\_\_\_.

C. \_\_\_\_\_ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.**

\_\_\_\_\_  
Legal Name of Company (as listed on W-9)

\_\_\_\_\_  
Legal Name of Bidder/Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

### HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 442782

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other \_\_\_\_\_

### SERVICE RESPONSE CARD

RFQ 442782

Date of Service: \_\_\_\_\_

#### How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ (day) \_\_\_\_\_ evening

**Please return completed form to: Patty Cogle • Procurement •  
PO Box 7000 • Leesburg, VA 20177**

## **Cooperative Rider Clause**

The Mid-Atlantic Purchasing Team (MAPT) is the agreement between the Metropolitan Washington Council of Governments ("MWCOCG") and the Baltimore Metropolitan Council ("BMC") to aggregate the public entity and non-profit purchasing volumes in the Maryland, Virginia and Washington, D.C. region ("region").

### **Format**

A lead agency format is used to accomplish this work. The Lead Agency in this procurement has included this MAPT Cooperative Rider Clause in this solicitation indicating its willingness to allow other public entities to participate pursuant to the following Terms and Conditions:

#### **1. Terms**

- 1.1 Participating entities, through their use of the Cooperative Rider Clause, agree to the terms and conditions of the resulting contract to the extent that they can be reasonably applied to the participating entity.
- 1.2 Participating entities may also negotiate additional terms and conditions specific to their local requirements upon mutual agreement between the parties.

#### **2. Other Conditions - Contract and Reporting**

- 2.1. The contract resulting from this solicitation shall be governed by and "construed in accordance with the laws of the State/jurisdiction in which the participating entity officially is located;
- 2.2. To provide to MWCOCG and/or BMC contract usage reporting information, including but not limited to quantity, unit pricing and total volume of sales by entity, as well reporting other participating entities added on the contract, on demand and without further approval of contract participants;
- 2.3. Contract obligations rest solely with the participating entities only;
- 2.4. Significant changes in total contract value may result in further negotiations of contract pricing with the lead agency and participating entities.

In pricing and other conditions, vendors are urged to consider the broad reach and appeal of MAPT with public and non-profit entities in this region.

A list of the participating members of the Mid-Atlantic Purchasing Team can be found at the following web links [www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/](http://www.mwcog.org/purchasing-and-bids/cooperative-purchasing/member-links/) and <http://www.baltometro.org/our-work/cooperative-purchasing/brcpc-representatives>

**ATTACHMENT I**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**





## COUNTY OF LOUDOUN, VIRGINIA HIPAA BUSINESS ASSOCIATE AGREEMENT

This **BUSINESS ASSOCIATE AGREEMENT** (the “BA Agreement”) is made as of the (**Enter day**\_\_\_\_\_) of (**Enter month, year**\_\_\_\_\_) by and between the **County of Loudoun, Virginia** (herein referred to as “Covered Entity” or “County”) and (**Enter Entity name**\_\_\_\_\_) (herein referred to as “Business Associate”) and is hereby incorporated into and is subject to the Agreement for Services (the herein referred to as “Agreement for Services”) between the parties with an effective date of \_\_\_\_\_.

The County is a single legal entity that is a “Covered Entity” and has designated itself as a “Hybrid Entity” with the **Department of Mental Health, Substance Abuse and Developmental Services** as a **health care component** within the County’s Hybrid Entity.

The HIPAA Rules require that the County and a Business Associate enter into a BA Agreement that contains specific requirements relating to the use or disclosure and of protected health information by the Business Associate. This BA Agreement is intended to ensure that the Business Associate will establish and implement appropriate and reasonable safeguards for protected health information pursuant to the requirements of the HIPAA Rules and any other law or regulation related to protected health information. Except as otherwise limited in this BA Agreement, the Business Associate may use or disclose protected health information to perform for, or on behalf of, the County the functions provided herein so long as such use or disclosure would not violate the HIPAA rules if done so by the County.

### **1. Definitions:**

The following terms in this BA Agreement shall have the same meaning as the terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

As used in this BA Agreement, the terms below will have the following meanings:

**Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR §160.103. For purposes of this BA Agreement, the “Business Associate” will be the entity with which the County is entering into this BA Agreement.

**Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR §160.103. For purposes of this BA Agreement, the “Covered Entity” is the County.

**Electronic Health Record (EHR).** Electronic Health Record means the digital version of the individuals served paper chart.

**HIPAA Rules.** “HIPAA Rules” mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

**2. Obligations and Activities of Business Associate:**

- (a) Business Associate agrees to not use or disclose protected health information other than as permitted or required by this BA Agreement or as required by law.
- (b) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.
- (c) Business Associate agrees to provide HIPAA training to employees and subcontractors on applicable policies and procedures and HIPAA requirements and provide documentation upon request:
  - i. Business Associate’s HIPAA Policies and Procedures (including policies regarding transmitting and transporting PHI).
  - ii. Documentation which indicates each of the agency’s employees and subcontractors working with Loudoun County Protected Health Information have been trained on applicable policies and procedures.
- (d) Business Associate agrees to provide the County with documentation as requested reflecting the Business Associates’ and its subcontractors’ compliance with and enforcement of HIPAA. The documentation requested may include but is not limited to policies and procedures, trainings, audits and breach investigations. When the County makes a request of this documentation, the Business Associate agrees to provide the documentation within 5 business days.
- (e) Business Associate agrees to provide the County with the name and contact information for the business associates’ and its subcontractors’ Privacy and Security Officer(s). Further, business associate agrees to provide the County a 24 hour emergency contact.
- (f) Business Associate agree to ensure completion of it or its subcontractor’s agents of any needed training or HIPAA policy updates within 30 days of the county requesting trainings and/or policy updates.
- (g) Business Associate agrees to comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent the use or disclosure of protected health information other than as provided for in this BA Agreement or as required by law.

- (h) Business Associate agrees to report to the County within 5 calendar days any use or disclosure not provided for by this BA Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR §164.410, and any security incident which involves protected health information of which it becomes aware. Notification shall be in writing and submitted to the County Contract Manager. The notification must include as much of the following information as is known:
- i. Date of Potential Breach
  - ii. Date of Potential Breach discovery
  - iii. Number of individuals whose PHI may have been involved.
  - iv. Names of individuals whose PHI may have been involved.
  - v. To whom the information was disclosed.
  - vi. Circumstances of the potential breach (how the information was disclosed?)
  - vii. Any Mitigating actions taken to protect the information
  - viii. Name, Position and Contact information of primary contact for investigation
- (i) Business Associate agrees to provide the County with the identity of each individual whose unsecured protected health information has been, or is reasonably believed to have been, breached within 10 calendar days of the discovery of a potential breach. Business Associate agrees to provide other available information that the County needs in order for the County to provide notification to individuals affected by the breach, the Health and Human Services Office of Human Rights and, if required by law, the media.
- (j) Business Associate agrees to mitigate, to the extent commercially practicable and as required by law, any harmful effect that is known to Business Associate of a use or disclosure of protected health information by the Business Associate in violation of the requirements of this BA Agreement.
- (k) Business Associate agrees to ensure, in accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), that any agent including subcontractors that create, receive, maintain, or transmit protected health information behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (l) Business Associate agrees than any agent including subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate shall preform such practices in areas wherein HIPAA is enforced. (Not out of US and its territories)
- (m) Business Associate agrees to forward an individual or individual's designee's request to access information in the designated record set to the County within 5 calendar days as necessary to satisfy the County's obligations under 45 CFR §164.524 and, if applicable, VA Code 32.1 -127.1:03(D)(1).
- (n) Business Associate agrees to make any amendment(s) to protected health information in a designated record set as directed by the County in order to satisfy the County's obligations pursuant to 45 CFR §164.526. Business Associate agrees to forward an individual or

individual's designee's request to amend information in a designated record set to the County within 5 calendar days.

- (o) Business Associate agrees to document and maintain all information required to provide an accounting of disclosures to an individual or individual's designee as necessary to satisfy the County's obligations under 45 CFR §164.528. Business Associate agrees to provide such accounting of disclosures to the County within 30 calendar days of the request.
- (p) Business Associate agrees to comply with the requirements set out in Subpart E of 45 CFR Part 164 if Business Associate is performing a function for the County for which compliance with Subpart E is required.
- (q) Should the US Department of Health and Human Services request information in the possession of the Business Associate, the Business Associate shall make such information available to the County or directly to the US Department of Health and Human Services as indicated in the request.

**3. Permitted Uses and Disclosures by Business Associate:**

Business Associate may only use or disclose protected health information as necessary to perform the following functions, activities, or services for, or on behalf of, the County **for the Operation of the Developmental Disability Group Homes and Supported Living Services.**

- (a) provided that such use or disclosure does not violate the HIPAA Rules if done so by the County.
- (b) Business Associate may use or disclose protected health information as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for protected health information subject to the following minimum necessary requirements:
  - i. Only use or disclose the minimum amount of protected health information that is necessary to perform a function, activity, or service for, or on behalf of, the County; and
  - ii. Only allow employees of the Business Associate access to protected health information if such access is necessary to perform a function, activity, or service for, or on behalf of, the County.
- (d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by the County except for the specific uses and disclosures set forth in (e) below.
- (e) Business Associate may use protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provide that such use or disclosure is required or permitted by law.

- (f) If the obligations of the Business Associate under this BA Agreement require data aggregation services, the Business Associate may provide such services.

**4. Term:**

- (a) Term: This BA Agreement shall be effective as of \_\_\_\_\_ and shall terminate as of the termination of the Agreement for Services or on the date the County terminates for cause provided herein, whichever is earlier.

**5. Termination:**

- (a) Termination for Cause: If the County determines that Business Associate has violated a material term of this BA Agreement then the County shall, at the County's discretion, either i) provide an opportunity for Business Associate to cure the violation, or ii) terminate this BA Agreement.

- (b) Obligation of Business Associate Upon Termination:

- a. Upon termination of this BA Agreement for any reason, Business Associate, with respect to protected health information received from the County, or created, maintained, or received by Business Associate on behalf of the County, shall:

- (a) Retain only that protected health information that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- (b) Return to the County the remaining protected health information;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided in this section, for as long as Business Associate retracts the protected health information;
- (d) Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at (e) under Permitted Uses and Disclosures by Business Associate which applied prior to termination; and
- (e) Return to the County the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

- (c) Survival: The obligations of Business Associate under this section shall survive the termination of this BA Agreement.

**6. Miscellaneous:**

- (a) Regulatory References: The parties agree to be bound by those provisions of the HIPAA Rules specifically referenced as in effect or as amended.
- (b) Amendment: The Parties agree to take such action as is necessary to amend this BA Agreement from time to time as may be necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation.

(c) Interpretation: Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

Each party has caused this agreement to be executed on its behalf by its authorized representative as indicated below:

Business Associate:	County:
<b>Entity Name</b>	<b>Department of Mental Health, Substance Abuse and Developmental Services</b>
<b>Address</b>	<b>906-C Trailview Boulevard, S.E.</b>
<b>Address</b>	<b>Leesburg, VA 20175</b>
<b>Phone number</b>	<b>Phone Number</b>
<b>Contact name</b>	<b>Contact name</b>

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
[Insert Signature Authority Name]

Title: [Insert Title]\_\_\_\_\_

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
**Margaret Graham, Director MHSADS**

Title: Director of MHSADS\_\_\_\_\_

\*\*Original retained at the Procurement Office

Copy to **Department Mental Health, Substance Abuse and Developmental Services**

**ATTACHMENT 2**

**Residential Monthly Report**

**LOUDOUN COUNTY MENTAL HEALTH, SUBSTANCE ABUSE AND DEVELOPMENTAL SERVICES**

**Residential Monthly Report**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Report for \_\_\_\_ of \_\_\_\_  
Month Year

**Home Information**

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Home Phone: \_\_\_\_\_

**Vendor Information**

Vendor Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Contact Information**

House Manager: \_\_\_\_\_  
First Last

Cell \_\_\_\_\_ Work \_\_\_\_\_

Emergency Contact: \_\_\_\_\_  
First Last

Cell \_\_\_\_\_ Work \_\_\_\_\_

**Service Information**

Total Number of Individuals Served During Month	Total Bed Days of Service Provided	Admissions During Month	Discharges During Month



## Audit/Visit Information

Were there visits or audits of your organization by DBHDS, DMAS, VDH or other regulatory board this month?

☐ No ☐ Yes *If yes, please complete the following.*

Audit/Visit Entity	Date(s) of Visits	Reason for Audit/Visit	Audit/Visit Outcome
DBHDS			
DMAS			
Other _____			

## Staffing Information

Were there staffing or personnel changes during the month?

☐ No ☐ Yes *If yes, please complete the following.*

	Number	Position/Role
New Hire(s)		
Separations		

Physical Environment Review	Y/N	Comments
<b>General Safety</b>		
<input type="checkbox"/> House temperature: 68 – 72 degrees		
<input type="checkbox"/> Water runs in all faucets; temperature < 100 degrees		
<input type="checkbox"/> Electricity is working in all areas		
<input type="checkbox"/> Smoke detectors are operational		
<input type="checkbox"/> Locks: functional & secure		
<input type="checkbox"/> Outdoor lights operational		
<input type="checkbox"/> Windows: clean, functional & secure		
<input type="checkbox"/> Doors: clean, functional, secure		
<b>Interior</b>		
<input type="checkbox"/> Floors/Carpets clean and in good condition		
<input type="checkbox"/> Walls clean and in good condition		
<input type="checkbox"/> Shower/Bath are clean, not dripping & in good condition		
<input type="checkbox"/> Sinks are clean, not dripping & in good condition		

<input type="checkbox"/> Appliances (Refrigerator, Dishwasher, Garbage Disposal, Washer/Dryer) are functional & in good condition		
<b>Exterior</b>		
<input type="checkbox"/> Stairwells, Driveways & drains: free of debris		
<input type="checkbox"/> Garage: clean, free of clutter and in good condition		
<input type="checkbox"/> Decks/porches: clean & in good condition		
<input type="checkbox"/> Siding: clean & in good condition		
<input type="checkbox"/> Roof – as visible – clean & in good condition		
<input type="checkbox"/> No potential hazards: fallen branches, etc.		

**Work orders must be submitted for any areas needing repair or maintenance**

*By signing below, I am indicating that the information presented within is complete and accurate to the best of my knowledge.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Full Name of Individual Signing*

## **ATTACHMENT 3**

### **Cost of Services**

# ATTACHMENT 3

## Cost of Services

### Solicitation RFQ 442782

BLOCK 1. Direct Labor Costs			
A. Direct Labor Position	Hourly Rate	Hours/Year	Estimated Cost
	\$	\$	\$
			\$
			\$
			\$
			\$
			\$
			\$
B. Direct Labor Taxes, Benefits, Insurance	Rate	Base	Estimated Cost
Payroll Taxes			\$
Worker's Compensation Insurance			\$
Retirement Contributions			\$
Health Insurance			\$
			\$
Total Taxes, Benefits, Insurance			\$
BLOCK 1. Total Labor Costs (Sum BLOCK 1 A and B)			\$
BLOCK 2. Direct Operation Expenses			
A. Furnishings	Rate	Units	Estimated Cost
Bedroom Furniture		6	\$
Office Furniture			\$
Medical Office Furniture			\$
Conference Room Furniture			\$
Medical Office Furniture			\$
Replacement Furniture			\$
Other Furnishings			\$
Total Furnishings			\$
B. Food	Rate	Units	Estimated Cost
Groceries			\$
Kitchen Supplies			\$
Emergency Food Supply			\$
Snacks			\$
			\$
Total Food			\$

C. Service Supplies	Rate	Units	Estimated Cost
Medical Supplies			\$
Interpreter Services			\$
Therapy Supplies			\$
Activity Supplies			\$
Cell and telecom/video conference services			\$
Office Supplies			\$
Electronic Health Record System			\$
Hygiene Supplies			\$
Cleaning Supplies			\$
			\$
			\$
			\$
Total Service Supplies			\$
C. Transportation	Rate	Units	Estimated Cost
Vehicle payments/Rental Fees			\$
Insurance for vehicles (liability, accident)			\$
Gasoline Costs			\$
Annual Repairs and Maintenance			\$
			\$
Total Transportations			\$
C. Miscellaneous	Rate	Units	Estimated Cost
License/Permit Fees			\$
Professional/Malpractice Insurance			\$
Business/Property Insurance			\$
			\$
			\$
Total Miscellaneous			\$
BLOCK 2. Direct Operational Costs (Sum BLOCK 2 A, B and C)			\$
BLOCK 3. Annual Direct Cost			
BLOCK 3. Total Annual Direct Cost (Sum Blocks 1 and 2)			\$
BLOCK 4. Indirect Cost			
Indirect Costs	% Direct Costs	Total Direct Costs (Block 3 total)	Estimated Cost
			\$
BLOCK 5. Total Cost to Operate 6 Bed/Year			
BLOCK 5. Total Cost (Sum Blocks 3 and 4)			\$