



**Blue Ridge
Behavioral
Healthcare**

Hope Spoken Here

Blue Ridge Behavioral Healthcare Request for Proposals

ISSUE DATE: **July 1, 2026**

TITLE: Brandon Avenue Pharmacy and Pharmaceutical Services – RFP 2026
Pharmacy Services

ISSUING AGENCY: Blue Ridge Behavioral Healthcare
301 Elm Avenue SW
Roanoke, VA 24016-4001
Phone: 540-345-9841

LOCATION OF WORK: Roanoke, Virginia

PRE-PROPOSAL CONFERENCE: **Friday, August 7, 2026; 8:30AM**
3517 Brandon Avenue SW, Roanoke, VA 24018 – Front Entrance
Participation is optional.

PROPOSAL DUE DATE: **Friday, September 4, 2026; no later than 2:00PM local time**
It is the Offeror's responsibility to ensure sealed proposals are received by the date and time stated immediately above.
Any proposal received after the stated time and date will not be considered.

SUBMISSIONS: Proposals may be submitted electronically via email:
Email Subject Line: RFP #2026 Pharmacy Services Proposal
Email Address: lhbeatty@brbh.org and contracts@brbh.org
Proposals may be delivered in person, Monday to Friday, 8AM to 5PM:
Blue Ridge Behavioral Healthcare
ATTN: Letitia Hawkins-Beatty (RFP 2026 Pharmacy Services)
301 Elm Ave SW
Roanoke, VA 24016
Proposals may be mailed through USPS, FED-Ex, or UPS:
Blue Ridge Behavioral Healthcare
ATTN: Letitia Hawkins-Beatty (RFP 2026 Pharmacy Services)
301 Elm Ave SW
Roanoke, VA 24016

CONTRACT TERM: The initial and renewal terms of this award will be negotiated during the negotiation phase of the selected respondent.

INQUIRIES: From the date of issuance of this RFP, until the selection of a Contractor(s) is announced, all questions concerning any part of this RFP shall be

INQUIRIES CONTINUED...

directed **ONLY** to Letitia Hawkins-Beatty, Division Director Adult & Family Services. All inquiries must be made in writing and must be submitted electronically as indicated below. **No oral inquiries will be accepted.**

Offerors are responsible for inquiring about and clarifying any requirement of this RFP that is not understood.

All Inquiries must be submitted in writing to Letitia Hawkins-Beatty via email at lhbeatty@brbh.org with the subject line “RFP #2026 Pharmacy Services, On-site Pharmacy Services Questions.”

All inquiries must be received by **August 10, 2026, no later than 2:00PM**. No further inquiries will be accepted after this date.

Written answers will be provided by an addendum and posted to BRBH’s website. Offerors are responsible for ascertaining the existence of any addendum.

It is not permissible for an Offeror, or any entity working on behalf of an Offeror, to solicit information from any individual or government source other than from the official point of contact listed above. Any unauthorized solicitations for information are grounds for disqualification of Offeror’s proposal.

In compliance with this Request for Proposals (RFP) and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods and services in accordance with the attached submitted proposal or as mutually agreed upon by subsequent negotiation.

OFFEROR INFORMATION:

Name of Firm

Authorized Representative Name

Authorized Representative Signature

Authorized Representative Title

Date

Business Address: _____

Phone Number: _____

Email Address: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against an Offeror or Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1.0 PURPOSE

The purpose of this Request for Proposal (“RFP”) is to solicit proposals to establish a term contract with a qualified Health Care Agency, Medical Care Delivery Organization, Health Maintenance Organization, or other licensed Pharmaceutical Agency for the provision of an Onsite Pharmacy & Pharmaceutical Services (Prescription Medications) for the clients and employees of Blue Ridge Behavioral Healthcare (“BRBH”) Community Services Board at BRBH’s 3517 Brandon Avenue SW, Roanoke, Virginia 24018 location (“Brandon Avenue Facility”) in accordance with the terms and conditions of this RFP.

2.0 BACKGROUND

2.1 AGENCY HISTORY AND FACILITY OVERVIEW

BRBH (visit www.brbh.org) was established in 1969 as a multi-jurisdictional Community Services Board responsible for providing a comprehensive system of quality treatment and support for mental health, intellectual/developmental disabilities and/or substance use disorders, as well as monitoring and evaluating services to ensure their cost effectiveness and applicability to citizen needs.

BRBH currently administers 40 programs and employs approximately 400 staff with state and local governments, federal agencies, and client fees providing funding for services throughout BRBH's catchment area, which includes the Cities of Roanoke and Salem and the Counties of Botetourt, Craig, and Roanoke.

In 2023 BRBH purchased the property located at 3517 Brandon Avenue, Roanoke, VA, 24018 ("Brandon Avenue Facility") with the intent of transitioning outpatient psychiatric operations to this location. Currently, BRBH facilitates approximately 6,000 outpatient psychiatric visits annually, with services delivered by Nurse Practitioners and board-certified psychiatrists.

The renovation process at the Brandon Avenue Facility is underway with an expected completion timeline of late summer or early fall of 2027; the facility will host dedicated pharmacy space. The pharmacy space, approximately 35' by 20', will be accessible by doors into BRBH's client space and will have its own street level public access entry; the pharmacy will be delivered as an unequipped "white box space."

2.2 PATIENT AND PRESCRIPTION VOLUME AND PRESCRIPTION CATEGORIES

The current census of the psychiatric clinic at the Burrell Center is 2,668 clients. Additionally, the Program of Assertive Community Treatment serves 80 clients. We do not have data on the number of clients who are prescribed psychotropic medications by physicians at the Blue Ridge Recovery Center. However, the average daily census is currently 12 clients. Staff utilize local commercial pharmacies to fill prescriptions ordered during weekend and holiday hours. The total number of prescriptions from 07/01/2025 – 06/28/2026 was 19,853; psychiatric prescription breakdown is as follows:

- Atypical Antipsychotics: 4,170
- Typical Antipsychotics: 732
- Benzodiazepines: 551
- SSRI Antidepressants: 2,448
- Tricyclic and Tetracyclic Antidepressants: 118
- Mood Stabilizers: 1,392
- Sleep Agents: 1,828
- Strattera: 143

3.0 STATEMENT OF NEEDS

Regardless of service delivery model, the successful Offeror shall provide the services described below.

3.1 CLINICAL PHARMACY SERVICES

3.1.1 Pharmacist Coverage and Clinical Consultation

(a) On-Site Staffing: Provide a registered pharmacist, preferably with two (2) or more years of experience, on-site and ensure there is a registered pharmacist available in the event of unexpected sick leave, an emergency, or scheduled time off. The pharmacist must be licensed to carry and dispense specific controlled medications.

(b) Business Hours Availability: Ensure that a registered pharmacist is available to the medical staff by telephone or page system for consultation regarding all aspects of medication use Monday – Friday, 8:00 AM to 5:00 PM, excluding agreed upon National and State holidays.

(c) After-Hours-On-Call: Provide a pharmacist on-call for after-hours services to include the emergency contact name and telephone number for emergency purposes as well as a secondary option made available with back-up pharmacy instructions and protocol.

(d) In-Service Training: Provide, when requested, in-service training to BRBH staff on, but not limited to, the following subjects: drug security, documentation and sanitation standards for medication administration, education on specific medication use and therapeutics, and medication management and medication repackaging training for individuals who have successfully completed a board-approved training program for repackaging of prescription drug orders as authorized by the Code of Virginia.

3.1.2 Medication Management and Dispensing

(a) Dispensing Limits: Provide for dispensing supplies of prescribed medications in 1 to 90-day supply at a time with refills but not more than 180-day supply without a new physician prescription.

(b) Long-Acting Injectables: Dispense injectable medications, specifically Decanoates such as Haloperidol, Fluphenazine, Flupentixol, Risperdal Consta, and Invega Sustenna, along with any new formulary long-acting injectable psychotropics.

(c) Specialized Formulations: Provide the following components:

- i. Liquid/dissolvable psychotropic medication when required.
- ii. Provide a specific formulary when required with prior authorization.

(d) Sample Management: Assist in management of pharmaceutical samples as needed and act as an “agent of the prescriber.” This will be done at no cost to the Authority or the individuals served.

(e) Specialized Repackaging: When appropriate, re-package and dispense Patient Assistance Programs (PAP) medications in weekly, bi-weekly, or monthly supplies. Contract pharmacy will negotiate any re-packaging fee before accepting the contract.

(f) Blister Packs: Pack medications in weekly or monthly “blister packs” as determined by clinical need at no additional cost to BRBH or the individuals’ receiving services. Able to provide “blister packs” for titration medications.

(g) Formulary Process: Enforce compliance with the established formulary through a predetermined process. BRBH and the successful Offeror will finalize the process prior to award.

(h) Tamper Resistant Mandates: Provide BRBH prescriptions on Tamper Resistant Prescription Pads meeting all of the following criteria per the Centers for Medicaid and Medicare Services:

- i. **COPY PREVENTION:** One or more industry-recognized features designed to prevent unauthorized copying of a completed or blank prescription form;
- ii. **ERASURE PREVENTION:** One or more industry-recognized features designed to prevent the erasure or modification of information written on the prescription by the prescriber;
- iii. **COUNTERFEIT PREVENTION:** One or more industry-recognized features designed to prevent the use of counterfeit prescription forms;
- iv. **ELECTRONIC ALTERNATIVE:** Or, through the BRBH electronic prescribing technology.

(i) Order Form: Provide an ordering form to BRBH within five (5) days of contract award.

(j) Sealed Containers & Returns: When possible, provide medications (including anti-psychotic injectables) in sealed containers and accept returns for credit of unused medications at no additional charge to BRBH.

(k) Medication Destruction: The pharmacy will destroy medications upon request and provide prescription destroying products to the agency staff when requested.

(l) Secure Storage: Maintain a safe and secure environment for maintenance and storage of all pharmaceuticals.

3.1.3 Medication Adherence Support

(a) Refill Adherence Collaboration: Collaborate with medical and clinical staff as to the status of medication refills to promote medication adherence.

(b) Adherence Packaging: Provide customized packaging for each person, helping with medication adherence rates as well as providing prefilled pill organizers for consumers.

3.1.4 Medication Safety and Clinical Monitoring

(a) Patient Education: Collaborate and consult with clients, medical and psychiatric staff to provide patient education regarding medication uses and interactions, healthy living and other related topics.

(b) Product Labeling: Provide appropriate labeling to include, but not limited to, FDA contact information, special instructions or warnings.

(c) Prescription Monitoring: Ensure the pharmacy actively utilizes Virginia's Prescription Monitoring Program (PMP).

(d) Interaction Monitoring: Demonstrate active clinical mechanisms for monitoring for "drug-drug" interactions and prescription error monitoring.

(e) Laboratory Monitoring: Provide monitoring of laboratory results required for certain medications (e.g. Clozapine).

3.1.5 Emergency Medication Access

(a) Acute CSU Admissions: Provide 24-hour access to emergency medications including controlled substances utilized for medical detoxification in the Crisis Stabilization Unit (CSU). The requirement is that the Provider must make these “emergency” medications accessible 24 hours a day/7 day a week, and within 1 hour of a client’s admission.

3.2 OPERATIONAL PHARMACY SERVICES

3.2.1 Delivery Services

(a) Regular Delivery: Delivery of prescription drugs five (5) days a week (Monday-Friday). Contractor will provide delivery services or make arrangements for after-hours/24-hour emergency basis for services to the off-site BRBH CSU.

(b) Delivery Costs: BRBH will bear no additional costs associated with “prescription delivery services.”

(c) Routine Rush Windows: Provide eight (8) hours but not later than 24 hours following the BRBH’s request for “rush” or “emergency” medications.

3.2.2 Contractor Communication and Support

(a) Availability: The Contractor’s staff must be available for consultation with BRBH staff on an as-needed basis between 8:00 AM and 5:00 PM, Monday through Friday.

(b) Extended Absence Notification: BRBH’s Medical staff and the successful Offeror team agree to notify each other, either verbally or in writing, as soon as appropriate, of extended absences of critical positions, and to identify a team member who will be attending to the responsibilities usually attended to by the person absent from the critical position, in an effort to minimize the program impact of such absences. Extended absences will be defined as two weeks or more.

(c) Program Performance: The pharmacist or site manager will monitor program performance and resolve problems.

(d) In-Service Training: Provide, when requested, in-service training to BRBH staff on, but not limited to, the following subjects: drug security, documentation and sanitation standards for medication administration; education on specific medication use and therapeutics; medication management and repackaging by a BRBH site.

(e) Accountable Personnel: Provide clear clinical and contractual matter contacts for the Contractor during regular business hours. Finalized contact names, direct phone lines, and email addresses must be provided immediately upon Contract award.

3.3 QUALITY ASSURANCE AND CLINICAL OVERSIGHT

3.3.1 Consultant Pharmacist Services

(a) Clinical Inspections & Audits: A consultant pharmacist employed by the Contractor will attend quarterly meetings and inspections/audits of the clinic, if applicable, or other services for regulatory compliance, drug security, drug storage and expiration date compliance, Pharmacy Policies and Procedures. Specifications of inspection and reporting formats shall be agreed upon between the Contractor and the designated BRBH staff. The results of the inspection/audits will be discussed with

the designated BRBH staff. BRBH will receive a written report quarterly for quality assessment and improvement purposes.

3.3.2 Quality Improvement Program

(a) Continuous Monitoring Protocols: The Contractor shall provide and conduct a continuous monitoring system with the specific goal of improving quality of services and care provided. Medication errors and omissions shall be monitored and reported quarterly. All incidents of medication interactions, allergic reactions, contraindications, and duplication of therapy shall be reported to BRBH designated staff within 24 hours.

(b) Annual Progress Evaluations: Establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedure must provide sufficient information to allow BRBH's administrators to monitor the program's progress and effectiveness. BRBH will use the quality control report to evaluate the effectiveness of the program on an annual basis.

- i. **Quality Control Report:** The successful Offeror must establish formal evaluation and quality control procedures to monitor each facet of the final contract. These procedures must provide sufficient information to allow BRBH to monitor the program's progress and effectiveness. The Offeror will submit a quality control report to the Contract Administrator identified in the final Contract no later than May 1 of each contract year, for use by BRBH in annually evaluating the program.
- ii. **Corrective Actions:** The quality control report may include corrective action plan for the contractor employees who, based on BRBH's evaluation input, do not meet the needs or values of BRBH. The successful Contractor will submit the quality control report to the BRBH designated staff no later than May 1st of each contract renewal period.

3.3.3 Policy Development and Clinical Governance

(a) Policy Compliance Review: The Contractor shall work with the designated staff to review, develop, and help implement pharmacy related policies and procedures that will be in compliance with the Federal and State of Virginia statutes as appropriate.

(b) Administrative Performance Meetings: The Contractor will attend a minimum of quarterly meetings with BRBH to review performance, occupancy, facilities, maintenance, and other issues that may arise.

(c) Quarterly Review: The successful Offeror will meet at least quarterly with the designated BRBH staff to review budget, facility, and other operational issues.

3.4 FINANCIAL AND BENEFIT COORDINATION SERVICES

3.4.1 Pricing Requirements

(a) Competitive Pricing: Consistently offer best prices, competitive with other local pharmacies and offer multi-source generic pricing, including but is not limited to \$4 generic pricing, when available. Contract pharmacy will automatically convert branded products to generic products when generic brands become available. Conversion will occur unless the physician specifically prohibits the use of generic brands. All charges are the lesser of the insurance co-pay or the BRBH contract pricing.

3.4.2 Insurance and Benefit Management

(a) Insurance Optimization: Perform benefit search and/or TROOP (or True Out-Of-Pocket Costs) search on all consumers serviced to ensure that those with benefits are identified and their insurance billed instead of against the BRBH contract. The contract pharmacy will notify the Program Manager when consumers have benefits.

(b) Prior Authorization Notification: When prior authorization is required, pharmacy will notify BRBH for completion of the process.

(c) Enrollment Assistance: Assist in obtaining Medicaid ID numbers through the Medicaid helpline, and Facilitated pricing lookups for Medicare Part D.

(d) Discount Program Participation: Where available, participate in pharmacy sponsored drug replacements programs and prescription discount programs such as health savings, Good Rx, etc.

3.4.3 Invoicing and Financial Reporting

(a) Program Invoicing: Provide monthly invoices that list the consumers served, their associated medications that were purchased and paid separately by program area including any subsidies of consumers co-pays by program area. Invoices will cross reference medications filled with consumers served. Invoices will include, along with the consumer served, the cost of the medication(s), the date the medication was filled and the prescriber's name.

3.5 REGULATORY AND CONTRACT COMPLIANCE

3.5.1 Licensure and Registration Requirements

(a) Licensure: Licensed by the Commonwealth of Virginia, Board of Pharmacy to dispense pharmaceuticals as a retail pharmacy (See <https://www.dhp.virginia.gov/Boards/Pharmacy/>).

(b) Letter of Agreement: Provide a letter of agreement recognizing BRBH's location as a full-service site as defined by the Board of Pharmacy.

(c) State and Federal Board Registrations: Maintain active licensure in accordance with the State of Virginia Statutes Board of Pharmacy for a non-resident pharmacy and/or resident pharmacy, the United States Department of Justice, and the Drug Enforcement Administration (DEA) as a retail pharmacy and as a Controlled Substances registrant in Schedules II through VI.

(d) Alternative Delivery Designation: Include an agreement for an Alternative Delivery designation per Board of Pharmacy requirements as appropriate for your proposal.

(e) Staff Pharmacist Licensure Verification: Individual pharmacists employed by the Contractor who provide contractual services to BRBH will maintain licensure in good standing and will provide documentation of licensure upon commencement of services under the contract and annually thereafter.

(f) Disciplinary History Audit: Maintain compliance with the Virginia Board of Pharmacy and have a clean history of care, with no disciplinary action taken against the Proposer.

(g) Professional Liability Insurance: Ensure that comprehensive malpractice and professional liability insurance is maintained at all times and meets or exceeds the Commonwealth of Virginia minimum financial requirements.

3.5.2 Clinical and Regulatory Standards

(a) Recovery Model Training: Ensure that clinical staff servicing clients under the contract have participated in the training on the endorsed Recovery Model. The selected contractor will adhere to Substance Abuse and Mental Health Services Administration (SAMHSA) to (10) Guiding Principles of Recovery.

(b) Human Rights Regulations: Comply with Rules and Regulations to Assure the Rights of Individual Receiving Services from Providers of Mental Health, Intellectual/Developmental Disabilities, and Substance Use Services, or applicable state human rights regulations.

(c) Language Access: Provide reasonable steps to ensure meaningful access for clients that do not speak English as their primary language, as required by Title VI of the Civil Rights Act of 1964.

(d) CMS Certification: Maintain active certification by the Centers for Medicare & Medicaid Services (CMS) when eligible (See <https://www.cms.hhs.gov>).

(e) Lawful Labeling Compliance: Ensure that all medication is clearly labeled in strict accordance with Federal Law, Virginia State Law, and Virginia Board of Pharmacy regulations.

(f) Quality Standards and Generics: Supply high quality pharmaceuticals that can serve as the basis for audits against established health and safety standards. Generic medications are required over brand name unless unavailable, or if the use of a generic is not clinically prudent as determined by an approved physician.

(g) Ethics and Professionalism: Adhere to standard professional ethics and pharmaceutical standards of care at all times.

(h) Clinical Care Standards: Ensure that the highest quality services are rendered to consumers in accordance with all applicable standards of the American Psychiatric Association and all Federal and State laws and regulations.

(i) Scope of Operations: Maintain a separation of Contractor involvement in BRBH operational matters unless related to pharmaceutical, health, and medical care issues and concerns.

3.5.3 Personnel and Emergency Preparedness

(a) Virginia Barrier Crime & Sex Offender Mandates: Contractor acknowledges that the BRBH is a public body operating pursuant to Code of Virginia § 37.2-500 et seq., serving vulnerable youth and adult populations.

In accordance with the strict safety mandates of Code of Virginia § 37.2-506 and § 37.2-506.1, Contractor agrees that no employee, agent, or subcontractor who has been convicted of a barrier crime, or who is registered or required to register on the Virginia State Police Sex Offender Registry (pursuant to Code of Virginia § 9.1-900 et seq.), shall perform work under this contract or be permitted on any premises owned, leased, or operated by BRBH.

Contractor agrees that a violation of this condition shall be considered a material breach of contract and shall result in the immediate cancellation of the purchase order or contract at BRBH's sole discretion. Contractor must explicitly identify any additional costs associated with compliance with this term within their proposal. If no costs are specified, compliance with this term will be deemed by BRBH to be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information and background screenings.

(b) Emergency Preparedness Planning: The Contractor must have an emergency preparedness plan in place to include Continuity of Operations Plan (COOP), that ensures that prescription medications can be provided in the event of a widespread emergency. An outline must be included with the proposal.

3.5.4 CONFIDENTIALITY

(a) Protected Health Information: Offerors shall conform to all regulations and guidelines, both ethical and professional, regarding information and data obtained as to personal facts and circumstances related to clients of BRBH to be held confidential during and following the term of this agreement. Client-specific information will only be disclosed in accordance with state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and federal Substance Use Disorder patient privacy regulations under 42 CFR Part 2.

(b) BAA/QSOA Requirement: Information related to BRBH, and its programs, will not be divulged without BRBH's written consent. Each individual or entity with whom a contract is executed will be required to execute both a Business Associate Agreement (BAA) and a Qualified Service Organization Agreement (QSOA) with BRBH as a mandatory condition of award prior to the commencement of any work.

(c) Subcontractor Privacy Obligations: The Contractor shall ensure that all requirements, confidentiality obligations, and data protections specified in this section (including the execution of equivalent BAA and QSOA terms) flow down to, legally bind, and are signed by any and all subcontractors utilized under this agreement. The Contractor remains fully responsible and liable for subcontractor compliance.

3.6 REPORTING REQUIREMENTS

3.6.1 Monthly Reports

The Offeror shall provide monthly statistical reports as follows:

(a) Cost Summaries: Summary of total drug cost for medications billed to BRBH.

(b) Class Usage Analysis: Total usage and detailed lists of different therapeutic classes of medications (i.e. HIV related drugs, controlled substances, psychotropic medication, atypical antipsychotic medications, non-psychotropic medications, etc.).

(c) Prescriber Audit Trails: List of each prescription billed, including prescriber's name, noting individual physician's prescribing habits.

(d) Ad Hoc Reporting: Any additional reports as requested by BRBH.

3.7 MANDATORY REQUIREMENTS

The requirements identified below are mandatory conditions of contract performance. The successful Offeror shall maintain compliance with these requirements throughout the term of the Contract.

Evidence of applicable licensure and registrations must be submitted with the proposal and remain valid and verifiable throughout the term of the Contract. Failure to provide required documentation with the proposal may result in disqualification.

The requirements listed below are provided as a summary for reference only. Offerors shall refer to the applicable sections of the Statement of Needs (Sections 3.1 through 3.6) for complete requirement details and responses.

- 3.2.2 (b) Extended Absence Notification
- 3.3.3 (c) Quarterly Review
- 3.5.1 (a) Licensure
- 3.5.1 (c) State and Federal Board Registrations
- 3.5.1 (d) Alternative Delivery Designation
- 3.5.1 (e) Staff Pharmacist Licensure Verification
- 3.5.1 (f) Disciplinary History Audit
- 3.5.1 (g) Professional Liability Insurance
- 3.5.2 (d) CMS Certification
- 3.5.2 (e) Labeling Compliance
- 3.5.2 (f) Quality Standards and Generics
- 3.5.2 (g) Ethics and Professionalism
- 3.5.3 (a) Virginia Barrier Crime & Sex Offender Mandates
- 3.5.3 (b) Emergency Preparedness Planning
- 3.5.4 (a) Protected Health Information
- 3.5.5 (b) BAA/QSOA Requirements
- 3.5.6 (c) Subcontractor Privacy Obligations

4.0 PROPOSAL REQUIREMENTS

4.1 Proposal Authorization and Accuracy

- (a) Proposals must be signed by an authorized representative of the offeror. By submitting a proposal, the offeror certifies that all provided information is true, accurate, and complete.
- (b) Offerors must submit all requested information. Failure to do so may result in a lower evaluation score. Proposals that are substantially incomplete or lack key information may be rejected entirely.
- (c) Ownership of all data, materials, and documentation originated and prepared for BRBH pursuant to the RFP shall belong exclusively BRBH and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw the prohibited classification designation, the proposal will be rejected.

4.2 Inquiries

- (a) Offerors are responsible for inquiring about and clarifying any requirement of this RFP that is not understood.
- (b) Oral requests for information will not be accepted.
- (c) All Inquiries must be submitted in writing to Letitia Hawkins-Beatty via email at lhbeatty@brbh.org with the subject line “*RFP #2026 Pharmacy Services, On-site Pharmacy Services Questions.*”
- (d) All inquiries must be received by **Monday, August 10, 2026, no later than 2:00PM**. No further inquiries will be accepted after this date.
- (e) Written answers will be provided by an addendum and posted to BRBH’s website. Offerors are responsible for ascertaining the existence of any addendum.
- (f) It is not permissible for an Offeror, or any entity working on behalf of an Offeror, to solicit information from any individual or government source other than from the official point of contact listed above. Any unauthorized solicitations for information are grounds for disqualification of Offeror’s proposal.

4.3 Electronic Submissions

- (a) Electronic proposals may be emailed to Letitia Hawkins-Beatty, Division Director Adult & Family Services at lhbeatty@brbh.org and contracts@brbh.org and include the subject line “RFP #2026 Pharmacy Services Proposal.”
- (b) You will receive an email confirmation once submitted.

(c) All proposals must be received by **Friday, September 4, 2026, by 2:00PM local time**. Any proposal received after the stated time and date will not be considered.

(d) Proposals must conform to requirements in sections 4.6 and 4.7.

4.4 Mailed Submissions

(a) Physical copy proposals may be mailed to:

Blue Ridge Behavioral Healthcare
ATTN: Letitia Hawkins-Beatty (RFP 2026 Pharmacy Services)
301 Elm Ave SW
Roanoke, VA 24016

(b) The proposal will be time and date stamped by BRBH Administrative staff upon delivery; offerors will not receive confirmation of delivery.

(c) All proposals must be received by **Friday, September 4, 2026, by 2:00PM local time**. Any proposal received after the stated time and date will not be considered. BRBH is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery or inter-office mail. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.

(d) Proposals must conform to requirements in sections 4.6 and 4.7.

4.5 Hand Delivered Submissions

(a) Physical copy proposals may be hand delivered, Monday-Friday, 8:00AM – 5:00PM, excluding Holidays, to:

Blue Ridge Behavioral Healthcare
ATTN: Letitia Hawkins-Beatty (RFP 2026 Pharmacy Services)
301 Elm Ave SW
Roanoke, VA 24016

(b) Hand-deliveries will only be accepted at the 301 Elm Avenue location. The proposal with stamped by the BRBH Administrative Assistant and the individual will receive receipt of delivery.

(c) All proposals must be received by **Friday, September 4, 2026, by 2:00PM local time**. Any proposal received after the stated time and date will not be considered. BRBH is not responsible for delay in delivery by U.S. Postal Service, private carrier, hand delivery or inter-office mail. It is incumbent upon the Offeror to ensure its proposal is received at the date, time and place specified.

(d) Proposals must conform to requirements in sections 4.6 and 4.7.

4.6 Preparation and Scope

(a) Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's capabilities to satisfy the requirements of this RFP. Emphasis must be placed on the completeness and clarity of content; as such, vague or generalized submissions are insufficient. Offerors must address all requirements specifically as outlined, and un-substantive proposals may be deemed non-responsive and rejected.

(b) To ensure a fair and efficient review process, offerors must organize their proposals in the exact order that requirements are presented in this RFP. The proposal should contain a Table of Contents that cross-references the RFP requirements.

(c) Structure and formatting must comply with the following instructions:

- Physical Copy Proposals: Bound in a single volume to include one (1) original (so marked) and five (5) copies of the proposal; and one original version in electronic format (USB drive). Submitted in a sealed container/envelope.
- Electronic Copy Proposals: Proposal must be in PDF format with the exception of spreadsheets which may be in .xlsx format. All files must be free of passwords and encryption, any files unable to be opened by BRBH will be considered not submitted.
- Font: Using an accessible, high-legibility font, no smaller than 11 Point.
- Page Size: Page size should be 8 ½ x 11 inches. Larger pages are allowed for figures or tables but should be used sparingly.
- Page Numbering: All pages of the proposal should be sequentially numbered.
- Citations: Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page.
- Additional Materials: Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
- Page Limit: The proposal narrative response should be limited to 50 typed pages (excluding requested contractor data sheet, licenses, narrative attachments, etc.).

(d) Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4.7 Specific Proposal Instructions

(a) The Offeror's proposal shall include:

1. Completed and signed RFP cover page
2. Completed Attachment A: Contractor Data Sheet
3. Copy of licenses pertaining to the RFP.
4. Evidence of required insurance coverage.
5. Outline of the Emergency Preparedness Plan/Continuity of Operations Plan.
6. Written narrative statement to include:
 - a. The firm's organizational structure (size, number of employees, and annual volume of business) and history.
 - b. Names, qualifications, and experience of personnel to be assigned to the contract.
 - c. Resume of work experience to describe knowledge and experience.
 - d. Experience in providing the services described therein.
7. Approach to providing the required services. Describe how your firm plans to execute the scope of work identified by this RFP. Each requirement of the Statement of Needs should be addressed. Provide completion timetables, if appropriate.
8. Financial data such as bonding capabilities, Financial Statement or Annual Report.
9. Proposed price and an explanation of all services included in fees.
10. Explanation of how build-out costs will be handled and proposed facility lease and related terms and conditions for the new pharmacy space.

(b) Proposals shall conform to the standards set forth in this section.

5.0 EVALUATION AND AWARD OF CONTRACTS

5.1 Evaluation Criteria

Offers are to make written proposals that present the Offeror's qualifications and understanding of the work to be performed. Offers should address each evaluation criteria and to be specific in presenting its qualifications. Proposals should be as thorough and detailed as possible so that BRBH may properly evaluate Offeror's capabilities to provide the required goods/services.

(a) As soon as practicable following the closing time, BRBH will open and list the proposal for the record. This is not a public opening.

(b) The Evaluation Committee will use the following evaluation criteria and weighing factors in selecting the firm(s) negotiation and recommendation of the contract.

Criterion		Weight
1.	Virginia Board of Pharmacy License and acceptable Insurance Coverage.	Pass/Fail
2.	Organization and Staff Experience of the firm and staff assigned to the Project.	25 pts.
3.	Project Approach	25 pts.
4.	References	10 pts.
5.	Financial Statements	10 pts.
6.	Cost	10 pts.
7.	Quality and Completeness of proposal submission	10 pts.
8.	Proposed build out/facility lease and related terms and conditions	10 pts.
AVAILABLE POINTS		100 pts.

(c) During the evaluation phase, proposals are reviewed by the Evaluation Committee to ascertain which proposals address all the requirements of the RFP, and to conduct an analysis to document the adequacy of the proposals. Proposals deemed technically non-responsive or not as responsive as other proposals may be eliminated at this point.

(d) Once qualified Offerors are determined, the Evaluation Committee may conduct interviews or site visits with selected Offerors to clarify specific matters presented in the proposals. The Evaluation Committee will use information gained during these discussions, and information presented in the proposal, to rank Offerors in accordance with the criteria stated in the RFP.

(e) BRBH will select two or more offerors deemed fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price. Negotiations are conducted with the Offerors so selected. Price is considered but need not be the sole determining factor. Should BRBH determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

(f) After negotiations have been conducted with each Offeror selected, the agency will select the Offeror which, in its opinion, has made the best proposal, and will award the contract to that Offeror. The selected Offeror(s) are required to assume responsibility for all services offered in their proposals. The award document is a contract incorporating by reference all the requirements, terms, and conditions of the solicitation (RFP), all negotiated requirements, and the contractor's proposal as negotiated. BRBH may cancel this Request for Proposals or reject proposals at any time prior to an award and is not

required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D).

5.2 Notice of Award

- (a) BRBH will post the Notice of Award notification to its website www.brbh.org; the notification will be active for 10 calendar days.

6.0 PRE-PROPOSAL CONFERENCE

6.1 Information

- **Date:** Friday, August 7, 2026
- **Time:** 8:00AM
- **Location:** Front entrance of BRBH Brandon Avenue Facility (3517 Brandon Ave SW, Roanoke, VA, 24018)
- **Agenda:** The Pre-Proposal Conference is an opportunity for potential offeror's to tour the Brandon Avenue Facility and the planned pharmacy space.
- **Details:** Parking is available on site. The facility is under active construction, please wear comfortable, weather-appropriate clothing and closed-toe, practical footwear.

6.2 Requirements

- (a) The Pre-Proposal Conference is optional for offerors to attend.

7.0 GENERAL TERMS AND CONDITIONS

Terms and Conditions will be incorporated into any contract resulting from this solicitation. If an Offeror includes any other terms and conditions in its proposal, BRBH reserves the right to accept or reject any such terms and conditions, to modify them through the negotiation process, and/or to consider those in the evaluation scoring of the proposals. At NO TIME after submission of the initial RFP response the BRBH will agree to additional modifications, additional additions, or deletions of any General, Special, or IT Terms and Conditions.

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

7.2 ANTI-DISCRIMINATION By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - b. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in

the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

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

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

7.3 ETHICS IN PUBLIC CONTRACTING By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7.4 IMMIGRATION REFORM AND CONTROL ACT OF 1988 Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7.5 DEBARMENT STATUS By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

7.7 CLARIFICATION OF TERMS If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

7.8 PAYMENT

1. To Prime Contractor:

- a. Invoices for items ordered, delivered, and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- b. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- c. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - i. To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - ii. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime Contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising

from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

7.9 PRECEDENCE OF TERMS The following General Terms and conditions ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, PAYMENT, NON-DISCRIMINATION OF CONTRACTORS, AUTHORIZED TO CONDUCT BUSINESS IN THE COMMONWEALTH, and FORCED AND INDENTURED CHILD LABOR shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

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

7.12 ASSIGNMENT OF CONTRACT A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

7.13 CHANGES TO THE CONTRACT

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written

decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

7.14 DEFAULT In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination, the Commonwealth may procure the goods and services contracted for from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

7.15 TAXES Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

7.16 USE OF BRAND NAMES Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clear and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical details to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation.

Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.

7.17 INSURANCE By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- 1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- 2. Employer's Liability - \$100,000.
- 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
- 4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

Profession/Service Limits:

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	Code of Virginia § 8.01-581.15
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineering	\$2,000,000 per occurrence, \$6,000,000 aggregate

7.18 ANNOUNCEMENT OF AWARD Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the official Blue Ridge Behavioral Healthcare website (www.brbh.org) for a minimum of 10 days.

7.19 DRUG-FREE WORKPLACE

Applicable for all contracts over \$10,000:

During the performance of this contract, the Contractor agrees to

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

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

7.20 NONDISCRIMINATION OF CONTRACTORS A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.21 AVAILABILITY OF FUNDS It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

7.22 AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a

registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7.23 CONTRACT EXTENSIONS In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

7.24. FORCED AND INDENTURED CHILD LABOR Applicable in all solicitations and contracts over \$10,000: During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “forced or indentured child labor” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

END OF SOLICITATION



**Blue Ridge
Behavioral
Healthcare**

Hope Spoken Here

**Blue Ridge Behavioral Healthcare
Attachment A: Contractor Data Sheet**

- 1) **Qualification of the Offeror:** The Offeror must have the capability and capacity in all respects in order to satisfy all of the contractual requirements.
- 2) **Years in Business:** Indicate the length of time you have been in business providing this type of service. Years: _____ Months: _____

3) **Offeror Information:**

Offeror Name:	
Phone Number:	
State & Date of Incorporation:	
If not a corporation, state the type of business organization, names and addresses of owners, address and phone number of principal place of business, date business began, and state in which organized:	

- 4) **Are you a subsidiary firm?** ____ Yes ____ No

If yes, name and location of parent affiliation: _____

5) **Offeror Point of Contact Information:**

Primary Contact Name:	
Title:	
Phone Number:	
Email Address:	

Secondary Contact Name:	
Title:	
Phone Number:	
Email Address:	

- 6) References:** Indicate below a list of at least four (4) recent references for whom you have provided this type of service. Include the date services were furnished and the name and contact details of the person BRBH has permission to contact.

Reference 1 Client Name:	
Dates of Service:	
Point of Contact Name and Title:	
Phone Number:	

Reference 2 Client Name:	
Dates of Service:	
Point of Contact Name and Title:	
Phone Number:	

Reference 3 Client Name:	
Dates of Service:	
Point of Contact Name and Title:	
Phone Number:	

Reference 4 Client Name:	
Dates of Service:	
Point of Contact Name and Title:	
Phone Number:	

7) Certification

I certify the accuracy of this information:

Signature: _____

Name:

Title:

Date: