

# Western Virginia EMS Council dba Near Southwest Preparedness Alliance

## Request for Proposals

### To Develop and Deliver Continuity of Operations Plan/Succession Plan

The Near Southwest Preparedness Alliance (the organization) is seeking proposals from qualified/experienced individuals or groups (“vendors”) to develop and deliver a continuity of operations plan with an emphasis on succession planning. Funding for this endeavor is a result of the Hospital Preparedness Program under the Assistance Secretary for Preparedness and Response (ASPR), US Dept. of Health and Human Services. The organization intends to contract with a single vendor to develop and deliver this project. Funding associated with this project is available contingent upon all work being completed and invoiced by June 30, 2018.

Interested vendors shall submit a proposal indicating their interest in and stating how each of the following items will be accomplished. The proposal must pay particular attention to timelines to ensure deliverables are complete by June 30, 2018.

### COOP/Succession Planning

Utilizing interviews and conversations with the organization’s leadership (to include board of directors, staff, administration) develop a COOP/Succession plan that accomplishes the following three goals for the organization:

1. Provides documented plans to be followed for succession of critical staff/leadership during prolonged or permanent absence.
2. Documents the prioritization of the organization’s critical functions in a manner that informs the organization’s continuation of services in the event of a significant funding decrease.
3. Documents the standard operating principles and actions of the organization for use as a lead healthcare coalition across the nation.

The vendor shall:

- Meet (either virtually or in-person) with the organization’s board of directors, staff and administrative team at the beginning of the project to explain the methodology and scope of the work to be done.
- Conduct interviews with pre-identified individuals (6-8) to discover and document critical work processes, tasks, functions, roles and responsibilities, etc.
- Perform a Business Impact Analysis that includes the following aspects:
  - Daily functions
  - Essential functions and supporting activities
  - Internal and external dependencies
- Identify resource requirements for the provision of the organization’s essential functions.
- Compile the above and any additional relevant information into a Business Continuity Plan.
- Conduct a final meeting with all stakeholders (in-person preferred) to deliver plan, answer questions, etc.

Compensation: The vendor will be compensated on 60-day terms following the completion of the project.

**The Near Southwest Preparedness Alliance will:**

Solicit requests for proposals to deliver the project described above. Proposals will be reviewed, scored and awarded based on the organization's Fiscal Management Policy and the additional terms and conditions that follow. Award is at the discretion of the organization's board of directors.

Ensure access to organization's leadership, staff and administration to facilitate interviews in a timely manner.

Pay the vendor within 60 days of receipt of final invoice following the completion of the project.

**Submission instructions:**

**The deadline for submission of proposals for this project is March 30, 2018. Submit complete proposal to:**

**Craig Camidge  
1944 Peters Creek Rd  
Roanoke, VA 20147**

or

[ccamidge@vaems.org](mailto:ccamidge@vaems.org)

**Questions may be addressed in writing at the email provided above.**

**GENERAL TERMS AND CONDITIONS:**

- A. VENDORS MANUAL: The organization's agreement with VDH, and any subsequent agreement with vendors, is subject to the provisions of the Commonwealth of Virginia Vendors Manual. A copy of the manual is available for review at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.
- B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The vendor shall comply with all applicable federal, state and local laws, rules and regulations. All parties are encouraged to resolve any issues in controversy or dispute arising from any agreement using Alternate Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366) and as described in Chapter 9 of the Vendors Manual.
- C. ANTI-DISCRIMINATION: By signing any agreement related to this solicitation, the vendor certifies will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based

organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

1. During the performance of the agreement the vendor agrees as follows:
  - a. The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonable necessary to the normal operation of the contractor. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The vendor, in all solicitations or advertisements for employees placed for or on behalf of the contractor, will state that such vendor 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 purposes of meeting these requirements.
2. The vendor will include the provisions of 1. above in every subcontract or subagreement for purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By signing any agreement as a result of this solicitation, the vendor certifies that their contracts are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: The vendor certifies that the vendor does not, and shall not during the performance of the any agreement resulting from this solicitation knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. 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.

G. PRECEDENCE OF TERMS: These General Terms and Conditions 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.

H. ASSIGNMENT OF AGREEMENT: Any agreement resulting from this solicitation shall not be assignable by the vendor in whole or in part without the written consent of the organization.

I. DEFAULT: In case of failure to deliver goods or services in accordance with the terms and conditions of any agreement resulting from this solicitation, the organization, after due oral or written notice, may procure them from other sources and hold the vendor responsible for any resulting

additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the organization may have.

J. DRUG-FREE WORKPLACE: During the performance of any agreement resulting from this solicitation, the vendor agrees to (i) provide a drug-free workplace for the vendor'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 vendor'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 vendor that the vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subagreement 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 agreement awarded to a vendor, 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 agreement.

K. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

L. 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.

#### **SPECIAL TERMS AND CONDITIONS:**

A. AUDIT: Any vendor entering into an agreement with the organization as a result of this solicitation shall retain all books, records, and other documents relative to this contract for two (2) years after final payment, or until audited by the Commonwealth of Virginia or the organization, whichever is sooner. The organization, its authorized agents, the VDH, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. CANCELLATION: The organization reserves the right to cancel and terminate any agreement as a result of this solicitation, in part or in whole, without penalty, upon 60 days written notice to the vendor. Any cancellation notice shall not relieve the vendor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

The organization reserves the right to immediately cancel and terminate any agreement as a result of this solicitation for cause if any of the following conditions are determined to have occurred:

1. For purposes of this paragraph, “for cause” includes violating the terms of the agreement, the submission of falsified records to the organization or to the VDH, or the distortion, forgery, or misrepresentation of information to the organization, or to the VDH.

2. Any agreement as a result of this solicitation may be terminated if the organization determines that a breach exists that endangers the health, safety or welfare of the population to be served or jeopardizes the financial or programmatic provision of functions and services.

Termination for cause may result in the organization refusing to entertain contracts or agreements with vendor for a period of five (5) years. If the submission of falsified records or the distortion, forgery, or misrepresentation of information is discovered after disbursement of funds, the vendor shall return all funds disbursed. Nothing in this section shall be construed to prohibit the organization from taking legal action against the vendor.

C. INDEMNIFICATION: The vendor agrees to indemnify, defend, and hold harmless the organization, its officers, agents, and employees from any claims, damages, and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the vendor, any services of any kind or nature furnished by the vendor, provided that such a liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the vendor on the materials, goods, or equipment delivered.

D. CHANGES TO THE AGREEMENT: Any and all changes, modifications, or revisions to any agreement resulting from this solicitation shall only be made by the organization and shall be mutually agreed upon by the Parties in writing and executed by the Parties at least 30 days prior to taking effect.

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

F. PENALTY: If the vendor does not fully provide services as specified in any agreement resulting from this solicitation, the funding amount for said vendor may incur a penalty of 25% of its face value or may result in nonpayment for failure to complete services.

G. SUBCONTRACTS: The vendor may not subcontract any part of this work without written permission or the organization.

## **SCORING OF PROPOSALS**

The following will be considered when reviewing proposals:

1. Completeness of the proposal. The degree to which the proposal addresses each item in this RFP will increase the vendor's score.
2. Vendor's past successes in providing similar projects.
3. Price. While price is not the sole determining factor in the selection of a vendor, ethical stewardship of funding dictates its consideration.