



Request For Proposals

RFP # 05-27-LB

**PEER RECOVERY SERVICES
AND ELECTRONIC HEALTH
RECORD SYSTEMS DESIGN**

AUGUST 17, 2026

Request For Proposals

RFP Number: # 05-27-LB

Issue Date: August 17, 2026

Title: Peer Recovery Services and Electronic Health Record Systems Design

Issuing Agency:

City of Portsmouth

Purchasing Office

801 Crawford Street, 5th Floor

Portsmouth, VA 23704

NOTE: Offeror is required to complete enclosed W-9 form and return with proposal response. Proposals not inclusive of a completed W-9 may not be considered.

Initial Period Of Contract: From Date of Award Through one (1) year with optional four (4) one year renewal periods.

All proposals must be submitted electronically online via eVA eva.virginia.gov until Monday, September 14, 2026, 2:00 PM EDT at which time the proposals will be closed.

Any Proposals received after the specified time and date will not be considered. Paper proposals will NOT be accepted

All Inquiries for Information Should Be Directed To: Loren Bowen via email: bowenl@portsmouthva.gov by Monday, August 31, 2026, 2:00 EDT

PRE PROPOSAL CONFERENCE: No pre-proposal meeting will be held for this solicitation.

In compliance with this Request for Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services required by this RFP at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and, in any schedule, attached hereto is true, correct, and complete.

* Virginia Contractor License No. _____ DSBSD-certified Small Business No. _____
Class: _____ Specialty Codes: _____

Name And Address of Firm:

_____	Date: _____
_____	By: _____
_____	(Signature In Ink)
_____ Zip Code: _____	Name: _____
Federal ID #: _____	(Please Print)
Fax Number: (____) _____	Title: _____
E-mail Address: _____	Telephone Number: _____

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organization may request that the issuing agency not include subparagraph 1.c in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid or request for proposal.

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I. PURPOSE

The purpose of this Scope of Work is to outline the responsibilities, expectations, and deliverables for the **Consultant** providing professional infrastructure development services to **Portsmouth Behavioral Healthcare Services (PBHS)**. A central requirement of this work is the clear delineation between Medicaid-billable peer recovery services and program-embedded peer support activities, ensuring documentation frameworks accurately reflect and support both categories without eroding peer role integrity. All work must align with STEP-VA priorities, SAMHSA Peer Support Core Competencies, DBHDS peer service guidance, and Virginia Medicaid requirements for peer recovery support. This initiative is funded entirely through a one-time, non-recurring STEP-VA grant. These funds are specifically earmarked to support sustainability efforts and ensure the program's long-term operational and fiscal viability.

II. DEFINITIONS AND ABBREVIATIONS

The following definitions of terms are used herein:

1. The term "City" refers to the City of Portsmouth.
2. The term "Offeror" refers to the person, firm, or company that provides a response to this proposal and who may or may not be successful in achieving an opportunity to negotiate for the final award of a contract.

The term "Contractor" means the Offeror to which the contract will be awarded.

III. SCOPE OF WORK

The Consultant shall deliver the following technical and operational services:

- **Medicaid-Aligned Workflow Engineering**
 - Analyze current **PBHS** peer operations and build standalone workflows that meet Virginia Medicaid criteria for reimbursement.
 - Design structural workflows that offload non-clinical paperwork from clinical staff to reduce Same Day Access (SDA) wait times.
- **Policy & Documentation Development**
 - Draft required standard operating procedures, organizational policies, and forms necessary for formal reimbursement.
 - Ensure all developed materials preserve peer role integrity and strictly omit trauma-inducing, clinical expectations.
- **EHR Platform Optimization**
 - Lead a peer-informed systems redesign of the agency's electronic health record (EHR) platform, centering the priorities of peer recovery specialists and family support staff in the design process.
 - Build and integrate trauma-informed peer documentation templates into the active EHR record.
- **Outcome Metric Tracking Integration**
 - Formulate and establish recovery-oriented outcome measurement tools directly within standard EHR fields to obtain data from daily documentation.
- **Workforce Integration Support**
 - Develop specific workforce tools and tracking mechanisms to transition **PBHS's** peer workforce, including peer recovery specialists and a family support coordinator role, into the newly created workflows.

QUALIFICATIONS AND REQUIREMENTS

The Consultant must possess the following qualifications to execute the project:

- Established status as a specialized, Peer-Run Organization or Consultant Vendor.
- Demonstrated expertise in Medicaid billing alignment, behavioral health compliance, and Virginia peer reimbursement standards.
- Demonstrated expertise in electronic health record (EHR) system configuration, including peer-focused template development, workflow design, and integration of documentation tools within a behavioral health EHR environment.
- Proven capacity to design operational frameworks rooted strictly in trauma-informed, recovery-oriented practices.
- **Oversight:** The Consultant will report directly to the **PBHS Engagement Services Supervisor**, who will maintain administrative oversight, conduct fidelity audits, and authorize all deliverable signoffs.
- **Sustainability:** All materials, documentation frameworks, workflow designs, templates, policy documents, and operating manuals developed under this contract will remain the permanent property of **PBHS** for ongoing internal operations and long-term public stewardship. The agency shall receive a perpetual, royalty-free license to use, adapt, and replicate all developed materials for internal STEP-VA service delivery purposes, consistent with responsible stewardship of public funds.

PROGRAM REQUIREMENTS & PERFORMANCE TARGETS

The Consultant must build an infrastructure that explicitly enables **PBHS** to meet the following grant performance benchmarks:

- **85% Billing Capture:** Build an operational infrastructure that ensures that at least 85% of eligible Medicaid Peer Recovery Support services are successfully billed for reimbursement.
- **100% SAME DAY ACCESS:** Establish workflows supporting immediate connectivity between 100% of individuals entering Same Day Access and a Peer Recovery Specialist.
- **EHR Integration:** Achieve 100% deployment and permanent integration of reusable documentation tools, policies, and templates into the agency's live EHR system.
- **Accountability:** Provide regular status updates and submit all draft workflows to the designated project lead for compliance reviews.
- **Timeline:** Services will commence immediately upon contract execution and must be completed within the time-limited grant period.
- **Milestones:** Prior to project implementation, a finalized technical schedule containing consistent, regular check-ins for policy drafts, EHR testing, and live deployment will be mutually agreed upon.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

A. General Instructions:

1. In order to be considered for selection, Offerors must submit a complete response to this RFP electronically via eVa.virginia.gov. The submission shall include all information requested and any other information thought to be relevant to completely address the Request for Proposals requirements. **Should the Offeror fail to respond to all requirements of the RFP, or fail to provide adequate or complete documentation, as determined by the evaluation committee, the Offeror's proposal may be eliminated from further consideration.**
2. Proposals shall be signed by an authorized representative of the Offeror. Proposals must give the full business address of the Offeror, including a contact email address, and shall be signed by an authorized representative of the company. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and

by the signature and designation of the president, vice president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Vice President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

3. All proposals submitted under this RFP shall become the property of the City and will be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets of 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 § 2.2-4342(F) 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.

B. Specific Proposal Instructions:

1. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the proposer desires to present that does not fall within any of the requirements of the RFP should be attached at the end of the proposal and designated as additional material.
2. The proposal package shall include as a minimum:
3. The Request for Proposal document with any addenda acknowledgements filled out and signed required.
4. A detailed statement addressing the following areas:
5. A comprehensive statement of the Offeror's experience, qualifications and history in providing the services stated in the Scope of Work.
6. A capability statement and profiles of technical or project management staff assigned to this project and associated resumes detailing their experience with work similar to that outlined in this solicitation.
7. A cover letter, signed by an authorized officer of the company indicating the underlying company's philosophy in providing the requested services.
8. A comprehensive statement of understanding of the requirements of the Scope of Work. The statement should include the approach and methodology for accomplishing the requested services.
9. The Offeror should outline and describe its Peer Recovery Services and Electronic Health

Record Systems Design quality assurance and control processes. complete.

10. Offerors shall provide a minimum of three (3) client references that are similar in size to the City of Portsmouth, including contact information. If applicable, provide one (1) reference (with contact person) of a State and/or Local Government account in the City of Portsmouth.
11. A detailed schedule of all fees associated with your company to complete this contract, include any optional services available to the City including but not limited to the following:
12. Any other information the Offeror deems necessary to provide the services needed to successfully complete the Scope of Work or which the Offeror feels are relevant to its Proposal.
13. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the City. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. The City will schedule the time and location of these presentations. Oral presentations are an option of the City and may or may not be conducted.

V. EVALUATION AND AWARD CRITERIA

C. Evaluation Criteria

Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation is to recommend the firm most responsive to the peer recovery services integration and EHR systems design needs described in this solicitation. The following areas will be evaluated:

1. **Completeness and Strength of Proposal** Understanding of the requirements, including the delineation between Medicaid-billable peer recovery services and program-embedded peer support; alignment with STEP-VA priorities, SAMHSA Peer Support Core Competencies, DBHDS peer service guidance, and Virginia Medicaid requirements for peer recovery support; the quality of the proposed Medicaid-aligned workflow engineering, peer-informed EHR redesign, and outcome-metric integration approach; and the degree to which all proposed materials preserve peer role integrity and remain trauma-informed and recovery-oriented. Weight Factor – **25 points**.
2. **Experience and Qualifications** Status as a specialized Peer-Run Organization or qualified consultant vendor; demonstrated expertise in Medicaid billing alignment, behavioral health compliance, and Virginia peer reimbursement standards; demonstrated expertise in EHR system configuration, including peer-focused template development, workflow design, and integration of documentation tools within a behavioral health EHR; and client references from previous contracts similar in nature. Weight Factor – **30 points**.
3. **Responsiveness** The Offeror's ability to deliver the required services within the time-limited STEP-VA grant period, including a workable milestone and check-in cadence for policy drafts, EHR testing, and live deployment; and the capacity of the proposed approach to enable PBHS to meet the grant performance targets (85% Medicaid billing capture, 100% Same Day Access peer connectivity, and 100% EHR integration of reusable tools). Weight Factor – **20 points**.
4. **Cost** Efficiency and economy are very important to the City. Cost will be evaluated on the total lump-sum price and the reasonableness of the deliverable-based pricing relative to the scope, within the one-time STEP-VA grant funding available. Costs will not necessarily be the deciding factor in the selection process. Weight Factor – **15 points**.
5. **Minority/Women-Owned Business Enterprises (M/WBE) Experience** The Offeror's minority and women-owned business enterprise participation plan or good faith effort to comply with the goals of such plan. Weight Factor – **10 points**.

Point allocation summary:

Evaluation Factor	Weight (Points)
Completeness and Strength of Proposal	25
Experience and Qualifications	30
Responsiveness	20
Cost	15
Minority/Women-Owned Business Enterprises (M/WBE) Experience	10
Total	100

Award of Contract

Selection shall be made of the Offeror deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation factors included in this Request for Proposals, including price. Negotiations shall be conducted with the Offeror so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with the Offeror so selected, the City shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The City 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. Should the City determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

VI. REQUIRED GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the City of Portsmouth *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the City of Portsmouth, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth of Virginia. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the City of Portsmouth 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, veteran status, status as military family, 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, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the City of Portsmouth, 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 City of Portsmouth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the City of Portsmouth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/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.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000:

By entering into a written contract with the City of Portsmouth, the Contractor certifies that the Contractor does not and shall not during the performance of the contract for goods and services in the City of Portsmouth, 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 City of Portsmouth 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 City of Portsmouth.

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.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City of Portsmouth 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 City of Portsmouth under said contract.

- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFP's**

1. **(For Invitation For Bids):** Failure to submit all required forms for this bid/proposal shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City of Portsmouth reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a bid as non-responsive. As a precondition to its acceptance, the City of Portsmouth may, in its sole discretion, request that the bidder withdraw or modify non-responsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals):** Failure to submit all required forms for this bid/proposal shall be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the City of Portsmouth reserves the right to decide on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/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.

- J. **PAYMENT:**

1. **To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of

discounts for payment in less than 30 days, however.

- c. All goods or services provided under this contract or purchase order that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the City of Portsmouth 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 City of Portsmouth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) 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 City of Portsmouth, 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 City of Portsmouth.
- 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 City of Portsmouth encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

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

M. **TESTING AND INSPECTION**: The City of Portsmouth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the City of Portsmouth.

O. **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 a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the 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 disputes provisions of the City of Portsmouth *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.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City of Portsmouth may terminate this agreement after verbal or written notice without penalty. Upon termination the City of Portsmouth may procure the goods or 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 City of Portsmouth may have.
- Q. **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 City of Portsmouth 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 City of Portsmouth shall be added as an additional insured to the policy by an endorsement.

Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the City of Portsmouth 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.)	
<i>Code of Virginia</i> § 8.01-581.15 https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/	
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 Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

R. **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 in eVA (eva.virginia.gov) for a minimum of 10 days.

S. **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.

T. **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

U. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal eva.virginia.gov, streamlines and automates government purchasing activities in the City of Portsmouth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the City of Portsmouth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

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

a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced by the City of Portsmouth Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound here under 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.
- W. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offers shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- X. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- Y. **AUTHORIZATION TO CONDUCT BUSINESS IN THE CITY OF PORTSMOUTH:** 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 City of Portsmouth 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 City of Portsmouth, 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.
- Z. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

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

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

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

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on

this topic, but the Parties to this agreement intend this Section to be enforceable solely by the City of Portsmouth and not by employees or other third parties.

AA. **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 City of Portsmouth may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the City of Portsmouth a continuous supply of the identified goods and/or services.

BB. **FORCED OR 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.

CC. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting rerefer from the performance of this contract shall be repaired to the City's satisfaction at the Contractor's expense.

VII. SPECIAL TERMS AND CONDITIONS

XI. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the City of Portsmouth, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

XII. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days' written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

XIII. **RENEWAL OF CONTRACT:** This contract may be renewed by the City of Portsmouth upon written agreement of both parties for (one year)/(4) successive one year periods), under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.

B. PAYMENT:

1. The City shall promptly pay for the completed delivered goods or services by the required payment date. The required payment date shall be either:
 - a. The date on which payment is due under the terms of the contract for the provision of such goods or services; or
 - b. If such date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later, except in the instances where the source of the funding for the contract is the state or federal government. In such instances, the payment date shall not exceed 30 days. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial

execution or delivery.

2. Within 20 days after receipt of the invoice for goods or services, the City shall notify the business concern of any defect or impropriety which would prevent payment by the payment date.
3. Unless otherwise provided under the terms of the contract for the provision of goods or services, if the City fails to pay by the payment date there shall be assessed any finance charges assessed by the business concern; provided, however, that such finance charge shall not exceed one percent per month.
4. The provisions of this section shall not apply to the late payment provisions in any public utility tariffs or public utility negotiated contracts.

C. METHOD OF PAYMENT:

All invoices shall be given to the contact person named at the time the Notice to Proceed is issued. Payment shall be made 30 days after receipt of a proper invoice by the Owner for the amount of payment due, or 30 days after the receipt of services, whichever is later.

All invoices shall be submitted to:

City of Portsmouth
PBHS Accounts Payable
1811 King St.
Portsmouth, VA 23704
bhsaccountspayable@portsmouthva.gov

A. PRICING SCHEDULE

This is a lumpsum, deliverable-based engagement. Payments will be disbursed incrementally upon successful submission, validation, and formal sign-off of each deliverable by the designated project lead. Offerors shall enter a firm lump-sum price for each deliverable below; the sum of the deliverable prices shall equal the Total Lumpsum price. All prices shall be all-inclusive of labor, materials, travel, and any other costs necessary to complete the Scope of Work.

Deliverable / Milestone	Acceptance Basis	Lump-Sum Price (\$)
1. Medicaid-Aligned Workflow Engineering	Standalone peer workflows meeting Virginia Medicaid reimbursement criteria, plus SDA-offload workflow designs, delivered and accepted	
2. Policy & Documentation Development	SOPs, organizational policies, and forms required for formal reimbursement drafted and accepted, preserving peer role integrity	
3. EHR Platform Optimization	Peer-informed EHR redesign and trauma-informed peer documentation templates built and integrated into the live EHR	
4. Outcome Metric Tracking Integration	Recovery-oriented outcome measurement tools established within standard EHR fields	
5. Workforce Integration Support	Workforce tools and tracking mechanisms to transition peer recovery specialists and the family support coordinator role into the new workflows	
6. Project Management, Status Reporting & Compliance Reviews	Regular status updates and submission of draft workflows to the designated project lead across the grant period	
7. Final Integration, Testing & Deployment Sign-off	100% deployment and permanent integration of tools, policies, and templates verified and formally signed off	
TOTAL PROPOSAL PRICE		\$

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	
	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5	Address (number, street, and apt. or suite no.). See instructions.		
6	City, state, and ZIP code		
7	List account number(s) here (optional)		
		Requester's name and address (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-				-		
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

APPENDICES

APPENDIX A



RECEIPT OF ACKNOWLEDGEMENTS

**(THIS FORM SHOULD BE INCLUDED IN PROPOSAL PACKAGE OTHERWISE
BID MAY BE CONSIDERED NON-RESPONSIVE)**

I AM IN RECEIPT OF AND ACKNOWLEDGE ALL ADDENDA ISSUED IN
REFERENCE TO THE ABOVE LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

I ACKNOWLEDGE THE REVIEW OF ALL PLANS AND DRAWINGS RELATED TO
THE ABOVE-LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

I ACKNOWLEDGE ALL REFERENCED EXCLUSIONS PERTAINING TO THE ABOVE
LISTED BID.

YES _____

NO _____

NOT APPLICABLE _____

Submitted by and Title

Company Name

Date

APPENDIX B

NOTICE OF PROPRIETARY INFORMATION FORM

Confidentiality References Protection in accordance with the Code of Virginia, Section 2.2-4342

SECTION TITLE	PAGE NUMBER	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures or paragraphs that constitute trade secrets or proprietary materials. The classification of an entire bid or proposal document, line-item prices and/or total bid or proposal prices as proprietary or trade secret is not acceptable and will result in rejection of the bid or proposal.

- A. This page contains information relating to "Trade Secrets" and "Proprietary Information" including processes, operations, style of work or apparatus. Identify confidential statistical data. Amount or source of any income... of any person or partnership. Sec Virginia Public Procurement Act, Section 2.2-4342. Unauthorized disclosure of such information would violate the Trade Secrets Act U.S.C. 1905.
- B. This page contains proprietary information including confidential, commercial or financial information, which was provided to the Government on a voluntary basis and is of the type that would not customarily release to the public. Sec Virginia Public Procurement Act, Section 2.2-4342, 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c) (4).
- C. This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act, Section 2.2-4342, 552 (b) (4); 12 C.F.R. 309.5(c)(4)

APPENDIX C
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The Bidder must have the capability and capacity in all respects to fully satisfy the contractual requirements.

2. **Vendor's Primary Contact:**

Name: _____ Phone: _____ Email Address: _____

Years in Business: Indicate the length of time you have been in business providing this type of good

or service: Years: _____ Months: _____

3. **Vendor Information:**

FIN or FEI Number: _____ If Company Corporation or Partnership Social Security Number _____ If Individual

4. Indicate below a listing of at least three (3) current or recent accounts, either commercial, or governmental that your company is servicing, has serviced or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact. **(Failure to include references may be cause for rejection of the proposal as non-responsive).**

A. Company: _____ Contact: _____
Phone: _____ Email: _____
Project Dates of Service: _____ to _____

B. Company: _____ Contact: _____
Phone: _____ Email: _____
Project Dates of Service: _____ to _____

C. Company: _____ Contact: _____
Phone: _____ Email: _____
Project Dates of Service: _____ to _____

I certify the accuracy of this information.

Signed: _____ Title: _____

Date: _____

ATTACHMENTS

ATTACHMENT A
CONFLICT-OF-INTEREST STATEMENT

- a. **Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your bid. FAILURE TO FURNISH THIS DATA MAY RESULT IN DECLARING YOUR BID NON-RESPONSIVE.**

NAME: _____

ADDRESS: _____

CITY/STATE: _____

TELEPHONE NUMBER: _____

RELATIONSHIP WITH THE CITY OF PORTSMOUTH:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE CITY OF PORTSMOUTH

WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE

CODE OF VIRGINIA, SECTION 2.1-639.1 - 639.24.

() YES () NO

IF YES, EXPLAIN:

SIGNATURE OF OFFEROR DATE

ATTACHMENT B
STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder:

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

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

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

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

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

ADDITIONAL FORMS

FORM A

M/WBE Business Subcontracting Plan

Solicitation No.: RFP # 05-27-LB

Project/Solicitation Name: Peer Recovery and Electronic Health Record Systems Design

Contract Specialist: Loren Bowen

Solicitation Response Date: MONDAY, SEPTEMBER 14, 2026, 2:00 PM EDT

It is the goal of the City that over 25% of its purchases be made from small businesses and 2% of its purchases be made from service-disabled veteran owned businesses. All potential offerors are required to return this document with their response.

Minority Business Enterprise (MBE): A for-profit business concern that is at least 51 percent owned and controlled by one or more minority person(s), or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and whose management and daily business operations are controlled by one or more of the minority individuals who own it; and, is certified as such by the Virginia Department of Small Business and Supplier Diversity or other recognized certifying agency.

Small Business: "Small business" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date.

Service-Disabled Veteran-owned Business: Service-disabled veteran owned business" means a business which holds certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for the proposals. This shall also include DSBSD-certified small, women- owned and minority-owned businesses.

Women Business Enterprise (WBE): A for-profit business concern that is at least 51 percent owned and controlled by one or more female person(s), or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more of the female individuals who own it; and, is certified as such by the Virginia Department of Small Business and Supplier Diversity or other recognized certifying agency.

Offeror Name:

Preparer Name:

Date: Click or tap to enter a date.

Who will be doing the work:

☐ **I plan to use subcontractors (Complete Section 2)**

☐ **I plan to complete all Work (Complete FORM B)**

☐ **Instructions**

A. If you are certified as a S/SDV business, attach a copy of your S/SDV certification letter from DSBSD.

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

Offerors who are S/SDV businesses themselves will receive credit for the portion of work their firm performs and will be assigned remaining points based on proposed expenditures with certified S/SDV

businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

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

Section 2

If the "I plan to use subcontractors' box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of S/SDV businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. It is important to note that this proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in a breach of the contract

Section 2: Plans for Utilization of certified S/SDV Businesses for this Procurement *(use additional sheets if necessary)*

Subcontract #1

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV/M/WBE:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #2

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV/M/WBE:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #3

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV/M/WBE:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

Subcontract #4

Company Name:	SWaM Cert No:
FEIN:	Certification Type S/SDV/M/WBE:
Contact Name:	Contact Email:
Contact Address:	
Contact Phone:	Value % or \$ (Initial Term):
Description of Work:	

FORM B

STATEMENT OF INTENT TO WORK WITHOUT SUBCONTRACTING

Solicitation No.: RFP # 05-27-LB

Project/Solicitation Name: Peer Recovery and Electronic Health Record Systems Design

Contract Specialist: Loren Bowen

Solicitation Response Date: MONDAY, SEPTEMBER 14, 2026, 2:00 PM EDT

Affidavit of:

I hereby certify that it is our intent to perform 100% of the work required for the [Click or tap here to enter text.](#) contract.

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of work for this type of project, and normally performs and will perform all elements of the work on this project with his/her own current workforce (full and part-time employees working directly for the company); and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

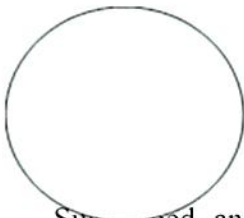
The Bidder must provide documentation of the utilization of S/SDV firms or documentation of good faith efforts in the purchase of materials, supplies, or the leasing of equipment necessary to perform this scope of work.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date:	Name of Authorized Officer:
Signature:	Title:

Title:

State of _____, County of _____



Subscribed and sworn to before me this _____ day of _____ 20____My
SEAL
commission expires Notary Public

FORM C

Minority/Woman-Owned Business Good Faith Efforts Documentation

Solicitation No.: RFP # 05-27-LB

Project/Solicitation Name: Peer Recovery and Electronic Health Record Systems Design

Contract Specialist: Loren Bowen

Solicitation Response Date: MONDAY, SEPTEMBER 14, 2026, 2:00 PM EDT

IF THE M/WBE GOAL ESTABLISHED FOR THIS CONTRACT HAS NOT BEEN MET OR THE CITY REQUESTS THE SUBMITTAL THEREOF, THE BIDDER IS REQUIRED TO SUBMIT GOOD FAITH EFFORTS AS OUTLINED IN THIS DOCUMENT.

THE BIDDER ACKNOWLEDGES AND CERTIFIES THAT THIS FORM ACCURATELY REPRESENTS THE INFORMATION CONTAINED HEREIN.

Bidder:

Date Submitted:

Name and Title: Signature:

NAMES OF CERTIFIED M/WBEs AND THE DATES ON WHICH THEY WERE SOLICITED TO BID ON THIS PROJECT.

INCLUDE THE ITEMS OF WORK OFFERED AND THE DATES AND METHODS USED FOR FOLLOWING UP INITIAL SOLICITATIONS TO DETERMINE WHETHER OR NOT SWAMs WERE INTERESTED.

Name of Vendor	Certification Agency and No.	Date of Initial Solicitation	Item(s) of Work	Follow-up Dates and Methods

NOTE: ATTACH ADDITIONAL PAGES IF NECESSARY ATTACH COPIES OF SOLICITATIONS, TELEPHONE RECORDS, FAX CONFIRMATIONS, ELECTRONIC INFORMATION, ETC.

M/WBE GOOD FAITH EFFORTS DOCUMENTATION

Solicitation No.:

Project/Solicitation Name:

Contract Specialist:

Solicitation Response Date:

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BIDDER:

TITLE:

SIGNATURE: _____

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

ADDITIONAL DATA TO SUPPORT DEMONSTRATION OF GOOD FAITH EFFORTS

NOTE: ATTACH ADDITIONAL PAGES, IF NECESSARY

REPORT OF CONSULTANTS, SUBCONTRACTORS AND SUPPLIERS
Utilization of Small, SDV, Minority and Woman Owned Businesses in Project
Includes Reporting of Women and Minority Owned Businesses

Dept:
Project Name:
Solicitation No.:
APR: or General Contractor:
Date Form Completed:
Report Month:

The proposed SSNIP business participation " _____ *

The current actual SSNIP business participation " _____ *

the public entity itself, service-disabled veterans owned, minority, and women owned business participation

Is this the final report? _____

Is this the final report?

[illegible]

2000 11 11 14:00:00

[illegible]

Use Additional sheets as necessary.