COMMONWEALTH OF VIRGINIA
PROCUREMENT AND RISK MANAGEMENT
DEPARTMENT OF CORRECTIONS
RICHMOND, VIRGINIA 23225

INVITATION FOR BIDS

Solicitation Number:	DOC-27-037
Issue Date:	October 27, 2026
Title:	Outpatient Substance Use Disorder Treatment Services (SUD) for Western Region: Danville District 14, Martinsville District 22 , and Rocky Mount District 37
Commodity Code:	91803 Alcohol & Drug Abuse Consulting Services 94876 Psychological Services 94886 Therapy & Rehabilitation Services 95205 Alcohol & Drug Detoxification 95206 Alcohol & Drug Prevention 95221 Counseling
Issuing Agency:	Commonwealth of Virginia Department of Corrections Procurement and Risk Management, Room 2150 6900 Atmore Drive Richmond, Virginia 23225
Using Agency:	Department of Corrections – Western Region

The purpose of this Invitation for Bids (IFB) is to solicit competitive bids to establish a contract for Outpatient Substance Use Disorder Treatment Services for Leesburg -District 25 and in the Central Region.

The contract period will be one year from date of award, and may be renewable in accordance with section V, paragraph_E_.

Submitted bids will be received until **2:00 p.m., November 30, 2026** for furnishing the services described herein and then will be opened in public.

All bids received after the appointed date and time for receipt, whether by mail or otherwise, will not be considered for an award. The time of receipt shall be determined by either the time received in the Issuing Agency's Purchasing Office, or the time uploaded into eVA for bids submitted

electronically within eVA. Bidders have the sole responsibility for assuring that bids are received in the Purchasing Office by the designated date and time.

If bids are hand delivered, they must be delivered to the Issuing Agency's Purchasing Office at 6900 Atmore Drive, Richmond, Virginia 23225. Hand delivered bids must be delivered in ample time to allow for security check-in at the front desk and delivery to the Purchasing Office prior to the closing time for the solicitation.

If bids are mailed or delivered by express mail, they must be delivered to 5511-B Biggs Road, Richmond, VA 23224. Faxed, **emailed**, or oral bids will **not** be accepted**.**

Bidders must be registered in eVA in order to submit and upload an electronic bid within eVA. The following are instructions for submitting an electronic bid within eVA:

1. Go to eVA.virginia.gov;
2. Click on **I SELL TO VIRGINIA**;
3. Click on **eVA Supplier Training**, and
4. Click on **Viewing and Responding to Solicitations**. If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov in ample time prior to the closing date and time to ensure the bid is received by the required date and time.

All inquiries for information should be directed to Keira Johnson at 804-887-8461, 804-674-3541 (FAX #), or at keira.johnson@vadoc.virginia.gov.

The attached Bid Form shall be used for submitting bids. The Bid Form must be completed and the certification located at the bottom of the form completed and signed by an official that has the authority to commit the Firm.

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, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

Keira Johnson, VCO

I. **PURPOSE** – The Virginia Department of Corrections, hereafter referred to as the Purchasing Agency, is requesting bids to establish contracts with multiple contractors to provide multilevel Substance Use Disorder Treatment (SUD) services to, District 14 Danville, District 22 Martinsville, and District 37 Rocky Mount in the Western Region.

Any resulting contracts will not guarantee business to any Contractor, but will provide a method to obtain services on an as-needed basis.

The Purchasing Agency reserves the right to add locations and remove locations, if necessary, during the term of any resulting contract(s). **Locations may be added or removed via contract modification.**

II. SCOPE OF WORK

1.1. Treatment Services

The Contractor shall provide one (1) or more of the Substance Use Disorder Treatment (SUD) as detailed in items, 1- 4 below to referred supervisees. The services shall adhere to Evidence Based Practices (EBP), Attachment I, and shall incorporate cognitive behavioral strategies to facilitate positive change. The Provider shall utilize interventions that challenge cognitive distortions and maladaptive behaviors, attend to gender specific issues, identify behavioral triggers of relapse, promote rehearsal of pro-social behaviors and emphasize positive reinforcement for appropriate behavior. The Contractor shall provide one or more of the specific programs listed under each type of corresponding intervention. The Contractor shall be responsible for obtaining training in the specific programs offered and will offer the program with consistent fidelity to the applicable model. The treatment services shall be in accordance with the Code of Virginia 54.1-3507 applicable to substance abuse treatment services and any other federal and local laws, zoning ordinances, and codes that may apply.

1.1.1. **Bio-Psychosocial Assessment:** The Contractor shall provide one (1) session, not less than 60 minutes designed for further comprehensive substance abuse evaluation, assessment, and treatment plan development. This session shall be conducted by a certified or licensed professional with proper supervision as determined by their supervising board. The assessment and recommended ASAM level of care will be the determinate factor for services.

Contractor will submit to the District, an Assessment Summary, Attachment R within three (3) work days of completing the assessment; outlining Areas of Concern, DSM 5 Diagnosis and ASAM Level of Care Recommendation (if applicable).

1.1.1.1. Accepted Assessment:

1.1.1.1.1. ASI (Addiction Severity Index) in conjunction with TCU Drug Screen 5 including the opiates supplement

1.1.1.1.2. ASAM Assessment (American Society of Addiction Medicine)

1.1.2. **Outpatient Group Counseling**: The Contractor shall provide a minimum of one (1) session per week with a minimum of one and one-half (1 ½) hours per session. The recommended group size shall be determined by the curriculum utilized. It is recognized it may be necessary to exceed this number when there may not be enough participants to start an additional group; for a limited time not longer than four weeks and with pre-approval by the Probation and Parole Chief or his\her designee, groups may be held that do not meet the minimum and maximum group sizes. The approval documentation should accompany the

Monthly Invoice Sheet. For virtual groups, at no time should there be fewer than three (3) enrolled participants with a maximum of eight (8) enrolled participants. For in-person groups, at no time should there be fewer than three (3) enrolled participants with a maximum of twelve (12) participants. These sessions shall be conducted by a certified or licensed professional with proper supervision determined by their supervising board.

1.1.3. **Intensive Outpatient Group Counseling**: The Contractor shall provide a minimum of nine (9) hours of intervention per week to the supervisee including process groups and individual counseling as deemed clinically appropriate. The recommended group size shall be determined by the curriculum. It is recognized it may be necessary to exceed this number when there may not be enough participants to start an additional group. For in-person groups, at no time should there be fewer than three (3) enrolled participants with a maximum of twelve (12) participants. For a limited time not longer than two weeks and with pre-approval by the Probation and Parole Chief or his\her designee, groups may be held that do not meet the minimum and maximum group sizes. The approval documentation should accompany the Monthly Invoice Sheet. These sessions shall be conducted a certified or licensed professional with proper supervision determined by their supervising board.

2.1 Accepted Program Curriculum for Outpatient and Intensive Outpatient Treatment Group sessions:

The Purchasing Agency recognizes the importance of providing comprehensive substance use disorder treatment services, which may include the need to address Co-occurring Disorders. A co-occurring disorder is the presence of substance use and mental health disorders (including trauma) occurring simultaneously without implication as to the causal effect of one over the other, nor which disorder is primary versus secondary. Members who are experiencing a co-occurring substance use and mental health disorders may experience greater impairments in functioning. Providers who are trained and practicing within the scope of their practice, in working with members with both substance use, and mental health disorders should ensure both conditions are addressed in treatment.

Treatment programs for Co-Occurring Disorders is accepted as an appropriate treatment service under this contract provided the curriculum and/or group modality is evidenced-based and is focused on addressing both the substance use disorder and mental health disorder concurrently.

See attachment H for Accepted Programs. This list includes examples of Substance Abuse Curriculum, Cognitive Behavioral Curriculum, Trauma Curriculum and Journaling Curriculum. This is NOT an all-inclusive list. If the vendor has questions regarding their chosen curriculum, please contact the Contract Administrator for assistance.

Anger Management is NOT considered an SUD specific curriculum and is not approved under this contract.

3.1 Individual Session: The Contractor may provide individual sessions of 60-minutes as an adjunct to outpatient group or intensive outpatient group counseling services. The objective of such sessions shall be to determine individual treatment needs (including review and update of the individual treatment plan), overcome individual obstacles to the completion of treatment, or address other issues that are not appropriate in a group setting. These adjunct sessions do NOT need pre-approval and should be limited to no more than two sessions per month.

If a supervisee is assessed and determined to need individual sessions exclusively then Pre-approval by the Probation and Parole Chief or his\her designee shall be required for a set number of weekly sessions (minimum of 60 minutes) with periodic re- approval until such time the individual is determined to be appropriate for group counseling.

These sessions shall be conducted by a certified or licensed professional with proper supervision as determined by their supervising board.

A. General Requirements

1. The Contractor shall:

a. Ensure that all of its staff members are certified and/or licensed to provide the services. The acceptable certifications are certified substance abuse counselor, or certified substance abuse counselor - supervisee (issued by the Virginia Board of Counseling), along with the following:

i. Credentialed addiction treatment professionals licensed or registered with the appropriate Board in the following roles: (i) an addiction- credentialed physician or physician with experience or training in addiction medicine; (ii) physician extenders with experience or training in addiction medicine; (iii) a licensed psychiatrist; (iv) a licensed clinical psychologist; (v) a licensed clinical social worker; (vi) a licensed professional counselor; (vii) a registered psychiatric clinical nurse specialist; (viii) a licensed psychiatric nurse practitioner; (ix) a licensed marriage and family therapist; (x) a licensed substance abuse treatment practitioner; (xi) residents under supervision of a licensed professional counselor (18VAC115-20-10), licensed marriage and family therapist (18VAC115-50-10), or licensed substance abuse treatment practitioner (18VAC115-60-10) and registered with the Virginia Board of Counseling; (xii) residents in psychology under supervision of a licensed clinical psychologist and registered with the Virginia Board of Psychology (18VAC125-20-10); or (xiii) supervisees in social work under the supervision of a licensed clinical social worker and registered with the Virginia Board of Social Work (18VAC140-20-10).

ii. CCJP (issued by the Virginia Certification Board), CADC (Certified Alcohol and Drug Counselor), CAADC (Certified Advanced Alcohol and Drug Counselor), CCS (Certified Clinical Supervisor) issued by the Virginia Certification Board); The CCJP, CADC, CAADC and CSS is an international, reciprocal credential that uses the IC&RC examination. While many employers accept these credentials, they may also require professionals to obtain the state-specific credential from the Virginia Board of Counseling known as the CSAC or LSATP. The individual providing services MUST be certified or licensed as indicated in the Commonwealth of Virginia.

iii. The Contractor shall provide clinical supervision by a person trained, qualified, and approved by the appropriate licensing board, or having credentials deemed by the Purchasing Agency to be equivalent, to providing clinical supervision in a substance abuse setting.

b. Perform validated screening instruments, evaluations/assessments on supervisees referred by the Purchasing Agency. Only the Purchasing Agency shall make all referrals. Supervisees cannot refer themselves to the Provider.

c. Develop an individualized treatment plan for each supervisee. Elements of the plan shall include the development of individual treatment goals and objectives, strategies to achieve them, and an estimated completion date. The Supervisee and Contractor shall review and sign the treatment plan. The signed treatment plan shall be submitted to the supervising Probation and Parole Officer.

d. Ensure that referred supervisee co-payments are shown on invoices presented to the Purchasing Agency. Invoices shall detail the name of each referred supervisee, dates of service, unit of service delivered (group/session), fee for service per the MOA, any referred supervisee co-payments and amount due. The Provider shall provide each referred supervisee a written receipt for each co-payment. The collection of referred supervisee co-payments shall be handled through the Provider's normal means. Those supervisees determined to not be receiving Medicaid or other 3-party insurance will be paid for according to this contract. VADOC **will not be responsible to pay** for any co-pays or overages incurred for a supervisee who is covered by Medicaid or another 3rd- party payer.

e. Establish and maintain a case file for each referred supervisee. The Contractor shall collect the signature of each referred supervisee at each billable group session (Service 2 and 3 only), or revision to the treatment plan. The Contractor shall submit this data to the Purchasing Agency designee on a monthly basis in the required format, using Attachments E-F, M-N, and R.

1. Attachment E – Participant Monthly Progress Report
2. Attachment F – Termination/Discharge Report

3. Attachment M – Monthly Invoice Summary
4. Attachment N – SUD Treatment Services Sign-In Log
5. Attachment R – Assessment Summary

f. Report missed intake, individual and/or group treatment session, positive drug and/or alcohol tests, and knowledge of high-risk or non-compliant behaviors to the supervising Probation and Parole Officer within two (2) working days by phone, email or fax.

g. Provide a written Participant Monthly Progress Report, Attachment E, to the supervising Probation and Parole Officer each calendar month by the tenth of the month following the month of service or within five (5) working days if the referred supervisee fails to meet treatment objectives or the treatment plan needs revision. Providers shall use Attachment E.

h. Participate in meetings with the Purchasing Agency as needed to promote case management, to support supervisee treatment plan compliance and to address contract related issues.

i. Provide a Written Discharge Summary to the supervising Probation and Parole Officer within five (5) working days, Attachment F, of the supervisee's response to treatment and recommendation for follow-up action as noted in Section II., Paragraph B.1.c above. Contractors shall use Attachment F, approved by the Purchasing Agency's designee.

j. Immediately address community safety issues by cooperating with appropriate Department of Corrections' personnel and to report an incident in which the supervisee is a threat to safety to him/herself or others. Contractor shall use Attachment G.

1. Record, maintain and provide upon request statistical data relative to the contract. Contractor shall not use any referred State Responsible Supervisee (SRO) data for their own or outside agencies' research or other purposes without the prior written consent of the Purchasing Agency.

k. Cooperate with designated Purchasing Agency staff on program or service evaluations by allowing substance abuse treatment fidelity reviews to be conducted by Purchasing Agency review teams periodically to ensure the services being provided adhere to and maintain the standards and principles of EBP.

l. Arrange for continuation of treatment for any referred supervisee who began treatment under the contract if the contract expires or terminates.

m. At a minimum, the Contractor shall be required to have access to and be proficient in word processing and data management applications, such as those found in the Microsoft Office Suite, especially Word, Excel and Access.

n. Designate a contact person responsible for the administration of the SUD Contract.

o. At all times, the Contractor shall provide the Purchasing Agency or its designee access to the Contractor, the Contractor facilities, any personnel providing services pursuant to the contract, or any other activities including groups or sessions of the Contractor pursuant to the contract for purposes of audit and evaluation of the services performed.

p. The Contractor shall cooperate with the designated Purchasing Agency staff on program or service evaluations. The Contractor shall provide access for audits of the operating systems, procedures, programs, documentation, software packages, facilities and equipment used in support of the contract.

q. The Contractor shall provide read and copy access to all files that are used. Such files shall include, but are not limited to, case management files, procedure files, and any other files related to the contract.

B. The Purchasing Agency will:

a. Provide the Contractor copies of any Alcohol and other Drug (AOD) screening results or assessment, i.e., COMPAS-R (Correctional Offender Management Profiling for Alternative Sanctions-Revised) or TCU (Texas Christian University) Drug Screening as needed on referred supervisees.

- COMPAS is an actuarial general risk and needs screener specifically designed to assess key risk and needs factors, including substance abuse in correction populations.
- TCU5 Drug Screener is a valid drug screen instrument used to assess the severity of drug use problems and guide efficient and effective treatment interventions.

b. Provide the Contractor with necessary information on the referred supervisee's correctional status, criminal history, instant offense, and events resulting in the referral.

c. Participate in meetings with the Contractor as needed to promote case management to support supervisee rehabilitation and address contract-related issues.

d. Provide the Contractor with the names and contact information of personnel authorized to refer supervisees and receive information.

e. Designate contact person(s) responsible for the administration of and any approvals required within the contract.

III. PREBID CONFERENCE – Intentionally Omitted; No prebid will be held. Contact Keira Williams with any questions regarding this solicitation.

IV. GENERAL TERMS & CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The 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 http://www.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 Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2- 4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA).* If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender 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, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

   b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

   c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

   d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

   e. 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, bidders 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, 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 Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

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 Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**: Failure to submit a bid on the official state form provided for that purpose 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 Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive 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.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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 Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia,* § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia,* § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

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

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 (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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 Commonwealth 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 Commonwealth.

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 Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder 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 further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence and $2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.

4. Automobile Liability - $1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle.)

Profession/Service	**Limits**
Accounting	$1,000,000 per occurrence, $3,000,000 aggregate
Architecture	$2,000,000 per occurrence, $6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	$1,000,000 per occurrence, $3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed	

Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	$2,150,000	per occurrence,	$4,250,000 aggregate	
(Limits increase each July 1 through fiscal year 2031per *Code of Virginia* § 8.01-581.15.				
Insurance/Risk Management	$1,000,000	per occurrence,	$3,000,000 aggregate	
Landscape/Architecture	$1,000,000	per occurrence,	$1,000,000 aggregate	
Legal	$1,000,000	per occurrence,	$5,000,000 aggregate	
Professional Engineer	$2,000,000	per occurrence,	$6,000,000 aggregate	
Surveying	$1,000,000	per occurrence,	$1,000,000 aggregate	

S. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

T. **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.

U. **NONDISCRIMINATION OF CONTRACTORS**: A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-supervisees unless the state agency, department or institution has made a written determination that employing ex-supervisees 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.

V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:

Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders 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:

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

    a. DSBSD-certified Small Businesses: 1%, capped at $500 per order.
    b. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at $1,500 per order.

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

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

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

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

X. 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 "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders 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.

Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.

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

V. SPECIAL TERMS AND CONDITIONS

A. **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 Commonwealth of Virginia, 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.

B. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth will make awards on a **line item** basis to the lowest responsive and responsible bidders whose line items prices are **no more than 100% higher than the average price for each line item**. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.

C. **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. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.

D. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed

and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

E. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for four successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the _Other Services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

F. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for (90) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

G. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.

H. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING**:

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD- certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran- owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

2. Evidence of Compliance with Small Business Subcontracting Plan**:** Each prime contractor who wins an award in which provision of a small business subcontracting

plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non- compliance to include, but not be limited to, termination for default.

3. Prime Contractor Subcontractor Reporting:

a. Each prime contractor who wins an award greater than $100,000, shall deliver to the contracting agency or institution on a ***quarterly*** basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD- certified small, women-owned, minority-owned, businesses with DSBSD Service-Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.

b. In addition, each prime contractor who wins an award greater than $200,000 shall deliver to the contracting agency or institution on a ***quarterly*** basis, information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

I. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

J. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

K. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia.

Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

L. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
   (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
   (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
   (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

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

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

M. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

N. E-VERIFY PROGRAM: EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2- 4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of $50,000 with any agency of the Commonwealth

to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

O. **BACKGROUND INVESTIGATIONS:** As defined in DOC Procedure 101.8, the DOC may require partial or limited background investigations for Contractor staff assigned to this Contract. The Contractor shall be required to pay for all background investigations processed for staff. Investigations are charged at a rate of $90.00 for a partial background check and $50.00 for a limited background check. Fees are on a per-investigation basis and will be invoiced by DOC Accounts Receivable. Contractor employees will be required to complete the Authority for Release of Information (Form 101_F13, Attachment D). The Contractor shall allow the DOC Background Investigation Unit access to review the Contractor staff personnel and employment records.

If derogatory information is discovered during the background investigation(s), the DOC may require reassignment of Contractor staff or immediate cancellation of the Contract.

The DOC may, on an ongoing basis, require an updated VCIN report/background review at any time. Information obtained from this investigation may result in Contractor staff's immediate removal from state property.

The Contractor shall notify DOC Contract Administrator within 48 hours of occurrence in the event any Contractor staff assigned to provide services to the DOC is:

- charged with a criminal offense either on or off the job;
- convicted of a criminal offense of any kind; or
- in receipt of an administrative suspension, censure or failure to renew any license, certification or professional membership that is required under the terms of this contract.

Contract award may be contingent upon the Contractor and/or Contractor staff receiving a favorable report.

Note: In the event of any staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The DOC Warden, Superintendent or Chief may remove any Contractor employee that the Warden, Superintendent or Chief feels threatens the health or safety of staff/inmates/supervisees, security of the facility or quality of the service provided by the Contractor.

Due to the confidential information that is required, do not submit the Authority for Release of Information unless requested by the DOC.

P. **CONFIDENTIAL INFORMATION:** The Contractor acknowledges that in the performance of this contract, confidential and proprietary supervisee information will be

made available to the Contractor. The Contractor agrees to maintain the confidentiality of the supervisee information. The Contractor will not disclose any supervisee information to any third party without prior written authorization from the DOC. These obligations will apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.

Q. **DRUG FREE WORKPLACE:** The Contractor's employees assigned to this contract will be subject to a pre-employment drug screening processed by the Contractor. All contract personnel shall be subject to a post accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractor's employees assigned to this contract, who work in correctional facilities, detention centers, diversion centers, probation and parole offices, and central or regional offices or with supervisees, will be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.

R. **FRATERNIZATION PROHIBITION:** The Contractor's staff assigned to provide services to the Department of Corrections shall not interact with supervisees in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the supervisee and Contractor staff and engaging in romantic or sexual relationships with supervisees.

S. **HIRING PRACTICES:**

a. HIRING PRACTICES: In the event a Contractor proposes to employ ex-supervisees, the DOC may determine that it is not in the best interest to allow some ex-supervisees to provide service. Some of the factors that the DOC may consider are: where the ex-supervisee served time, the nature of the crime and the length of time since sentence obligation was completed.

b. HIRING PRACTICES: All employees utilized for any contract resulting from this solicitation in "a direct consumer care position" must be in compliance with Code of Virginia 37.2-416. Furthermore, the Contractor must have the written consent of the Purchasing Agency's Contract Administrator before any employee, subcontractor, volunteer or other person with a conviction (including an Alford plea for a criminal offense for which the penalty of twelve months or more of incarceration could have been imposed) or a founded violation against his/her licensure or credential may provide or continue to provide services under any contract resulting from this solicitation.

The Purchasing Agency's Contract Administrator may, at his/her discretion, issue or withhold written consent based on but not limited to:

- Nature of the offense, status or violation in relation to the duties of the position and Purchasing Agency policies and procedures.
- Nature of any imposed penalty or sanction and final outcome.
- Length of time since the offense or violation.
- Evidence of the completion of the penalty or sanctions.
- Nature of the likely interaction between the person and supervisees or the DOC organizational unit.

- Access to Purchasing Agency and supervisee records.

T. **PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors' staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with **inmates/**supervisee shall review the Prison Rape Elimination Act (PREA) http://www.vadoc.virginia.gov/procure/. Contractors and Contractors' staff must receive training (at the Agency location where services are to be performed) on their responsibilities, under PREA including the Agency's sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors' staff agree to abide by the Agency's zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

VI. METHOD OF PAYMENT

The Contractor will be paid upon completion of services monthly in arrears. A valid invoice, Attachment M, Monthly Invoice Summary (attached) Attachment N, and Substance Use Disorder Treatment Services Sign-In Log, shall be submitted to the Purchasing Agency by the tenth of the month following the month of service. When possible, in-person groups are to be offered; however, virtual groups are an approved route of service. When utilizing a virtual format, cameras are encouraged to enhance group engagement but snapshots are not required for documentation purposes. All providers will utilize the same sign-in log, understanding that virtual groups will be documented by the provider. Payment will be made 30 days after the invoice is received and accepted by the Purchasing Agency. The supervisee may be required to pay co-pays. All co-pays will be agreed upon as part of the supervisee's treatment plan. Payment will be made in accordance with the Prompt Payment Act of Virginia. The DOC reserves the right to discontinue the Tele-therapy virtual option for services at its discretion.

The Contractor shall ensure that referred supervisee co-payments are shown on invoices presented to the Purchasing Agency. Invoices shall detail the name of each referred supervisee, dates of service, unit of service delivered (group/session), fee for service per the contract, any referred supervisee co-payments and amount due. The Provider shall provide each referred supervisee a written receipt for each co-payment. The collection of referred supervisee co- payments shall be handled through the Provider's normal means. Those supervisees determined to not be receiving Medicaid or other 3-party insurance will be paid for according to this contract. VADOC ***will not be responsible to pay*** *for any co-pays or overages incurred for a supervisee who is covered by Medicaid or another 3rd-party payer.*

Any terms included on the Contractor's invoice will have no force or effect and will in no way bind the VADOC.

VII. ATTACHMENTS

ATTACHMENT A: BID FORM

Failure to complete and provide this Bid Form may result in rejection of your bid.

1. VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:

Name: _____ Phone: _____

Email: _____

2. VENDOR INFORMATION:

Company Name: _____

Phone Number: _____

Fax Number: _____

Address: _____

eVA Vendor ID or DUNS Number _____

Years in Business: Indicate the length of time the Company has been in business providing this type of good or service: _____Years _____Months

3. CURRENT OR RECENT ACCOUNTS:

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Scope of Work/Description of Items (Specifications) in the Invitation for Bids. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _____

Project: _____

Dates of Service: _____ $ Value: _____

B. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

E-mail: _

Project: _

Dates of Service: _____ $ Value: _____

C. Company: _____ Contact: _____

Phone: (____) Fax: (____) _____

E-mail: _____

Project: _____

Dates of Service: $ Value: _____

4. PRICE SCHEDULE:

The Bidder agrees to provide the services in compliance with the Scope of Work of this Invitation for Bid at the rates listed below. Bidders bidding multiple prices where only one price is requested, bidding on services not solicited or bidding units of measure other than specified will be considered non-responsive. Bidders failing to indicate which service can be provided at each selected Vendor location, or bidders providing pricing for a service and then not indicating which location the service will be provided, will be considered non-responsive.

Bidders may bid on providing any service 1-4 (below) or any combination of these services as described in Section II: Scope of Work. For each of the service, bidders shall indicate at which locations service(s) can be offered.

Note: Any bidder who enters $0 on a pricing blank or leaves it blank shall be considered nonresponsive.

NOTE: Prices shall be all inclusive and include all applicable fees. The DOC will not pay additional for mileage, fuel, training, training material, or any other expenses other than the pricing listed in the Price Schedule.

LIST PRICES FOR ALL SERVICES CONTRACTOR SHALL OFFER

Services conducted at the *Contractor's* location: (*All services shall be provided in the Commonwealth of Virginia*)

1. Bio-Psychosocial Assessment ..... $_____ per person per session

2. Outpatient Group Counseling ..... $_____ per person per session

3. Intensive Outpatient Counseling ..... $_____ per person per session

4. Individual Session ..... $_____ per person per session

Please check all **Purchasing agency** locations in which you agree to provide services at the applicable rates stated for "Services to be provided at Contractor's location** and circle each of services that you agree to provide at each District.

****Services are to be provided in the Contractor's location, which must be physically located within the catchment area of the district being served.**

WESTERN REGION
Danville Probation and Parole District **14** 211 Nor Dan Drive Danville, VA 24540 1 2 3 4 ☐
Martinsville Probation and Parole District **22** 32 Bridge Street S #300C Martinsville, VA 24112 1 2 3 4 ☐
Rocky Mount Probation and Parole District **37** 155 Grassy Hill Road Rocky Mount, VA 24151 1 2 3 4 ☐

☐ VENDOR LOCATION ONLY List the Contractor address(es) below where services are to be provided, and also circle each applicable service that you agree to provide at your office.

1 2 3 4

_____ _____

_____ _____

_____ _____

_____ _____

5. **CONTRACTOR ASSIGNED STAFF**: The Contractor shall list the names and credentials (licenses, professional certifications) of all staff assigned to the DOC account to provide the services detailed in this Invitation for Bids.

Name: Credentials:

A. _____

B. _____

C. _____

Note: In the event of any staff turnover or staff reassignments, the Contractor shall notify the DOC and shall submit the appropriate background history questionnaire, authority for release of information and have fingerprints obtained for any proposed new staff member. This shall be in addition to the requirement to provide the required credentials information. The DOC Warden, Superintendent or Chief may remove any Contractor employee that the Warden, Superintendent or Chief feels threatens the health or safety of staff/inmates/offenders, security of the facility or quality of the service provided by the Contractor.

6. **CURRENT OR RECENT ACCOUNTS:**

Indicate below a minimum of three (3) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Scope of Work/Description of Items (Specifications) in the Invitation for Bids. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: ( ) _____ Fax: ( )

E-mail: _____

Project: _____

Dates of Service: _____ $ Value: _____

B. Company: _____ Contact: _____

Phone: ( ) _____ Fax: ( ) _____

E-mail: _____

Project: _____

Dates of Service: _____ $ Value: _____

C. Company: _____ Contact: _____

Phone: ( ) _____ Fax: ( ) _____

E-mail: _____

Project: _____

Dates of Service: _____ $ Value: _____

D. Company: _____ Contact: _____

Phone: ( ) _____ Fax: ( ) _____

E-mail: _____

Project: _____

Dates of Service: _____ $ Value: _____

7. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

8. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

☐ Yes ☐ No

In compliance with this Invitation for Bids (IFB) and to all the conditions imposed herein, the undersigned agrees to furnish the services in accordance with this IFB and the signed Bid Form and certifies that all information provided herein is true, correct, and complete.

Company Name: (Print)
Signature:
Name (Print):
Title (Print):
Date:

NOTE: Failure to sign the bid in the space provided above may result in the rejection of your bid. Failure to accept all of the terms in the IFB or altering any of the terms and conditions or altering the Price Schedule will result in the rejection of your bid.

Bidders also must complete & submit Attachment A (Bid Form), Attachment B (Supplier Diversity & Small Business Subcontracting Plan, and Attachment C (State Corporation Commission).

ATTACHMENT B: SUPPLIER DIVERSITY & SMALL BUSINESS SUBCONTRACTING PLAN

*****Note to Bidders: Follow the below instructions (1) if providing an electronic response in the eVA Sourcing and Contracting Module. If not, complete section (2) below.*****

(1)

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. 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 bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

****Note to Bidders: Complete the below "paper response" form (2) if this solicitation was not issued from the eVA Sourcing and Contracting Module or if you are not providing an electronic response in the eVA Sourcing and Contracting Module*****

(2)

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to include this document with their bid response in order to be considered responsive.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. 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 bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Who will be doing the work: ☐ **I plan to use subcontractors** ☐ **I plan to complete all work**

Instructions

A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bid to be considered and the bidder to be declared responsive, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in relation to the bidder's total price for the initial contract period in Section B.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number:_____ Certification Date:_____

Section B

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 DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____SBSD Certification: _____

Contact Phone: _____Contact Email: _____

_____

Value % or $ (Initial Term): _____Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____SBSD Certification: _____

Contact Phone: _____Contact Email: _____

Value % or $ (Initial Term): _____Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____SBSD Certification: _____

Contact Phone: _____Contact Email: _____

Value % or $ (Initial Term): _____Contact Address: _____

Description of Work: _____

ATTACHMENT C: STATE CORPORATION COMMISSION

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 Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT D: SAMPLE BID SUBMISSION ENVELOPE LABEL
For Bids mailed or delivered by express mail, deliver to the below location:

Bidder's Name:
Bidder's Address:

Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management,
5511-B Biggs Road
Richmond, Virginia 23224

Buyer: Keira Johnson
IFB #: DOC-27-037
IFB Due Date: November 30, 2026 2:00 p.m.

For Bids hand-delivered, deliver to the below location:

Bidder's Name:
Bidder's Address:

Commonwealth of Virginia
Department of Corrections
Procurement and Risk Management,
6900 Atmore Drive
Richmond, Virginia 23225

Buyer: Keira Johnson
IFB #: DOC-27-037
IFB Due Date: November 30, 2026 at 2:00 p.m.

Note to bidders: List the name of the DOC Buyer, the IFB number, and the IFB due date on the outside of your bid envelope.

AUTHORITY FOR RELEASE OF INFORMATION

(NOTE: Prior to making an award, the DOC will contact each bidder who will be required to complete this release form.)

TO WHOM IT MAY CONCERN:I hereby authorize any investigator or duly accredited representative of the Department of Corrections bearing this release or a copy thereof, to obtain any information from schools, residential management agents, employers, criminal justice agencies, or individuals relating to my activities. The information may include, but is not limited to, academic, residential, achievement, performance, attendance, personal history, disciplinary, and conviction records. I hereby direct the release of such information upon the request of the bearer.

This release also authorizes the National Personnel Records Center, or other custodian of my military service record, to release any information and/or copies of documents from my military service record. I understand that the information released is for official use by the Department of Corrections and may be disclosed to such third parties as necessary in the fulfillment of official responsibilities.

I hereby release any individual, including records custodians, from any and all liability for damages of whatever kind or nature which may at any time result to me on account of compliance, or any attempts to comply with this authorization. Should there be any questions as to the validity of this release, you may contact me as indicated below.

Signature: (Full Name)	_____
Print Full Name:	_____
Other Names Used: *(Include All Maiden and Aliases)*	_____
Social Security Number:	_____
Date:	_____
Current Address:	_____
	_____
Telephone Number:	_____
Date of Birth:	_____
Gender:	☐ **Male** ☐ **Female**

ATTACHMENT F: AUTHORIZATION FOR ON-GOING LICENSE/BACKGROUND CHECK(S)

Department of Corrections
Authorization for On-going License/Background Check (s)

Contract/Memorandum of Agreement #_____

☐ **I authorize the Department of Corrections to perform an annual driver's license check. Loss or suspension of driver's license may result in the DOC disallowing a specific Contractor staff member and/or all Contractor staff the ability to drive state vehicles. My signature below indicates that this authorization will be in effect for the length of my assignment to provide services to the DOC under the terms of this contract.**

☐ **My signature below indicates my authorization for the Department of Corrections to perform an updated VCIN report/background check as part of the overall consideration process for promotion or assignment. Information obtained from this background check may result in my removal from state property.**

_____	_____	_____
Signature	**Printed Name**	**Date**

SEXUAL HARASSMENT TRAINING

COMMONWEALTH of VIRGINIA
Department of Corrections

HAROLD W. CLARKE
DIRECTOR

P. O. BOX 26963
RICHMOND, VIRGINIA 23261
(804) 674-3000

July 12, 2022

DOC Contractor,

Effective July 1, 2020, Section § 2.2-4201 of the Code of Virginia was changed to require contractors with the Commonwealth, who have workers who spend significant time working with or in close proximity to state employees, to complete sexual harassment training developed by the Virginia Department of Human Resource Management (DHRM).

Please use this checklist (also found on the next page) to determine if any of your employees are required to complete the DHRM sexual harassment training. If required, contractors should provide the following training video Preventing Sexual Harassment Training that focuses on understanding and preventing sexual harassment in the workplace.

The below link within the DHRM webpage provides more information regarding the training and requirements:
https://www.dhrm.virginia.gov/public-interest/contractor-sexual-harassment-training
If you have any question regarding this matter, please contact the DOC Procurement Office.

Sincerely,

Christopher Cole
Director of Procurement & Risk Management

SEXUAL HARASSMENT TRAINING (CONTINUED)



DEPARTMENT OF HUMAN RESOURCE MANAGEMENT

CHECKLIST TO DETERMINE IF EMPLOYEES OF THE CONTRACTOR WILL BE REQUIRED TO COMPLETE A SEXUAL HARASSMENT TRAINING MODULE DEVELOPED BY THE DEPARTMENT OF HUMAN RESOUCE MANAGEMENT

State contracts for more than $10,000 and contractors who employ more than 5 employees, must agree to receive sexual harassment training as required by the Code of Virginia, §2.2- 4201.

Effective July 1, 2020, the Code of Virginia § 2.2-4201 states:

"That the Department of Human Resource Management be directed to develop procedures for (i) determining whether an employee of a contractor with state government spends significant time working with or in close proximity to state employees and (ii) if so, requiring such contractor employee to complete any sexual harassment training also provided to state employees if the contractor employee has not received such training within the calendar year in which he begins work on the contract."

Are the contractor's employees on-site at the state agency on a regular basis?	Yes ☐	No ☐
Are the contractor's employees on-site periodically?	Yes ☐	No ☐
Are state employees required to travel with the contractor's employees?	Yes ☐	No ☐
Are state employees required to attend meetings with the contractor's employees on or off-site?	Yes ☐	No ☐
Are state employees required to go to the contractor's facilities for meetings, etc.?	Yes ☐	No ☐
Is there regular telephone, Skype, Facetime, or other similar media contact between state employees and the contractor's employees?	Yes ☐	No ☐
Is there regular contact between state employees and the contractor's employees by the use of e-mail?	Yes ☐	No ☐
Are other forms of electronic media such as texts, IMs, etc., used on a regular basis for communication between the state employees and the contractor's employees?	Yes ☐	No ☐

If the answer is "yes" to any of the above questions, then the contractor's employees must receive Sexual Harassment training provided by the DHRM.

This training is available on the Department of Human Resource Management web page at www.dhrm.virginia.gov