



**THE DEPARTMENT OF BEHAVIORAL HEALTH AND
DEVELOPMENTAL SERVICES (DBHDS)
1220 BANK STREET
RICHMOND, VA 23219**



REQUEST FOR PROPOSAL (RFP)#	720-5121-85946
ISSUE DATE:	January 21, 2025
TITLE:	Peer-Led Wellness Stay Program
COMMODITY CODE(S):	95276 - Respite Care 95278 - Safe Housing 95259 - Human Services
ISSUING AGENCY:	Commonwealth of Virginia Department of Behavioral Health and Developmental Services
Using Agency and/or location(s) where work will be performed:	DBHDS/Commonwealth of Virginia-DBHDS Regions 2 and/or 5

Period of Contract: One year from date of DBHDS execution and renewable in accordance with Special Terms and Conditions *Renewal of Contract* clause.

Electronic Sealed Proposals Will Be Received Until **MARCH 19, 2025 AT 10:00 AM**, local prevailing time, For Furnishing The Goods/Services Described Herein.

If an offeror has questions about the solicitation, questions shall be emailed to Pamela Logan, DBHDS Senior Procurement Officer at pamela.logan@dbhds.virginia.gov. **Pamela Logan is the single point of contact for this procurement. Communication, regarding this solicitation, with anyone else may result in disqualification of the Offeror(s).**

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held; see SECTION VII. for further information.

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.e 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.

TABLE OF CONTENTS

SECTION	PAGE
I. PURPOSE	3
II. BACKGROUND	3
III. STATEMENT OF NEEDS	3
IV. PROPOSAL PREPARATION	7
V. EVALUATION AND AWARD	10
VI. REPORTING AND DELIVERY	11
VII. PRE-PROPOSAL CONFERENCE	11
VIII. METHOD OF PAYMENT	11
IX. GENERAL TERMS AND CONDITIONS	12
X. SPECIAL TERMS AND CONDITIONS	18

ATTACHMENTS

A. Offeror Data Sheet

B. Small Business Sub-Contracting Plan

C. State Corporation Commission Form

D. Proprietary/Confidential Information Identification

E. Business Associate Agreement

01 – Service Level Agreement

DEFINITIONS/ACRONYMS

ACRONYM/KEY TERM	MEANING/DEFINITION
Request for Proposals (RFP)	All documents, whether attached or incorporated by reference, utilized for soliciting proposals; the RFP procedure requires negotiation with offerors (to include prices) as distinguished from competitive bidding when using an Invitation for Bids.
DSBSD	Department of Small Business and Supplier Diversity
DUNS #	The Dun & Bradstreet D-U-N-S Number is a unique nine-digit identifier for businesses.
CA	Contract Administrator
CPRS	Certified Peer Recovery Specialist
RCO	A recovery community organization (RCO) is a non-profit organization that provides support services, education, and advocacy for people recovering from substance use disorders. A RCO provides peer-based recovery support services, such as recovery support training and education. They offer a physical space for recovery support services; provide recovery-focused community-based education and outreach programs; advocate for fair and equitable laws and policies for people in recovery; and they organize recovery-focused policy advocacy activities.
DBHDS Region 2	City of Alexandria, Arlington County, Fairfax County; Cities of Fairfax & Falls Church, County of Loudoun, County of Prince William; Cities of Manassas & Manassas Park
DBHDS Region 5	City of Chesapeake, James City & York Counties; Cities of Poquoson & Williamsburg, Accomack & Northampton Counties, Cities of Hampton & Newport News, Essex, Gloucester, King & Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, & Westmoreland Counties, City of Norfolk, City of Portsmouth, City of Virginia Beach, Isle of Wight & Southampton Counties; Cities of Franklin & Suffolk

- I. PURPOSE:** The purpose of this solicitation is to solicit sealed proposals from qualified offerors to establish term contracts through competitive negotiations for a Contractor(s) to operate two (2) Peer-Led Wellness Stay Programs in the Commonwealth of Virginia.
- II. BACKGROUND:** The Commonwealth’s first pilot Peer-Led Wellness Stay was launched in DBHDS’ Region 3 in 2020 under the Mount Rogers Community Services Board. The \$3.4 million allocation includes ongoing operational funding for the Region 3 Lighthouse.

In FY2025, the Commonwealth of Virginia General Assembly approved the development of two (2) new Peer-Led Wellness Stay programs in the Commonwealth. DBHDS is interested in establishing contracts to develop two new Peer-Led Wellness Stay programs, one in DBHDS’ Region 2 and one in Region 5.

The Commonwealth of Virginia adopts the term *Peer-Led Wellness Stay* versus a *Peer Respite*; however, they are one in the same.

A PEER-LED WELLNESS STAY IS:

- ✓ A recovery-oriented, community-driven, non-clinical, and voluntary service that provides short-term residential support to individuals experiencing mental health crises or emotional distress.
- ✓ Uniquely staffed and managed by peers – individuals who have lived experience with mental health challenges and recovery.

A PEER-LED WELLNESS STAY PROVIDES:

- ✓ Short-term support to individuals experiencing behavioral health crisis or emotional distress in a residential setting.
- ✓ A hospital diversion and an alternative to higher levels of care such as inpatient facilities.
- ✓ Dynamic communities where individuals can connect with others and seek, and receive recovery-oriented support.
- ✓ A peer-to-peer resource with peers in leadership, provider and supporter roles (this design departs from the traditional mental health system by creating alternative service delivery paradigms).
- ✓ Support to mental health service users in preventing and overcoming psychiatric crises by providing peer support in a setting intended to be recovery focused, supportive and enhance community connections.
- ✓ An opportunity for individuals served to learn and grow, find ways to support one another and remain connected and engaged in their lives and communities.
- ✓ Support in the continuity of the individuals served community relationships, including relationships with mental health and medical providers.

A Peer-Led Wellness Stay is not the same as professional counseling or formal treatment; it provides individuals with emotional, motivational, informational, and non-medical and non-clinical peer support. They are not designed to substitute for inpatient hospitalizations rather as alternatives to these higher levels of care.

III. STATEMENT OF NEEDS:

DBHDS intends to award multiple contracts as a result of this solicitation; one to a Contractor located in DBHDS Region 2, and one to a Contractor located in DBHDS Region 5. Offerors may submit a proposal to provide services in one (1) or in both of these regions; however, if an offeror is interested in proposing to provide services in both regions, separate proposals must be submitted.

The Contractor shall provide all personnel, labor, supervision, equipment, and incidentals to develop and operate a Peer-Led Wellness Stay Program. The primary goal is to offer recovery-focused support in a home-like environment that is safe and where individuals can find rest, receive peer support and develop renewed wellness plans and reengage in coping strategies without relying on traditional psychiatric interventions.

DBHDS supports the principles of recovery, the importance of peers, and the power of lived experience to facilitate individuals’ reaching their goals. Individuals served in the Peer-Led Wellness Stay should have the opportunity to better understand themselves and the personal and relational patterns they have developed, determine what strategies are helpful to them, and explore new ways of thinking while working with Contractor staff. Individuals served should be

supported in continuing to participate in community activities, including work, school, or volunteering. It is DBHDS' expectation that the Peer-Led Wellness Stay will be an effective early intervention to prevent hospitalization and facilitate recovery.

A. CONTRACTOR MANDATORY REQUIREMENTS: The Contractor shall:

1. Be a Recovery Community Organization.
2. Allow the individual to reside in the program a minimum of one (1) to seven (7) days; however, ensure the maximum stay does not exceed fourteen (14) days.
3. Ensure Commonwealth of Virginia Certified Peer Recovery Specialists (CPRS) are on staff 24 hours a day/7 days a week to support individuals served during their voluntary stay at the house; and to address individuals' needs; including but not limited to ensuring a quiet room is available and ensuring access to one-on-one peer support. The CPRS assigned to provide services shall remain certified throughout the term of the contract.
4. Ensure the Peer-Led Wellness Stay program is staffed and operated by people with psychiatric histories, substance use disorders, or who have experienced trauma and/or extreme states. This means that 100% of staff have lived experience with mental health and/or substance use challenges and are in successful and ongoing recovery.
5. Ensure the Peer-Led Wellness Stay meets the Service Specifications and Standards set forth below. In addition, the Contractor must fully integrate the following principles into its service delivery structure:
 - a. Service delivery emphasizes shared responsibilities, mutual learning, flexibility, and reciprocal relationships between the individuals served and the CPRS.
 - b. Services are based on the choices, strengths, and vision of recovery of the individual served.
 - c. Services are trauma informed. CPRS must understand the vulnerabilities or stressors of individuals impacted by trauma; therefore, services shall be delivered in a manner that is supportive and avoids re-traumatization.
 - d. The personal and community relationships of the individuals served are supported, including those with current service providers.
 - e. Services are culturally and linguistically competent.

B. CONTRACTOR PHYSICAL SITE (Location): The Contractor shall provide temporary community-based living arrangements in a distinct physical site away from the current living situation of the individual served. The Peer-Led Wellness Stay cannot be delivered in the same setting the individual resides in and can only be provided by the Contractor. The Contractor may purchase an already constructed/built home or rehab a current home (construction of a new home is not allowed). The physical site shall:

1. Accommodate minimally two (2) to four (4) individuals, not to exceed eight (8), to be served with private rooms based on the cost modeling and any relevant zoning restrictions.
2. Comply (and remain in compliance) with all federal, state, and local regulations; and all local zoning regulations. (Knowledge of all regulations and ordinances are the responsibility of the Contractor).
3. Be residential and not be co-located with other mental health or medical services.
4. Provide a warm, friendly, home-like environment.
5. The site should be Americans with Disability Act (ADA) compliant; however, if not, the following physical site requirements shall be met:
 - a. A minimum of one (1) first-floor entrance and exit that must be handicapped accessible to allow entry into and exit from the building.
 - b. At least, one (1) handicapped-accessible bedroom on the first floor.
 - c. First-floor common living areas, including private space as noted above, that must be handicapped accessible.
 - d. Kitchen and dining areas must be handicapped accessible.
 - e. Kitchen facilities that must be modified to allow people to use the kitchen to obtain food and drink outside of mealtimes.
6. Be furnished and equipped with items needed to accommodate individual's living needs; including, but not limited to beds, living room furniture, kitchen furniture, washer and dryer, and utilities (at a minimum hot & cold water, electricity/gas, and heating/air conditioning).

C. PHYSICAL SITE (Peer-Led Wellness Stay) HOUSE RULES:

1. Contractor Responsibilities: The Contractor should:
 - a. Keep the house clean and tidy. The house is defined as all areas with the exception of the individual's bedroom and bathroom. Clean and tidy includes, but is not limited to sweeping/vacuuming/scrubbing the floors, dusting, washing/drying/putting away dishes, and all maintenance and upkeep.
 - b. Keep the property up kept; this includes, but is not limited to trash take out, grass cutting, and snow/ice removal.
 - c. Ensure each individual has access to the kitchen, storage (pantry), microwave and snacks. The CPRS should provide support and/or over-site for meal preparation.
 - d. Provide clean and gently used (if not new) pillows, bed linens, and towels, travel-size unused toiletries, and other supplies necessary to meet the individual's basic needs.
2. Individual Responsibilities: The individual should:
 - a. Keep his/her room and bathroom clean. This includes daily bed-making, no clothes or items on the bedroom floor, ensuring the bathroom sink, toilet and shower/tub is clean and free of any dirt and excessive water after each use.

D. ACCESS AND ADMISSION CRITERIA: The Contractor staff must understand and should ensure; and make sure the individuals served understands the following:

1. The Peer Led-Wellness Stay is voluntary; and individuals should be able to engage in services and activities voluntarily.
2. The Peer Led Wellness Stay is for individuals eighteen (18) years and older, who are living with behavioral health challenges and are experiencing urgent emotional distress and/or emergent crises.
3. The individual served must not present imminent harm to self or others.
4. The individual served and the CPRS must mutually agree that the individual can benefit from the stay.
5. The individual may self-identify as experiencing mental health concerns or distress that does not need immediate hospitalization or medical attention; and has not yet reached a need for traditional psychiatric hospitalization.
6. The individual served can self-administer medication.
7. The individual served must have housing supports available at admission and sign an acknowledgement that the Peer-Led Wellness Stay is not an alternative to homelessness.

E. REFERRALS: DBHDS anticipates that referrals will come from a wide range of sources. The Contractor shall consistently make efforts to ensure that community stakeholders are aware of their services and how to support individuals in accessing it. Referral sources may include, but not be limited to: the individual, family members/informal supports, current behavioral health service providers, local hospitals, primary/medical care providers, law enforcement, and paramedics/EMS.

F. DISCHARGE: The individual should be discharged from the Peer-Led Wellness Stay when the individual:

1. Has reached the maximum length of stay and does not meet criteria for higher levels of care.
2. Has reached his/her goals and transitions out.
3. No longer desires to stay.
4. Requires a higher level of care (i.e. hospitalization for medical or psychiatric care, skilled nursing facility).
5. Leaves the stay before the agreed upon days allowed, and his/her whereabouts are unknown.
6. Poses a significant and current threat to the general safety of anyone at the Peer-Led Wellness Stay or to the property itself.
7. Has not returned to the Peer-Led Wellness Stay house and has not communicated with the staff in 48 hours.
8. Is incarcerated.
9. Is deceased.

G. QUALITY ASSURANCE (QA): The Contractor should adhere to the following QA processes and procedures to ensure contract compliance:

1. **Wellness Planning:** Develop a Wellness Plan for each individual. The Wellness Plan should be developed no later than forty-eight (48) hours after the individual is admitted. The Contractor should provide the individual and DBHDS' Contract Administrator with a copy.
2. **Policies and Procedures:** Establish written policies and procedures regarding the following:
 - a. The provision of backup emergency medical and psychiatric services.

- b. The admission criteria to overt the program being used as an alternative to homelessness.
- c. The procedures involved with an individual leaving the Peer-Led Wellness Stay house; i.e. will an individual be allowed to leave and return during specific hours; is there a certain number of hours he/she can stay out; will he/she have to call if returning late.
- d. The policies of an individual having a guest(s); i.e. will an individual be allowed to have guests; will there be specific guest hours; will the guests only be allowed in the common area; will be guest be allowed to bring anything into the house.

The procedures should also include what measures will be taken if an individual does not adhere to the policies and procedures.

- 3. **Incident reports:** Create an incident report anytime an individual is discharged from the stay. If the individual is discharged for reasons as stated in Section III. Paragraph F.1-2; the incident report should be emailed to DBHDS' Contract Administrator within three (3) business days of the incident. If the individual is discharged for reasons as stated in Section III. Paragraph F. 3-9; the incident report should be emailed to DBHDS' Contract Administrator within 24 hours of the incident.
- 4. **Injury:** Call the DBHDS Contract Administrator if there is any form of injury to the Contractor staff or to any individual during the stay. If there is a need for emergency response (Police, Fire, EMS), the Contractor should immediately call the DBHDS Contract Administrator after calling emergency services. The Contractor should leave a voicemail message and send an email if the DBHDS Contract Administrator does not answer the telephone. The Contractor should then email an incident report as stated in paragraph G.3. above.
- 5. **Personnel:** Email the DBHDS Contract Administrator, within five (5) business days, whenever there is a change in personnel. The email should include the name of the person, the title/position, and a copy of the person's resume and certifications. The email should also state whether it's a new hire or a termination of employment. If a termination of employment, the reason for the termination should be briefly stated.

H. CONTRACTOR'S FAILURE TO PERFORM: DBHDS' Service Level Agreement (Attachment 01) contains some measurable performance requirements, specific levels of achieving those standards and remedies for missing them. The final SLA may include additional provisions based on the proposal received. Any remedies assessed by DBHDS are due and payable as indicated in the SLA. In circumstances where a Remediation Plan is required, the Contractor should develop and provide written plans to the DBHDS Contract Administrator for final approval. Each plan should include a statement about the area of non-compliance with contractual terms, a plan for correcting non-compliance, and a timeline in which the area(s) of non-compliance will be corrected.

Remediation Plans must be approved by DBHDS; and should be submitted as outlined in the final SLA.

The Contractor shall be liable for all remedies imposed by DBHDS. Any dispute between the Contractor and Subcontractor (if applicable) regarding responsibility for any events giving rise to the imposition of the remedies shall not relieve the Contractor of their liability for said remedies.

In addition to the remedies outlined in the final SLA, DBHDS may exercise all available rights and remedies under law and equity.

I. PURCHASING AGENCY REQUIREMENTS: The Purchasing Agency will:

- 1. Perform site visits, of the Contractor's location, as the Purchasing Agency deems necessary, at the Purchasing Agency's discretion.
- 2. Establish and provide the Contractor with the templates to use to provide the quarterly progress reports.
- 3. Establish and provide the Contractor with an invoice and report template that shall be used to document the services provided.
- 4. Provide technical assistance around programmatic challenges (i.e. Contractor's training needs, staffing, and documentation for peer services).

J. CONTRACT ADMINISTRATION:

- 1. The Contractor should: designate a Point of Contact (POC) for DBHDS' Contract Administrator to communicate with regarding all contract inquiries, including but not limited to contract requirements, billing, and problem solving.
- 2. The Purchasing Agency will: designate a Contract Administrator to administer all services performed in conjunction with the contract. As the DBHDS Contract Administrator is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, the DBHDS Contract Administrator will:

- Use all powers under the contract to enforce its faithful performance.
 - Determine the amount, quality, acceptability, and fitness of all aspects of the services.
 - Decide all other questions in connection with the services.
 - Not have authority to approve changes in the services which alter the contract terms or price. Any contract modifications made must first be authorized by the DBHDS Procurement office and issued as a written modification to the contract.
3. The POC and Contract Administrator names and contact information will be exchanged upon contract commencement. If this information changes at any time during the contract, it will be the responsibility of the applicable party to relay this information to the other party.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. OFFEROR SUBMISSION REQUIREMENTS:

This solicitation is a RFP; DBHDS will only accept proposals electronically through eVA. Proposals will be received until the closing date and time specified in the solicitation. It is the Offeror's responsibility to ensure that proposals are received timely. The eVA system allows for the secured and sealed electronic submission of proposals. The Offeror shall make no other distribution of the proposal. Proposals submitted elsewhere, including to other state or federal agencies, will not be accepted. Mailed, faxed or emailed proposals will not be accepted.

Offerors are solely responsible for reviewing, complying, and returning a complete and responsive proposal. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted. In order to be considered for selection, Offerors should submit a complete response to this RFP. There must be:

- One signed original proposal in pdf format, including all Attachments.
- One signed copy of proposal in pdf format, including all Attachments, redacting any proprietary information, if applicable (must be labeled REDACTED COPY).
- A redlined version of this RFP using track changes in Microsoft Word showing revisions requested of the entire RFP document, if applicable. **Additionally, the Offeror shall indicate, using the comment tool, the reason for any language change and/or deletion.**
In order to obtain this document in Microsoft Word; (1) select File, (2) select Export To and (3) select Microsoft Word.

Offerors must be registered in eVA in order to submit an electronic proposal. For more information on how to respond to a solicitation:

1. Go to www.eva.virginia.gov;
2. Click on "Supplier Training",
3. Click on "Viewing and Responding to Solicitations Video" under **Sourcing**.

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care prior to the closing date and time. The contact information for eVA Customer Care is located at www.eva.virginia.gov under the "Get Help-Customer Care" tab.

Prior to the due date, Offerors should:

- Check the status of the solicitation on eVA at www.eva.virginia.gov by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Offeror's electronic submission.
- Always ensure that the proposal response is to the latest version of the solicitation.

If DBHDS issues an addendum to the solicitation, Offerors must submit their proposal after the addendum is issued. Any proposal(s) submitted before an addendum is issued the offeror will need to resubmit their proposal in order to be considered or evaluated.

2. PROPOSAL PREPARATION:

- a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
- e. Proposals font should be Times New Roman; the font size should be 12, the ink color should be black, and the spacing should be single.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary (see Attachment C). 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 will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

3. 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 agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the DBHDS may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Description of the Peer-Led Wellness Stay house to include the following:
 - a. Will the house be an already constructed/built home or the rehab of a current home? Include:
 - A tentative timeline to show the dates and steps needed to get the home up and running and the date when individuals will be accepted.
 - A diagram lay-out of the house.
 - Documentation showing that the house is ADA compliant. If the house is not ADA compliant, the diagram should show that the physical requirements as stated in Section III. Statement of Needs shall be met.
 - b. Physical address of the Peer-Led Wellness Stay to include a copy of any local zoning ordinance(s).
 - c. Description of the physical location where the Peer-Led Wellness Stay program will be located.
 - d. Description of how each room in the house will be furnished.
2. A written narrative statement to include:
 - a. Background information about the Offeror including: its size, number of employees, and annual volume of business.
 - b. Experience in providing the services described herein.
 - c. Names, credentials and resumes of staff to be assigned to provide the services.
 - d. How the staffing structure shall support the full implementation of the Peer-Led Wellness Stay program.
3. Specific plans (what, when, and how) for providing the proposed services including:
 - a. Time frame for implementation of services; include a narrative and timeline for commencement of services.
 - b. A plan of operation to achieve the objectives as defined in Section III: Statement of Needs. Also, include the following :
 - Services milieu; to include a program mission and vision statement,
 - Referral processes,
 - Staff training,
 - Outreach and education activities to enhance services utilization and increase program access. This includes establishing guidelines with traditional providers regarding whether, and how, they reach potential individuals through formal referrals, raising community awareness, organizational policies surrounding how guests will be accepted into the program, and discharge policies; and
 - Policies on deterring the use of Peer-Led Wellness Stay Program being utilized as housing alternatives for the homeless.
 - c. Description of recovery supports and activities available to individuals during their stay.
4. An official copy of internal policies and procedures; to including, but not limited to: the procedures stated in Section III. Statement of Needs, Paragraph G.2., and admission and discharge procedures. If the Offeror does not have procedures already established, a draft copy should be provided. The procedures should outline the Offeror's knowledge and understanding of the Peer-Led Wellness Stay Program.
5. Description of the specific features that distinguish the Offeror from other Offerors in the field and state how the Offeror evaluates the effectiveness of its services.
6. A list of all business clients lost within the last three (3) years and include a contact name, title and telephone number. In addition, state the length of service at the account and reason for loss.
7. Description of the Offeror's method for dealing with problems and complaints presented by the Department of Behavioral Health and Developmental Services employees detailing at what point the problem would escalate to the next level of supervision/management.

8. Attachments
 - Attachment A – Offeror Data Sheet
 - Attachment B – Small Business Sub-Contracting Plan
 - Attachment C – State Corporation Commission Form
 - Attachment D – Proprietary/Confidential Information Identification
 - Attachment E – Business Associate Agreement
9. A copy of the Offeror’s most recent independently audited financial statements.
10. Key Performance Indicators (KPI). The Offeror shall identify metrics that will be used in measuring the Contractor’s performance against the resulting contract. The KPIs must be:
 - i. Specific
 - ii. Measurable
 - iii. Attainable
 - iv. Reportable
 - v. Trackable

V. EVALUATION AND AWARD CRITERIA:

A. EVALUATION CRITERIA: Proposals will be evaluated by the DBHDS using the below criteria.

Price Evaluation Criteria: The lowest price shall be scored the maximum number of evaluation points for price. The lowest price is then divided by each of the higher Offeror’s proposed prices in turn. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher priced proposal.

The following evaluation criteria will be used for all proposals received; however, proposals will be evaluated based on the region that the offeror proposes to provide services. For example, all proposals received to provide services for Region 2 will be in one group and all proposals received to provide services for Region 5 will be in one group.

SERVICES	POINT VALUE
Location; Peer-Led Wellness Stay Programs proposed to be located in Region 2 or Region 5 will receive the full 10 points; all proposals received for any other regions will receive 0 points.	10%
Offeror is a Recovery Community Organization.	10%
Specific plans or methodology to be used to perform the services. <i>Specific attention should be given to: How the admission criteria will be established to overt the program being used as an alternative to homelessness, the staffing and staffing structure, the outreach and education activities to be provided.</i>	30%
Implementation of services; how the offeror proposes to get the services up and running and the timeframe they propose to have the implementation completed	15%
References	5%
Small Business Subcontracting Plan	20%
Price	10%
Total	100%

B. AWARD: Reference Special Terms and Conditions *Award* clause.

VI. REPORTING AND DELIVERY INSTRUCTIONS: The Contractor should:

1. Provide quarterly progress reports using templates provided by the Purchasing Agency.
2. Provide an annual year-end report before September 30. The report should data demonstrating the program's efficacy in addressing the identified issue. The data should be presented in a graph or table demonstrating data measured prior to implementation and at monthly or quarterly intervals thereafter. It should also include a brief narrative review of the results, and any recommendations for improvement.
3. Submit Evidence of Compliance with Small Business Subcontracting Plan for each subcontractor listed, via the Subcontractor Payment Reporting tool, accessible within the Contractor's eVA account, on a monthly basis. Failure to do so may cause the Contractor to be in breach of contract.
4. Submit Evidence of Compliance with Small Business Subcontracting Plan for each subcontractor that is not a DSBSD-certified business, via the Subcontractor Payment Reporting tool, accessible within the Contractor's eVA account, on a monthly basis. Failure to do so may cause the Contractor to be in breach of contract.

VII. OPTIONAL, VIRTUAL PREPROPOSAL CONFERENCE:

An optional, virtual, preproposal conference will be held via **MICROSOFT TEAMS** on **FEBRUARY 27, 2025 AT 10:00 AM**, local prevailing time. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Have a copy of the solicitation with you during the meeting. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Offerors interested in attending must email Pamela Logan at pamela.logan@dbhds.virginia.gov **before FEBRUARY 24, 2025** in order to register for the pre-proposal conference. Requests to attend received after this deadline may not be honored. Email the following information: (1) your company's name, (2) the name of the person attending the preproposal conference and (3) the person's email address. We ask that one (1) representative per company attend the conference. After the registration closes, registrants will be sent instructions on how to attend.

VIII. METHOD OF PAYMENT:

A. Payment: DBHDS will make payments, in accordance with the Prompt Pay Act after receipt and acceptance of goods/services and an accurate invoice. Payment will be made based on the Contractor's CARDINAL account. CARDINAL is the Commonwealth of Virginia's (COV) State Accounting System. Contractor's can select to be paid via EPAY, via EDI/check or via VISA (the Commonwealth's small purchase or gold card charge card).

- **EPAY** – when a Contractor is set-up for EPAY, payments will go onto a Virtual Credit/Debit Card.
- **EDI/CHECK** - when a Contractor is set-up for EDI/check, payment will be made by check or electronic payment. Checks will be mailed 30 calendar days after the receipt of the goods, services, or invoice, whichever is later; therefore, there could be a 7 – 10 day delay before the vendor receives the check. If EDI is selected, payments will show up in the Contractor's selected bank account on the due date.
- **VISA** - VISA is the Commonwealth's purchase charge card (pcard). When a Contractor is set-up for pcard payment, he/she will receive an encrypted email with the pcard holder's card information. When VISA is the payment of choice, the Contractor shall be responsible for eVA Transaction and Credit Card Merchant Processing Fees; fess shall not be applied to any invoice issued to the COV.

B. Invoices - All invoices must be submitted utilizing the template provided by the Purchasing Agency. Failure to utilize the Purchasing Agency's invoice may result in the invoice being returned for correction and/or a delay in the Contractor receiving payment. The Contractor shall submit their invoice to the following address by the 10th day of the month following the month in which services were rendered. Invoices shall be sent to:

DBHDS – Accounts Payable
1220 Bank Street
PO 1797
Richmond, VA 23218-1797

If transmitting an invoice through an email system, the document needs to be sent to:

AccountsPayable@DBHDS.Virginia.GOV. The Contract Administrator should also be copied in the email.

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

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

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - 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 Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - 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 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.
 - 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 proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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 proposal on the official state form provided for that purpose may 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 Commonwealth 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 offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

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

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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth 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 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 proposal under this solicitation, the 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 offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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

Profession/Service	Limits
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/ July 1, 2024, through June 30, 2025 \$2.65 million July 1, 2025, through June 30, 2026 \$2.70 million July 1, 2026, through June 30, 2027 \$2.75 million July 1, 2027, through June 30, 2028 \$2.80 million July 1, 2028, through June 30, 2029 \$2.85 million July 1, 2029, through June 30, 2030 \$2.90 million July 1, 2030, through June 30, 2031 \$2.95 million
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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 in eVA (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:** An 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 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.

V. **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 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 offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the 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 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 that the legislature has appropriated funds that are legally available or may hereafter become legally 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 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, offerors 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 proposals.
- Y. **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state 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.
- AA. **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 Commonwealth 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 Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth 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 Commonwealth and not by employees or other third parties.

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

X. SPECIAL TERMS AND CONDITIONS

1. **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.
2. **AWARD TO MULTIPLE OFFERORS:** Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. The offeror shall state any exception to any contractual terms or conditions, including any liability provisions contained in the Request for Proposal in writing at the time of responding to such Request for Proposal if so requested by the Commonwealth. Such exceptions shall be considered during negotiation but shall not be used as a basis for scoring or evaluating which offerors are selected for negotiations. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth 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.
3. **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.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.
5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for three (3) optional one-year successive 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-U 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 **Other Services** category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
6. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** Contractor certifies that firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.
7. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:**
 - A. **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 offerors 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 offeror shall note such on the Small Business Subcontracting Plan. No offeror 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 proposals. All proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. The Contractor's failure to obtain the proposed participation dollar value of percentages may result in a breach of the contract.

B. **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 monthly 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.

C. **Prime Contractor Subcontractor Reporting:**

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

8. **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.

9. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at proposal prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

10. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of DBHDS. 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.

If the contract is supported in whole or in part with federal funds, the contractor shall not subcontract to any subcontractor that is excluded from Federal Procurement and Non-procurement Programs. In no event shall contractor subcontract to any subcontractor that is debarred by the Commonwealth of Virginia or who owes back taxes to the Commonwealth of Virginia and has not arranged for payment of such back taxes.

If the contractor subcontracts the provision of any performance obligation under the contract to any other party, the contractor shall (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under any subsequent contract; and (ii) represent and warrant that any authorized subcontractors shall perform in accordance with the terms, conditions, including warranties, set forth in any contract.

11. **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.

12. **CONTINUITY OF SERVICES:**

- a.) 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.
- b) 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.
- c) 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.

13. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, an offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission (SCC). Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its proposal a statement describing why the offeror 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 offeror 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.

14. **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.

15. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- Evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- A certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- A certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- As requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.



**THE DEPARTMENT OF BEHAVIORAL HEALTH AND
DEVELOPMENTAL SERVICES (DBHDS)
1220 BANK STREET
RICHMOND, VA 23219**



NOTE TO OFFEROR:

The following attachments must be completed, signed (when applicable) and submitted with your proposal; failure to submit a complete proposal may result in you receiving lower evaluation scores.

ATTACHMENT A	Offeror Data Sheet
ATTACHMENT B	Small Business Subcontracting Plan
ATTACHMENT C	State Corporation Commission Form
ATTACHMENT D	Proprietary/Confidential Information Identification

The following attachment does **NOT** have to be submitted with your proposal; however, it must be signed before an offeror will be awarded a contract.

ATTACHMENT E	Business Associate Agreement
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ATTACHMENT A: OFFEROR DATA SHEET

The offeror must have the capability and capacity in all respects in order to fully satisfy all of the contractual requirements.

OFFEROR/COMPANY NAME:	
COMPANY ADDRESS:	
Is your company a Recovery Community Organization?	<input type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS FOR PROPOSED PEER-LED WELLNESS STAY HOME:	
THE HOME IS LOCATED IN DBHDS REGION:	<input type="checkbox"/> Region 2 <input type="checkbox"/> Region 5
YEARS IN BUSINESS:	___ year(s) ___ months (providing this type of service)
eVA VENDOR ID#:	
DSBSD CERTIFICATION #:	
DSBSD CERTIFICATION TYPE & EXPIRATION:	
DUNS#:	
PERFORMANCE/DELIVERY DATE:	___ earliest firm delivery/performance start date after receipt of order (ARO)
ARE YOU A SUBSIDIARY FIRM?	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, list the name and location of your parent affiliation:
CONTRACTOR'S REPRESENTATIVE: The Contractor shall assign one (1) representative to be in contact with DBHDS for any questions regarding your proposal; as well as any contract that may result from this solicitation. The Contractor's representative shall handle and resolve all issues including, but not limited to billing and reporting.	Representative's Name: Representative's Telephone: Representative's Email:
REFERENCES: Provide two (2) references where similar goods and/or services have been provided. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, email address and telephone number. DBHDS and/or Community Services Boards (CSB) shall not be used as a reference.	
ORGANIZATION: ADDRESS: CONTACT PERSON: EMAIL ADDRESS: TELEPHONE:	ORGANIZATION: ADDRESS: CONTACT PERSON: EMAIL ADDRESS: TELEPHONE:

License Type: Commonwealth of Virginia Certified Peer Recovery Specialist, Name(s):	Certification Number:	Expiration Date:

SUBCONTRACTING: I plan to use a subcontractor(s). I do not plan to use a subcontractor(s).

Subcontractor Name & Address:
Subcontractor eVA Vendor ID #:
Subcontractor Qualifications:
Subcontractor Experience:

PRICING SCHEDULE

RFP#: 720-5121-85946

Peer-Led Wellness Stay Program

One-Time Advance Payment

DBHDS may provide a one-time advance payment that may be used for infrastructure improvements, staff development, and equipment/appliances; this is not exhaustive, and other ideas may be considered. However, the advance funds may not be used for new construction, vehicles, salary increases or bonuses for existing staff, or any Contractor costs incurred prior to a DBHDS contract awarded as a result of this solicitation.

If your company requires a one-time advance payment, use the spacing below to detail how the funds would be utilized and the total payment being requested.

DESCRIPTION	COSTS
	\$
	\$
	\$
	\$
	\$

TOTAL ONE-TIME ADVANCE PAYMENT: \$

On-Going Costs

Enter the all-inclusive cost for your company to provide Peer-Led Wellness Stay Services on a per person per day basis, for each individual, as described in the solicitation. The all-inclusive cost should include all costs (including administrative) associated with providing the goods and services.

\$ _____ per person per day

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 in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

Name of Firm:	
Address of Firm:	
Printed Name:	
Signature:	
Email Address:	
Date:	

ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

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 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. 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).

Offeror 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 offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD certified small 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 DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror’s total price.

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 offeror’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

SUBCONTRACTOR #1:	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	

SUBCONTRACTOR #2:	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	

SUBCONTRACTOR #3:	
Company Name:	SBSD Cert #:
Contact Name:	SBSD Certification:
Contact Phone:	Contact Email:
Value % or \$ (Initial Term):	Contact Address:
Description of Work:	

SUBCONTRACTOR #4:	
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 FORM

Virginia State Corporation Commission (SCC) registration information.

The Offeror: _____

<input type="checkbox"/>	is a corporation or other business entity with the following SCC identification number: _____
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust
<input type="checkbox"/>	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 offeror 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 offeror's out-of-state location)
<input type="checkbox"/>	is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror'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.
<input type="checkbox"/>	**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 proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): <input type="checkbox"/>

ATTACHMENT D: PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained, as well as the page numbers, and must 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. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Firm/Offeror: _____, invokes the protections of § 2.2-4342F of the Code of Virginia for the following portions of my proposal submitted on _____ (Date).

Signature: _____

Title: _____

DATA/MATERIAL TO BE PROTECTED	SECTION # & PAGE #	REASON WHY PROTECTION IS NECESSARY

ATTACHMENT E: BUSINESS ASSOCIATE AGREEMENT



COMMONWEALTH of VIRGINIA

***DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL SERVICES***

Post Office Box 1797
Richmond, VA 23218-1797

Telephone (804) 786-3921
Fax (804) 371-6638

NELSON SMITH
COMMISSIONER

BUSINESS ASSOCIATE AGREEMENT

720-5121-85946

PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION

THIS BUSINESS ASSOCIATE AGREEMENT is made as of **ENTER DATE**, by the Department of Behavioral Health and Developmental Services (herein referred to as “Covered Entity”), with an office at 1220 Bank Street, Richmond, VA 23219 and **[Insert Name of Business Associate]** (here in referred to as “Business Associate”), a corporation, department or other entity with office at **[Insert Location of Business Associate]**.

This BUSINESS ASSOCIATE AGREEMENT (herein referred to as the “Agreement”) constitutes a non-exclusive agreement between the Covered Entity, which administers health services, and the Business Associate named above.

The Covered Entity and Business Associate have entered into this Business Associate Agreement to comply with the Health Insurance Portability and Accountability Act (HIPAA). The parties signing this Agreement shall comply fully with the provisions of the HIPAA Rules.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

I. Definitions: As used in this contract, the terms below will have the following meanings:

- a. Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean **[Insert Name of Business Associate]**.
- b. Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Department of Behavioral Health and Developmental Services.
- c. Protected Health Information (PHI): Any information that is created or received by a Covered Entity that relates to the past, present, or future physical or mental health or condition of an individual, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

II. Obligations and Activities of Business Associate:

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information, as required at 45 C.F.R. 164.410.
- d. In accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- e. Report to the Covered Entity any security incident of which it becomes aware.
- f. Business Associate shall notify the Covered Entity of a breach of unsecured PHI on the first day on which such breach is known by Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach, or as soon as possible following the first day on which Business Associate or an employee, officer or agent of Business Associate other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach. Business Associate shall also provide the Covered Entity with any other available information at the time Business Associate makes notification to the Covered Entity or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Business Associate believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Business Associate is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Secretary of Health and Human Services.

- g. Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, available to the Secretary of the U.S. Department of Health and Human Services for the purpose of determining compliance with the HIPAA Rules.
- i. Business Associate agrees to document and provide to Covered Entity such disclosures of Protected Health Information and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- j. Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.

III. General Use and Disclosure Provisions:

- a. Business Associate may only use or disclose Protected Health Information as provided in the underlying Agreement
- b. Business Associate may use or disclose Protected Health Information as required by law.
- c. Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
- d. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity, except for the specific uses and disclosures set forth below.
- e. Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

IV. Obligations of Covered Entity:

- a. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

V. Permissible Request by Covered Entity:

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

VI. Termination:

Either party may terminate this Agreement immediately if it determines that the other party has violated a material term of this Agreement. This Agreement shall remain in effect unless terminated for cause with immediate effect, or until terminated by either party with not less than thirty (30) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under this Agreement before the effective date of termination.

VII. Effect of Termination:

Upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction of Protected

Health Information infeasible. Upon agreement that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VIII. Amendment:

Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties shall work in good faith to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this Agreement by written notice to the other.

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date first above written.

CONTRACTOR:	PURCHASING AGENCY: Department of Behavioral Health and Developmental Services
BY:	BY:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE:
DATE:	DATE:

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Issuing Office: DBHDS Office of Information Services & Technology
 File Name: DBHDS Business Associate Agreement
 Original: 05/27/2016
 Revised: 3/30/2020

Number	Performance Category	Performance Requirement	Measurement Period	Remedy: If the Contractor fails to meet performance requirements as stated:
1	<u>STAFFING</u>	Reference Section III. Paragraph A.	Regularly	<p>The Contractor shall have CPRS on staff as stated in the solicitation. If the Contractor fails to have staffing as stated and required:</p> <p><u>The 1st occurrence:</u> The Contractor should develop and submit a Remediation Plan, as stated in Section III. Paragraph H., within fourteen (14) calendar days of DBHDS notification.</p> <p><u>The 2nd occurrence and anytime during the term of the contract after DBHDS has approved the Remediation Plan:</u> The Contractor should credit 10% off of each monthly invoice until the actions of the Remediation Plan are met and approved by DBHDS. The Contract Administrator will notify the Contractor, in writing, once the terms are met.</p>
2	<u>WELLNESS PLAN</u>	Reference Section III. Paragraph G.1.	Regularly	<p>The Contractor should develop a Wellness Plan for each individual as stated in the solicitation. If the Contractor fails to develop a Wellness Plan, especially for those individuals staying more than two (2) nights, the Contractor should develop and submit a Remediation Plan, as stated in Section III. Paragraph H., within fourteen (14) calendar days of DBHDS notification.</p> <p>If the Contractor fails to develop the Wellness Plan and/or fails to adhere to the agreed upon terms of the Wellness Plan, DBHDS reserves the right to cancel the contract, as stated in the solicitation.</p>
3	<u>POLICIES AND PROCEDURES</u>	Reference Section III. Paragraph G.2.	Regularly	<p>The Contractor should establish written policies and procedures as stated in the solicitation, these policies and procedures will be essential to ensure a successful contract.</p> <p><u>The 1st occurrence the Contractor fails to adhere to any of the policies or procedures:</u> The Contractor should develop and submit a Remediation Plan, as stated in Section III. Paragraph H., within seven (7) calendar days of DBHDS notification.</p> <p><u>The 2nd occurrence and anytime during the term of the contract after DBHDS has approved the Remediation Plan:</u> The Contractor should credit 10% off of each monthly invoice until the actions of the Remediation Plan are met and approved by DBHDS. The Contract Administrator will notify the Contractor, in writing, once the terms are met.</p>
4	<u>INCIDENT REPORTS</u>	Reference Section III. Paragraph G.3.	Regularly	<p>The Contractor should create and provide incident reports as stated in the solicitation. If the Contractor fails to create and provide the incident reports to the Contract Administrator, when stated;</p> <p><u>The 1st occurrence:</u> the Contract Administrator will email the Contractor a written warning stating that the Contractor submit a Remediation Plan, as stated in Section III. Paragraph H., within five (5) working days of DBHDS notification.</p> <p><u>The 2nd occurrence and anytime during the term of the contract after DBHDS has approved the Remediation Plan:</u> The Contractor should credit 10% off of each monthly invoice until the actions of the Remediation Plan are met and approved by DBHDS. The Contract Administrator will notify the Contractor, in writing, once the terms are met.</p>
5	<u>INJURY</u>	Reference Section III. Paragraph G.4.	Regularly	<p>The Contractor must notify the DBHDS Contract Administrator if there is any form of injury; and should email an incident report as stated in the solicitation. If the Contractor fails email an incident report to the Contract Administrator:</p> <p><u>The 1st occurrence:</u> the Contract Administrator will email a written warning to the Contractor, emphasizing the requirements of the contract and the expectation of compliance going forward. The Contractor should document and implement improved safety and reporting protocols, such as additional staff training on incident reporting and emergency response procedures. The Contractor should provide the Contract Administrator written documentation of the improved protocols. The improved protocols must be approved by DBHDS; therefore, DBHDS reserves the right to edit and modify the protocols. If the injury is severe,</p>

				<p>DBHDS may temporarily suspend allowing the Contractor to provide services (DBHDS may remove any individuals currently receiving services at the home and/or may temporarily cease allowing any new individuals to receive services at the home); until DBHDS is satisfied that the Contractor will successfully adhere to the improved protocols.</p> <p>In addition, the Contractor may be required to credit DBHDS 10% off of an invoice(s) relating to the injury. <u>Anytime during the term of the contract after DBHDS approved the protocols:</u> DBHDS reserves the right to cancel the contract, as stated in the solicitation.</p>
6	<u>PERSONNEL</u>	Reference Section III. Paragraph G.5.	Regularly	<p>The Contractor should notify the DBHDS Contract Administrator is there's a change in personnel, as stated in the solicitation. If the Contractor fails to notify the Contract Administrator of personnel changes as outlined in the solicitation:</p> <p><u>The 1st occurrence:</u> the Contract Administrator will email the Contractor a written warning stating that the Contractor submit a Remediation Plan, as stated in Section III. Paragraph H., within fifteen (15) days of DBHDS notification.</p> <p><u>The 2nd occurrence and anytime during the term of the contract after DBHDS has approved the Remediation Plan:</u> The Contractor should credit 5% off of each monthly invoice until the action of the Remediation Plan are met and approved by DBHDS. The Contract Administrator will notify the Contractor, in writing, once the terms are met.</p>
7	<u>INVOICES</u>	Reference Section VIII.	Regularly	<p>The Contractor should submit invoices as stated in the solicitation. If the Contractor fails to submit invoices as indicated:</p> <p>1st occurrence: the Contract Administrator will issue a formal notification or reminder, in writing.</p> <p>2nd occurrence: the Contract Administrator will issue formal warning indicating repeated non-compliance, in writing.</p> <p>3rd occurrence: the Contractor will be required to attend a formal meeting, with the Contract Administrator, to discuss the repeated failures and establish a corrective plan. The corrective plan must be approved by DBHDS.</p> <p>If the Contractor continues to submit invoices that does not adhere to what's stated in the solicitation, after establishing a corrective plan, the Contractor should credit 5% off of each monthly invoice, not accurately submitted, upon notification from the Contract Administrator.</p>