

**STATEMENT OF WORK
RESIDENTIAL HOUSING AND TREATMENT
INVITATION TO QUALIFY (ITQ) CONTRACT**

- I. **OVERVIEW:** The purpose of the Residential Housing and Treatment ITQ is to qualify responsible and responsive Contractors to perform consulting services to Commonwealth of Pennsylvania’s executive agencies.

This ITQ will result in a contract only for Contractors that respond to this ITQ and that the Department of General Services (DGS) determines to be qualified service Contractors. Evaluation and contract execution process for a new contractor may take an *estimated* sixty (60) Commonwealth business days to complete. Please note that the bid evaluation and contract execution process may take longer to complete depending on the volume of bids received and the availability of Commonwealth resources.

The Commonwealth has attempted to list specific services in this Statement of Work (SOW). Any services that are not listed but would fall within the normal services of the category, may be provided under this contract.

Staff augmentation is not permitted under this contract.

- II. **ISSUING OFFICE:** This ITQ is managed and administered by the Commonwealth of Pennsylvania, Department of General Services (DGS), Bureau of Procurement. All inquiries should be referred to:

Adraine Franklin, Commodity Specialist
Department of General Services
Bureau of Procurement, 6th Floor
555 Walnut Street
Harrisburg, PA 17101-1914
Telephone: (717) 787-8085
Email: afranklin@pa.gov

- III. **QUALIFICATIONS:** Contractors interested in becoming qualified for this ITQ, should register in two systems. First, in the [PA SUPPLIER PORTAL](#) and they will receive a Supplier Number. Second, they should register as a Pennsylvania participant in the JAGGAER System

Contractors interested in becoming an ITQ Contractor must meet the following requirements. Failure to meet the below requirements will result in the application being rejected. Each Contractor that meets the minimum qualifications will be awarded a contract. Award of a contract to a Contractor is not a guarantee of business

- A. Contractors must complete and/or upload the following attachments in the ITQ JAGGAER system:

1. Documentation showing three (3) years of experience in delivering the services under the Service Category. Acceptable documentation can include verification of prior services and/or licenses.
2. Domestic Workforce Form.
3. Iran Free Procurement Form.

4. Contractors must provide a narrative of how it will meet the requirements below for the service category(ies) for which they are qualifying:
 - a. Service delivery and how contractor will meet requirements outlined in each Service Category;
 - b. Evidence-based model used;
 - c. Outcome/performance measures established for this service and how they will be achieved and upheld;
 - d. Plan to coordinate and partner with other community working with re-entrants funded under this contract;
 - e. Staffing with a summary of current staff qualifications;
 - f. Name of designated individual responsible for overall operation of the facility and/or services provided; and
 - g. Additional requirements that may exceed can be found at the specific category.
5. Copy of current Worker's Compensation and Public Liability and Property Damage Insurance Certificate;
6. Contractor(s) are required to complete and return Attachment A, Cost Submittal; and
7. Counties – select which counties you are able to serve.

B. SERVICES: All services must be provided twenty-four (24) hours per day, seven (7) days per week.

Gender specific programming and services must be provided. Male and female re-entrants must be segregated and housed in separate areas of a single facility. However, males and females can attend programming together with the approval of the DOC Program Manager.

Selected Contractor(s) for all Lots will be required to provide food services for reentrants, which must include three (3) meals per day with at least one (1) being a hot meal.

C. TASKS:

A. Emergency Preparedness: The selected Contractor(s) must develop an emergency preparedness plan for the services required under any contract executed as a result of this solicitation. The emergency preparedness plan must be approved by the DOC prior to any re-entrant being placed in the facility at which the Contractor(s) will provide services and must be maintained throughout the term of any contract executed as a result of this solicitation. The emergency preparedness plan must, at a minimum:

- a. Describe how a fire, pandemic, or other natural disaster, including, but not limited to an earthquake or flood, may impact the delivery of services.
- b. Describe in detail the plan to continue providing services in the event that an emergency renders the facility at which services are to be provided unusable.
- c. Provide and describe in detail the Contractor(s)' organizational training plan
- d. Identify the essential operations and key personnel within the organization who are necessary to implement the emergency preparedness plan
- e. Address how the Contractor(s) will address staffing issues if a significant portion of its personnel are incapacitated by illness or injury
- f. Address how the Contractor(s)' personnel will address contagion control measures to prevent the contagion from entering the primary service areas
- g. Address how the Contractor(s) will communicate with personnel and contractors if primary communications systems are overloaded or otherwise fail.
- h. Describe how the emergency preparedness plan will be tested and whether such testing will be conducted by a third party.

D. ADMINISTRATION:

1. The selected Contractor(s) must designate an individual to be responsible for the overall operation of its facility or facilities and any treatment programs provided. The designated individual must provide direct supervision of all treatment and security staff on a regular and daily basis. Direct supervision includes documentation of case file reviews and observation of service delivery (group facilitation and/or individual counseling sessions) at least once per month.
2. The selected Contractor(s) must maintain a narrative description and diagrammed organizational chart outlining the structure of authority, responsibility, and accountability for the organization and for each facility. The intent is to gain an understanding of the "chain-of-command" within the organization.
3. All persons providing services at a selected Contractor(s)' facility pursuant to any contract arising from this solicitation shall be issued and must sign for a copy of the DOC Code of Ethics (Attachment E) and the PBPP's Code of Conduct (Attachment F) prior to providing services and must comply with their provisions. Any alleged violation of either Code relating to reentrant interaction and/or the security of the facility shall be reported to a designated contact person within one (1) hour of discovery. The Contractor(s) shall then be provided direction regarding the course of action which may include investigation by the Contractor(s), DOC, PBPP or outside law enforcement.
4. When the DOC or PBPP conducts an investigation, the Contractor(s) will be notified of the findings and recommendations within thirty (30) working days of initial discovery. When the Contractor(s) conducts the investigation, they must provide the DOC with findings and

course of action within thirty (30) working days of initial discovery. Depending on the seriousness of the charges, the DOC may prohibit the contract employee from providing services at any sites contracted with the DOC. All Contractor(s)' employees shall fully cooperate with any investigation conducted by the DOC, PBPP, or outside law enforcement agency.

5. The selected Contractor(s) and any persons providing services pursuant to any contract arising from this solicitation must cooperate in a background investigation by completing a security clearance application and answering any questions posed by the investigator. The DOC may deny an individual access to any contracted facility and/or any reentrant information during the course of the investigation or due to violation of policy. Must have a valid state issued ID.

E. ACCREDITATION: Stand-alone inpatient facilities providing services under Lot 2 (AOD) may be accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF) or the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and are exempt from additional requirements listed under this section. All others must follow these mandates:

1. Contractor(s) must comply with the standards imposed by the current American Correctional Association's (ACA) Standards for Adult Community Residential Services (ACRS) throughout the term of the contract.
2. These standards can be obtained by contacting the ACA at www.aca.org and include, standards for safety and security, accreditation services, programs, operations essential to good correctional management, including administrative, staff, and fiscal controls, staff training and development, physical plant, emergency procedures, sanitation, food service, rules and discipline, and a variety of subjects that comprise good correctional practice.
3. Contractor(s) must possess the relevant, current ACA accreditation, or obtain it no later than two (2) years after receipt of the first reentrant placed by Community Corrections and Reentry. Once achieved, accreditation must be maintained throughout the remaining term of any contract. Failure to achieve accreditation within the specified time or to maintain accreditation may result in cancellation of the contract and removal of all reentrants. A facility housing twenty (20) reentrants or less may request a waiver of this mandate from the DOC's Director of the Bureau of Community Corrections.

F. MANAGEMENT:

The selected Contractor(s) must report any arrest of a person providing services under any contract resulting from this solicitation. Any arrest must be reported within one (1) hour of occurrence. The selected Contractor(s) must promulgate and enforce, by discharge if necessary, a policy requiring persons providing services under any contract issued pursuant to this solicitation to report arrests.

The selected Contractor(s) shall notify the DOC upon the discovery that a friend, family member or someone with whom a personal relationship exists is being supervised under the authority of the DOC or PBPP. Permission to visit and/or correspond with such persons is at the discretion of the DOC.

The selected Contractor(s) shall report every reentrant abuse allegation in accordance with DOC policy and procedures. This includes any incident of abuse or allegation of sexual contact between reentrants or persons providing services to reentrants as specified through the Prison Rape Elimination Act (PREA). Additional information on PREA can be obtained at <http://www.ojp.usdoj.gov/programs/prisonrapeelimination.htm>.

The selected Contractor(s) must promulgate and enforce a Substance Abuse policy. The Substance Abuse Policy must apply to any person providing services pursuant to any contract executed as a result of this solicitation and be enforced, by discharge if necessary, throughout the term of any such contract.

The selected Contractor(s) shall ensure that all persons performing services pursuant to any contract executed as a result of this solicitation complete the applicable DOC Basic Training within one year of execution of the contract and within six (6) months for persons who begin providing services thereafter. This training will be provided by the DOC at no cost to the Contractor(s). Basic training requirements are subject to change in accordance with DOC policy. All clinical staff shall complete additional training as required by DOC policy.

The selected Contractor(s) must ensure that any person providing services pursuant to any contract executed as a result of this solicitation is trained and competent on DOC policy and procedure relating to Community Corrections on an ongoing basis and as required by the DOC.

No reentrant under active supervision may work as a permanent employee at the contracted site or supervise other reentrants. To the extent permitted by applicable law, reentrants can be employed part-time as a food service or maintenance worker under supervision.

G. POLICY AND COMPLIANCE: The selected Contractor(s) must furnish all personnel, management, equipment, supplies, and services necessary for performance of all aspects of any contract resulting from this solicitation. Unless explicitly stated otherwise, the selected Contractor(s) will be responsible for all costs associated with and incurred as part of providing the services outlined in this contract.

1. The selected Contractor(s) must comply with all applicable policies and procedures of the DOC and the PBPP. This includes subsequent revisions, as well as any rules, regulations, and manuals provided by either the DOC or PBPP. DOC policies can be found at www.cor.pa.gov.
2. Selected Contractor(s) must adopt and comply with standards of the Prison Rape Elimination Act (PREA) and applicable DOC policies. The confidential DOC PREA Hotline, 1-866-823-6703, must be posted and made available to all residents in English and Spanish. Additional information on PREA can be obtained at <http://www.ojp.usdoj.gov/programs/prisonrapeelimination.htm>.
3. Selected Contractor(s) will be required to file various reports set forth in DOC Policy within timeframes specified by DOC/PBPP, any amendments thereto and ad-hoc reports as required by the DOC and/or PBPP.

4. The selected Contractor(s) must work cooperatively with the designated DOC/PBPP representative to assure that compliance is achieved, demonstrated and maintained.
5. DOC and PBPP staff have access to the selected Contractor(s)' facilities at all times to conduct security inspections, program evaluations, file reviews (residential & fiscal), and reentrant interviews. Access is also required for detainment of reentrants.
6. Each facility, as well as the selected Contractor(s)' central office, must have a computer system equipped with Microsoft Office to enable the selected Contractor(s) to send and receive information electronically, to and from the DOC and PBPP. In addition, Contractor(s) must have access to videoconferencing equipment or Skype.
7. The selected Contractor(s) may be required to incur costs necessary for the DOC or PBPP to install equipment used to enforce and standardize new policies and procedures implemented by the DOC. Any equipment installed by the DOC or PBPP for such purpose will remain the property of the DOC or PBPP and must be returned in good condition at the conclusion of any contract resulting from this solicitation; reasonable wear and tear expected.
8. The selected Contractor(s) must have all licenses and comply with all laws, regulations, policies and procedures applicable to the services to be provided throughout the term of any contract resulting from this solicitation. Any deficiencies cited by any governmental regulatory agency, including but not limited to, DDAP, OSHA, OMHSAS and the Department of Labor and Industry must be reported to the DOC and PBPP within forty-eight (48) hours of notification thereof. A corrective action plan addressing any such deficiency must be provided to the DOC and PBPP within seventy-two (72) hours of notification of the deficiency and updated as material changes occur. The results of any follow up inspection or other agency action concerning any such deficiency must be forwarded to the DOC and PBPP within seventy-two (72) hours of receipt by the selected Contractor(s).
9. Upon written notice by DOC or PBPP, reentrants may be withdrawn or terminated from a program at any time for any reason.

H. REFERRALS:

The selected Contractor(s) must designate one point of contact to receive/process referrals and respond to the BCC Centralized Referral Unit during normal business hours, in a timely manner. The individual will be granted access to authorized DOC computer systems and must submit to a background check for this purpose.

The selected Contractor(s) must accept all referrals deemed appropriate for placement by the DOC and PBPP.

I. INSPECTIONS:

- A. Prior to Reentrant Placement: Prior to the placement of reentrants in the facility of the awarded Contractor(s) the DOC and PBPP may inspect the facility where services will be provided.

B. Ongoing Inspections: Contractor(s) are subject to inspections by the DOC and PBPP throughout the term of the contract. DOC and PBPP will inspect facilities in accordance with their respective policies using the standards promulgated and approved by the DOC, PBPP, and ACA. Inspections may be conducted with or without notice to the Contractor(s). The DOC and PBPP may search facilities at any time.

J. SECURITY:

A. General

1. The selected Contractor(s) shall ensure that each reentrant placed within their facility will receive a facility orientation. A copy of facility rules and expectations, as well as photo identification will be provided.
2. The selected Contractor(s) shall ensure that each reentrant assigned to its facility follows the Universal Set of Rules established by the DOC and PBPP as well as DOC rules and procedures related to community corrections and reentry.
3. The selected Contractor(s) shall provide a copy of its facility's emergency plans to both agencies regarding natural and man-made disasters to include short term and long-term evacuation.
4. At no time shall the Contractor(s) allow any weapons to be carried by their staff or reentrants.
5. Every facility shall be equipped with a functioning public-address system to be used for general and emergency announcements. A facility housing twenty (20) reentrants or less may request a waiver of this mandate from the DOC's Director of the Bureau of Community Corrections.
6. Every facility shall be equipped with a functioning two-way communication system to be used for staff-to-staff contact. A facility housing twenty (20) reentrants or less may request a waiver of this mandate from the DOC's Director of the Bureau of Community Corrections.
7. The facility must have enough radios to issue every security and treatment staff member on a regular duty day. All staff members are required to utilize facility issued radios during the duty day.
8. The devices must have memory to store and recall data for 30 days, or as directed in Department policy related to community corrections. Video requested by the DOC and/or PBPP must meet viewing requirements in the format requested.

B. Access Control

1. The selected Contractor(s)' staff is responsible to protect the community, one another, DOC and PBPP officials, employees and reentrants from harm.

2. The selected Contractor(s) shall assure that all exterior doors to its facility are secured to prevent unauthorized ingress and egress. All exterior doors must be alarmed or directly observed to prevent/detect unauthorized ingress or egress.
3. Main ingress may occur at only one (1) point and must be controlled by staff.
4. The main entrance point must be equipped with a walk-through metal detector operated by security staff. The selected Contractor(s) must ensure that every person entering the facility processes through the metal detector. A facility housing twenty (20) reentrants or less may request a waiver of this mandate from the DOC's Director of the Bureau of Community Corrections.
5. All facility windows must be secured to prevent and/or detect unauthorized ingress or egress. A window must be equipped with a functioning alarm. If it cannot be equipped with an alarm due to ventilation issues, it must be secured in a manner so as to prevent an average size person from being able to exit through it.
6. Each facility must be equipped with a functioning surveillance system having the capability to monitor and record all points of ingress/egress, and common areas within the facility.
7. Properly identified DOC, PBPP or law enforcement employees conducting official business must be processed into the facility without delay.

C. Drug Interdiction

1. The selected Contractor(s) shall implement testing for alcohol and other drugs according to the standards set forth by the DOC. This shall include the random testing of all DOC and PBPP reentrants by urinalysis, breathalyzer, and other drug testing devices. Urine samples must be collected as set forth in the applicable DOC policy or as otherwise directed by the DOC. Urine specimens must be submitted to the testing laboratory selected by the DOC. The DOC will provide all supplies and will be responsible for all non-personnel costs associated with alcohol and other drug testing. The selected Contractor(s) must maintain accurate records of specimens collected and furnish them to the designated DOC and/or PBPP contact as requested.
2. Unannounced drug interdiction efforts, to include K-9 searches, electronic drug detection, and general searches, may be conducted at any time.
3. The selected Contractor(s) shall not conduct any drug interdiction business with any outside resource without consent of the DOC. All requests shall be made through a designated DOC contact.

D. Reentrant Supervision

1. The selected Contractor(s) shall maintain 24-hour supervision of reentrants, with staff present in its facility at all times. The selected Contractor(s) assume all responsibility for

the care, custody, and control of reentrants transferred to it by DOC and PBPP. All reentrants must be accounted for at all times.

2. The selected Contractor(s) must maintain a functioning electronic accountability and daily supervision system which shall include a sign-out procedure, to ensure that the Contractor(s) has knowledge of a reentrant's whereabouts at all times. Curfew shall not exceed any standard set by the DOC or PBPP. A facility housing twenty (20) reentrants or less may request a waiver of this mandate from the DOC's Director of the Bureau of Community Corrections.
3. The selected Contractor(s) must create and provide each reentrant with a Contract Facility Resident Handbook that includes facility regulations. Handbook requirements must be enforced. Resident Handbooks must be reviewed/updated yearly, and a copy must be provided to the Bureau of Community Corrections' Central Office to be posted on the Department's website.
4. The selected Contractor(s) must report any reentrant escape or other unauthorized absence from the facility or a treatment program, including a curfew violation, immediately to the designated DOC Bureau of Community Corrections' contact/Management Operations Center (MOC).
5. No reentrant may sign in or sign out another reentrant or person, nor question another reentrant or person regarding security matters.
6. Contractor(s) must immediately report the detainment of any reentrant by another authority (i.e. arrested) to the designated DOC CCR contact/Management Operations Center (MOC), if applicable, and a detainer must be lodged. Verification of who lodged the detainer and the date, time, and reasons must be indicated.
7. Misconducts, abnormal or violent behavior, or illegal activity must be reported to the designated DOC CCR contact/Management Operations Center (MOC) immediately.
8. Under no circumstances shall the selected Contractor(s) inform an reentrant that he or she is terminated from treatment services or expelled from the facility.

E. Searches

1. The selected Contractor(s) shall have security staff conduct searches of all employees, reentrants, visitors and their property as they enter their facility. The selected Contractor(s) shall search their facility as required by DOC Policy 8.3.1., which will be provided upon execution of a contract. The DOC designated contact shall be given advance notice of a facility search and provided appropriate documentation at the conclusion. The DOC shall be notified as early as possible of any search scheduled to be conducted by an outside law enforcement agency. The selected Contractor(s) shall not conduct searches using outside resources without prior DOC approval.
2. Any contraband found shall be maintained in a secured cabinet with limited staff access prior to proper disposition.

K. COMMUNITY INTERACTION:

1. Positive relationships must be established and maintained both with the criminal justice community (DOC, PBPP, and law enforcement agencies having jurisdiction over the facility) and the local community. The selected Contractor(s) shall establish a community advisory board to facilitate its interaction with the community that meets at least twice, annually. The selected Contractor(s) must establish a Community Work Program (CWP), consistent with DOC policy to allow reentrants to participate in community improvements.
2. The selected Contractor(s)' facilities must be within walking distance to public transportation businesses that will offer employment to reentrants, and county assistance offices. If they are not, the selected Contractor(s) must provide transportation services at no cost to the Commonwealth.
3. Per DOC directive, the selected Contractor(s) providing services under Lot 3 Mental Health and Lot 4 Dual Diagnosis may be required to transport scheduled referrals with a "D" stability code from the nearest state correctional institution or community corrections center when there is no other form of transportation.
4. The selected Contractor(s) shall contact the designated DOC Management Operations Center (MOC) within one (1) hour of negative media or public interaction and within twenty-four hours of positive interaction.
5. The selected Contractor(s) shall seek and identify transitional and/or permanent housing possibilities for parolees without approved home plans.

L. RECIDIVISM MONITORING:

Recidivism is a critical measure of the effectiveness of the Community Corrections Program in promoting successful reentry and improving public safety. The DOC will monitor and review the recidivism rates for facilities operated by the selected Contractor(s) in accordance with Attachment D. At a minimum, facilities operated by selected Contractor(s) must maintain a baseline rate of recidivism as outlined in Attachment D. Facilities reducing recidivism rates below the baseline recidivism range may be eligible to receive a price increase as more fully described in Attachment D.

M. INVOICING:

- A. Invoices must be submitted to the Bureau of Contracts and Evaluation no later than the 10th of every month.
- B. Information on invoices must match exactly what the Commonwealth has on file; i.e. vendor name, vendor number, "remit to" address, per diem rate, and banking information.

- C. Backup documentation must be submitted as requested.
- D. Payment for days in the facility shall include the day of entry but not the day of discharge.
- E. Contractors shall be reimbursed a flat rate of \$10.00 per day for bed retention for the following:
 - a. SIP participants on furlough;
 - b. SIP Hope participants returned to institutional custody for infractions; and
 - c. Hospital transfers that have been approved by a BCC Regional Director, in writing. This approval must accompany the invoice along with any other required documentation.
- F. Rent shall be collected at the rate of 20% of monthly net wage income for each reentrant. This amount must be calculated and deducted from the total invoice amount. The Contractor is responsible for documentation of all financial transactions.

N. MEDICAL:

Reentrants are responsible for their own medical, ambulance and dental bills through employer paid health insurance, public funded health insurance (i.e. Medicare/Medicaid), sponsored health clinics, or any other available source. In the event no funding for medical and/or dental care is available, the Contractor(s) must contact the DOC and PBPP immediately. The Contractor(s) will not be responsible for payment of off-site medical and/or dental services. SIP participants and reentrants residing in Parole Violator Centers must have prior approval by the DOC for reimbursement of costs associated with all medical procedures. Additionally, all emergency medical/dental contacts are extraordinary occurrences and shall be so reported.

O. SERVICE LEVEL AGREEMENTS:

The Commonwealth has developed a set of minimum Service Level Agreements (SLA), defined below, which the selected Contractor(s) are expected to meet or exceed in order to be in good standing on the contract. The SLAs will be monitored by the DOC and PBPP.

Nothing contained in the SLA section shall be construed to limit the rights or remedies available to the DOC in law or equity or elsewhere under the contract.

A. CATEGORY A

The selected Contractor(s) will be allowed a sixty (60) day grace period to “ramp up” services, without scoring on the performance metrics in the table below. After the sixty (60) day grace period, tracking of each of the below performance metrics should begin, and the first report shall be due to the DOC contract officer one (1) month after the grace period ends.

The selected Contractor(s) should develop a scorecard which includes the below performance metrics and can be reviewed quarterly or on an as needed basis. If the selected Contractor(s) does not consistently meet the agreed upon Performance Targets, the following actions will be taken:

1. A discussion will take place between the selected Contractor(s) and the DOC contract officer. The selected Contractor(s) will be given a warning and required to develop a corrective action plan to improve on the problem area(s) within the next quarter.
2. If a second quarterly review occurs with minimal or no improvement within the problem areas, the selected Contractor(s) will be assessed liquidated damages in the amount of 3% of the total quarterly invoices for the latest reported quarter.
3. If a third below-threshold score occurs within the next quarter, the selected Contractor(s)' unsatisfactory performance will be entered into the Commonwealth's Contractor Responsibility Program (CRP) system and the contract or any part of the contract may be terminated by the Commonwealth.
4. Entry into the (CRP) system and the contract or any part of the contract may be terminated by the Commonwealth.

Performance Metric	Performance Target	Frequency of Review
Program Audits	95%	Quarterly
Security Audits (Mandatory)	100%	Annually
Operational Audits (Mandatory)	100%	Annually
Operational Audits (Non-Mandatory)	92%	Quarterly
BCC/Parole Joint Audits	Pass/Fail	Annually
Unexcused Absence from a Non-secure facility	23%	Annually
Unexcused Absence from a Secure Facility	4%	Annually

P. PRICE INCREASE:

During the term of the contract, selected Contractor(s) may be eligible for one or both types of price increases set forth below:

- A. Price Increase for Compliance with Service Level Agreements (SLA): If the selected Contractor(s) meets the performance targets during the contract year, the DOC will increase the per diem rate by three percent (3%) for the subsequent contract year beginning July 1.
- B. Price Increase for Recidivism Rate Reduction: Selected Contractor(s) reducing facility recidivism rates may be eligible for a price increase as specified in Attachment D.

Q. SERVICE CATEGORIES: Contractors will need to choose the appropriate commodity code(s) to qualify for this contract. Contractors will select the appropriate code(s) under the Business Details section of the qualification process. The Commonwealth may add additional commodity codes as the need arises. The table below lists the appropriate commodity code and description of each category.

COMMODITY CODE	DESCRIPTION OF CATEGORY
85120000-ITQ-238 Group Homes	<ul style="list-style-type: none"> • Community-based facility to house and provide programming to male and/or female reentrants that includes: <ul style="list-style-type: none"> ○ a room, which may be in a dormitory setting, that must include a bed, linens, blanket and pillow; ○ food services to include the three meals per day; or a kitchen equipped with a sink, refrigerator(s), and stove(s); ○ an adequate dining area; and ○ adequate washroom facilities. • May include reentrants who have been paroled, placed in specialized programming (Violence Prevention), and participants in Levels 3 and 4 of the State Intermediate Punishment (SIP) Program. • Assessment and treatment plan by trained, qualified facilitators that includes: <ul style="list-style-type: none"> ○ basic life skills, including but not limited to: personal finance, securing permanent housing upon release and understanding tenant rights, obtaining public benefits, health maintenance and obtaining health care, using public transportation, obtaining personal identification, and other community services; ○ mental health and illness education; ○ medication compliance; ○ AIDS education; ○ stress reduction; ○ anger management and conflict resolution; ○ emotional literacy; ○ trauma recovery and support; ○ reducing criminal thinking;

	<ul style="list-style-type: none"> ○ dealing with authority and aggression; ○ job readiness, including, but not limited to: job search skills, creating resumes, interview preparation, effective communication, proper attire and skills for maintaining a job; ○ adaptive life skills: information processing, effective communication, decision making, problem solving, coping strategies and pro-social responses and behavior in everyday living; ○ educational/Vocational Programming, including but not limited to: Adult Basic Education, General Equivalency Diploma, other academic and/or vocational education; ○ computer and social network literacy; ○ parenting/Family Re-integration; ○ faith and Character Based Programming; ○ sex offender transition; ○ community reintegration; and ○ coordination and referral to community support and services. <ul style="list-style-type: none"> ● May be asked to provide Cognitive Behavioral Therapy. All programming must be consistent with any applicable DOC Policy. These policies are available at www.cor.pa.gov. Training is available through the DOC Training Academy, and Lesson Plans are available from the Bureau of Community Corrections' Regional Program Managers. ● Must develop an individualized, detailed reentry plan for every reentrant which ensures continuity of services will continue in the reentrant's home community. ● Must assist with the development of an appropriate home plan for each reentrant to be submitted to their parole agent for approval in accordance with agency policy and procedures.
85120000-ITQ-239 Alcohol and Other Drugs (AOD)	<ul style="list-style-type: none"> ● In addition to Group Homes services, must provide a community-based facility, licensed by the Department of Drug and Alcohol Programs (DDAP), to house and provide inpatient AOD Treatment Services to male and/or female reentrants. ● Staffing requirements must meet the licensure requirements established by DDAP.

	<ul style="list-style-type: none"> • AOD programming must meet or exceed the standards required by the DDAP or any successor thereto. • Staffing requirements must meet licensure requirements established by DDAP. • AOD programming must be consistent with the AOD programming provided within the State Correction Institutions (SCIs) under the curriculum established by the Bureau of Treatment Services. • Releases of information must be signed so that treatment information may be shared with DOC/PBPP upon request. • Clinical staff must complete the Cognitive Behavioral Interventions (CBI) and motivational interviewing training offered through the DOC Training Academy, to be coordinated by DOC. • May include participants in the community-based inpatient treatment portion of the State Intermediate Punishment Program (SIP Level 2) and parolees that qualify for in-patient AOD services. <ul style="list-style-type: none"> ○ SIP programming is to be administered commensurate with the following enumerated treatment plans and goals. Contractor(s) providing SIP Level 2 programming must be licensed by DDAP ○ SIP Level 2 Curriculum: Eligible participants in Level 2 of SIP treatment must spend a minimum of two months in a licensed community-based inpatient addiction treatment center and engage in programming as outlined in the following three (3) phases. ○ Phase 1: The objectives of this phase will be 1) assessment; 2) goal setting and treatment planning; 3) education relative to mental health and AOD issues; and 4) motivational techniques. A participant will move to the next phase of Level 2 upon receiving a recommendation from the Contractor(s) for making significant progress toward their treatment goals, displaying appropriate behaviors and attitude, and complying with the treatment program and facility rules. ○ Phase 2: The objective of this phase is cognitive and behavioral change strategies. Behavioral plans will be reformulated to reflect the change in treatment focus and will be individualized to the participant’s specific needs. Relapse prevention, aftercare, problem solving, and developing a support network are all important components of this phase. A participant will move to the next phase of Level 2 upon receiving an appropriate
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recommendation from a case manager.

- Phase 3: The objective of this phase will be reentry, with a focus on achieving educational and vocational goals, as well as establishing a viable home plan.
- SIP Level 2 treatment must include at least six sessions of Cognitive Behavioral Therapy (CBT) Skill Building and aftercare, with more sessions available based upon participant progress and needs. CBT Skill Building Groups must occur four times per week, while CBT Problem Solving Groups must occur twice per week. Each CBT session must be 1.5 hours in duration. Progress toward treatment goals must be monitored and minimum standards of success must be achieved in accordance with policy.
- Upon successful completion of SIP Level 2, participants may either be transferred to a Group Home facility or to an approved transitional residence for participation in SIP Level 3. While housed in a facility, and/or while residing in an approved transitional residence, SIP Level 3 participants are to successfully complete a minimum of six (6) months of AOD outpatient treatment.
- **SIP Programming Collateral Services:** must also provide the following services relative to the administration of the SIP Programming for eligible participants:
 - Inclusion of the assigned Community Corrections Contract Facility Coordinator, or designated DOC staff in case conferencing;
 - Random and scheduled drug testing utilizing DOC contracted services and equipment;
 - A comprehensive discharge summary must be provided to the Bureau of Community Corrections Regional Office on a DC-13A Form, as outlined in policy, for each SIP participant who successfully completes the inpatient level of the SIP Program, or who is discharged for other reasons. Progress in treatment and reasons for completion/discharge must be clearly stated; and
 - Accurate and timely reporting to BCC and Community Contract Facility (CCF) staff, and the SIP Coordinator/Designee for routine matters and any extraordinary occurrences, reassessments on SIP cases returned to Level 2 from Level 3, and behavioral issues

and/or discharge from treatment.

- The DOC will designate contact persons who will meet and communicate with Contractor(s) staff for ongoing program evaluation, performance review, and consultation. The DOC and/or the Contractor(s) may specifically request formal consultations at any time.
- The DOC Chief of Treatment Programs and/or designee shall be responsible for oversight of the SIP Program and shall make the final determination of each participant's progress through the program and shall decide whether participants are suspended, expelled or successfully discharged from any and all levels of treatment within the SIP Program, including Level 2.

- Services must include a comprehensive assessment and appropriately integrated treatment plan addressing education, and guidance regarding issues related to the reentrants' psychiatric diagnoses, medication compliance, emotional problems and other life skills related difficulties.
- Must be licensed by the Department of Drug and Alcohol Programs (DDAP).
- A multi-disciplinary approach to assessment and treatment must be used, including but not limited to addressing physiological, psychological, spiritual, educational, vocational, social, legal, community, family, parenting, and other relationship issues/needs of the client.
- Program services for substance abuse and/or dependent reentrants shall include comprehensive assessment and appropriately integrated treatment for all AOD disorders.
- A comprehensive assessment must be conducted with the client. In addition, risk factors, needs factors, and responsivity factors must be assessed via standardized and objective instruments (may be mandated for use), which will include the Pennsylvania Client Placement Criteria (PCPC) or replacement thereof, to identify treatment levels and program components (e.g., anger management; relapse prevention).
- The comprehensive assessment shall include assessment tools approved by the DDAP and DOC. The PCPC (or replacement thereof) must be completed for all referrals, regardless of legal or financial status, to determine level of care. Results of the risk and needs assessment must be incorporated into a treatment plan which will be jointly formulated by the reentrant and his/her case manager.

	<ul style="list-style-type: none"> • Except for SIP participants, no one shall be placed in the Contractor(s)' AOD program without meeting assessment criteria for inpatient level of care. • The risk and needs assessment, which takes into account the physical, mental health, and alcohol and other drug issues/needs of the client, must identify specific risk and needs, and drive the treatment planning process. The treatment plan, prepared by the Contractor(s), must be shared with the DOC and PBPP, as applicable, upon request. • The treatment plan shall be reviewed and updated when new issues are identified, and/or significant changes occur in the client's condition or situation and in accordance with DDAP regulations. Treatment goals shall recognize the presence of mental health limitations and be formulated accordingly; e.g. client's progression in treatment is based on his/her ability rather than established criteria. • A cognitive behavioral therapeutic modality, which is rooted in an evidence-based treatment model, will be utilized in both theory and practice. A cognitive based group shall occur at least twice per week for one and a half hours per session and shall consist of no more than 15 participants. • Treatment goals will target criminogenic risk and needs, i.e., risk and needs that are related to re-offending. Cognitive behavioral strategies that assist the individual in challenging dysfunctional and self-defeating thoughts; addressing trauma-related issues; changing criminal thinking, attitudes, and behaviors to healthier, pro-social ways of thinking, acting, and viewing the world; developing and utilizing appropriate problem solving and coping skills; and avoiding relapse into substance abuse and other harmful behaviors (relapse prevention) will be utilized. • Treatment goals will be specific, measurable, achievable, relevant, and time bound. Case notes and progress reviews will be timely and specific in terms of reentrant progress in the domains as established within the individual treatment plan. Interventions to assist reentrants with the achievement of treatment goals should be progressive, therapeutic in nature, and should include but not be limited to the following interventions: individual counseling, group participation, behavioral contract, and program team review. • The Contractor(s) must use modules of the Therapeutic Community model of AOD rehabilitation services, which includes community meetings, pro-social groups, motivational activities, etc. This may also include psychological treatment, education, and guidance to deal with issues related to alcohol and other drug abuse and/or dependence.
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	<ul style="list-style-type: none"> • Contractor(s) shall recognize milieu therapy as the established path in the treatment process. Specific services shall include, at a minimum, the following: <ul style="list-style-type: none"> ○ AOD assessment; ○ CBT/MET drug and alcohol treatment focused on individual and group counseling; and ○ Discharge summary and aftercare planning.
85120000-ITQ-240 Mental Health (MH)	<ul style="list-style-type: none"> • In addition to Group Homes services, must provide a community-based facility to house and provide Mental Health (MH) Service to male and/or female reentrants with psychiatric disorders, including but not limited to those individuals listed on the “C” and “D” rosters of the various state correctional industries. • In a state correctional institution, an individual having a “C” stability code indicates a mental health need and required mental health services. This individual also has a mental health history and is monitored by psychiatry every ninety (90) days and psychology every thirty (30) days and may be prescribed medication. • In a state correctional institution, an individual having a “D” stability code indicates the most serious need for mental health services consisting of monitoring by psychiatry monthly and psychology weekly, unless more frequent monitoring is needed. This individual may be prescribed medication; however, he or she may not be medication-compliant. The individual is currently receiving treatment for a substantial disturbance of thought or mood which significantly impairs judgment, behavior, and capacity to recognize reality or cope with the ordinary demands of life. This individual’s treatment history is significant. • Services must include a comprehensive assessment and appropriately integrated treatment plan addressing education, and guidance regarding issues related to the reentrant’s psychiatric diagnoses, medication compliance, emotional problems, and other life skills related difficulties. • The Contractor(s) will utilize the most current edition of the Diagnostic and Statistical Manual of the American Psychological Association (currently DSM-V) and subscribe to the Department’s philosophy of treatment. Additionally, the Contractor(s) must comply with all relevant ACA standards for mental health treatment as prescribed in the Statement of Work. • The Contractor(s) must complete a risk and needs assessment (on an evidence-based assessment instrument which may specifically be

	<p>mandated by DOC/PDPP) within two (2) working days of admission into the program, if such risk and needs assessment was not completed prior to the reentrant leaving the correctional institution. Contractor(s) must conduct an initial suicide assessment upon arrival and on-going screening thereafter.</p> <ul style="list-style-type: none"> • Based upon the needs assessment, the Treatment Plan will be jointly formulated by the reentrant and his/her case manager at the facility, to address specific needs within the treatment process in accordance with DOC Policy. Each reentrant’s treatment plan will be reviewed monthly and updated/adjusted as needed. • Contractor(s) must adhere to all applicable policies, which are located at www.cor.pa.gov; specifically, those pertaining to the MH/ID Roster classification system, Individual Recovery Planning procedures, and Psychiatric Review Team (PRT) procedures, and residential outpatient service delivery. • Mental health case management services must, at a minimum, offer: <ul style="list-style-type: none"> ○ Mental Health Evaluation and Assessment; ○ Mental Health and Illness education; ○ Medication compliance; ○ Outpatient Mental Health services; ○ Coordination of Mental Health services with appropriate SCI and other community providers; ○ Aftercare and Support services; and ○ Individual and Group therapy. • The Contractor(s) and any subcontractor(s) providing mental health and/or co-occurring disorder services provided must be licensed and shall comply with community standards for service delivery; and must comply with standards established by the licensing body. <ul style="list-style-type: none"> ○ If the Contractor(s) outsources mental health services, the Contractor(s) must provide written documentation upon request to the DOC and PBPP evidencing that they have maintained consistent communication with the outsourced mental health service provider, and have been consistently apprised of the reentrant’s treatment, progress and evolving needs. • <u>Clinical Staff</u> <ul style="list-style-type: none"> ○ Staff must meet licensure requirements established by the DHS Office of Mental Health and Substance Abuse Services (OMHSAS). ○ Clinical staff must complete training for Cognitive Behavioral
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	<p>Interventions and Motivational Interviewing offered through the DOC Training Academy</p> <ul style="list-style-type: none"> ○ All support staff shall be trained in Mental Health First Aid ○ Shall be licensed by the Commonwealth of Pennsylvania, Department of Human Services, Office of Mental Health and Substance Abuse Services (OMHSAS).
<p>85120000-ITQ-241 Dual Diagnosis</p>	<ul style="list-style-type: none"> ● In addition to Group Homes Services, must provide both inpatient Alcohol and Other Drugs (AOD) and Mental Health (MH) services to those reentrants who are diagnosed with both disorders (“Dually Diagnosed Reentrants”) in a facility that has been appropriately licensed to provide such services. ● The Contractor(s) will utilize the most current edition of the Diagnostic and Statistical Manual of the American Psychological Association (currently DSM-V) and subscribe to the Department’s philosophy of treatment. Additionally, the contractor must comply with all relevant ACA standards for Dual Diagnosis treatment as prescribed in the Statement of Work. ● The Contractor(s) must complete a reentrant’s risk and needs assessment, which may specifically be mandated by DOC/PBPP, within five working days of admission into the program if such needs assessment was not completed prior to the reentrant leaving the correctional institution. Contractor(s) must conduct an initial suicide assessment upon arrival, and monthly thereafter with more frequent assessment if depressive or psychotic symptoms worsen. ● Based upon the needs assessment, the Community Orientation & Reintegration Plan (COR) will be jointly formulated by the reentrant and his/her case manager at the facility, to address specific needs within the treatment process in accordance with DOC policy. The initial Treatment Plan will be completed within 14 days of admission. Each reentrant’s COR will be reviewed monthly and updated/adjusted as needed. As mentioned in the Statement of Work, all applicable policies can be located at www.cor.pa.gov. ● Case management services for those with co-occurring disorders must, at minimum, address the following: <ul style="list-style-type: none"> ○ Mental Health and AOD Evaluation and Assessment ○ Mental Health and Illness Education ○ Medication compliance ○ Inpatient and/or Outpatient Mental Health and AOD Services (integrated) ○ Aftercare and Support Services

	<ul style="list-style-type: none"> • Must be licensed and shall comply with community standards for service delivery; and must comply with standards established by the licensing body. • If the Contractor(s) outsources mental health services, the Contractor(s) must provide written documentation upon request to the DOC and PBPP evidencing that they have maintained consistent communication with the outsourced mental health service provider, and have been consistently apprised of the offender’s treatment, progress and evolving needs. Contractor(s) shall ensure that releases of information are signed so that treatment information may be shared with DOC/PBPP upon request. • <u>Clinical Staff</u> <ul style="list-style-type: none"> ○ Staffing requirements must meet licensure requirements established by the DHS Office of Mental Health and Substance Abuse Services (OMHSAS) and the Department of Drug and Alcohol Programs (DDAP). ○ Clinical staff must complete the Cognitive Behavioral Interventions and motivational interviewing training offered through the DOC Training Academy, to be coordinated by DOC. • All support staff shall be trained in Mental Health First Aid. • Must be licensed by the Department of Drug and Alcohol Programs (DDAP) • Shall be licensed by the Commonwealth of Pennsylvania, Department of Human Services, Office of Mental Health and Substance Abuse Services (OMHSAS).
85120000-ITQ-242 Veteran’s Treatment Facility	<ul style="list-style-type: none"> • In addition to Group Homes Services, must provide a community-based facility to provide housing and veteran-specific programming to reentrants who may be eligible for services provided by the United States Veterans Administration (VA). • Must establish a protocol to allow the VA access to evaluate reentrants for veteran-specific treatment programming at a VA Facility. The VA will evaluate reentrants during the initial 60-day period after they are placed in the Contractor(s)’ facility. If the VA determines that a reentrant is eligible for veteran-specific programming at a VA treatment facility, they will be transferred from the VTF to a facility designated by the VA at the end of the sixty (60) day period, or as soon as bed space becomes available, provided that the DOC, PBPP, and VA agree to such transfer. Housing beyond sixty (60) days must be fully justified and approved in writing by the DOC. • Reentrants who are not deemed eligible for programming by the VA will

	<p>be transferred to an approved home plan or to another approved DOC facility within seven (7) working days. It is expected that such transfer will occur within sixty (60) days of admission to the VTF.</p> <ul style="list-style-type: none"> • Must ensure that all Veterans complete appropriate applications, such as the DD-214 (Military Discharge) and 10-10 EZ (VA health benefits), and provide veteran-specific programming in the following areas: <ul style="list-style-type: none"> • PTSD • Chronic relapse issues • Family education for PTSD • Coping skills and de-escalation strategies • Must also provide one (1) case management session weekly for each reentrant in addition to the above-cited programming requirements to address specific details regarding treatment planning and re-entry issues. • With regard to re-entry and diversionary programming, the Contractor(s) must further incorporate the following treatment philosophies: <ul style="list-style-type: none"> ○ Adhere to an evidence-based cognitive behavioral therapy (CBT) model. ○ Recognize milieu therapy as the established path in the treatment process. ○ Utilize a multi-disciplinary approach to assessment and treatment planning.
85120000-ITQ-243 Parole Violator Center	<ul style="list-style-type: none"> • In addition to Group Homes Services, must provide a secure community-based facility to house and provide programming to male and/or female parole violators. • The Parole Violator’s Center is a joint effort between the Pennsylvania Department of Corrections (DOC) and the Pennsylvania Board of Probation and Parole (PBPP) to divert Technical Parole Violators (TPV) from incarceration while successfully addressing the criminogenic needs and behaviors within a safe and secure environment utilizing a Community Based Life Skills (CBLS) program as outlined below. <ul style="list-style-type: none"> ○ A Parole Violator Center is a program that offers education, treatment, and support to address the needs of technical parole

	<p>violators within a secure community corrections facility.</p> <ul style="list-style-type: none">○ Offenders must have been on parole, arrested as a TPV, but not recommitted to a state correctional institution. Offenders with assaultive behaviors, sexually related violations, weapons related violations, and new charges are excluded from program participation.○ The program will be 60 - 90 days, dependent upon an individual's programming needs. Offenders could remain as long as (6) six months.○ Programming will consist of cognitive based treatment geared specifically toward TPVs as well as Substance Using Population programming (two intensity levels) and several needs-based electives.○ Offenders will remain under the jurisdiction of the DOC and PBPP and will be housed in a secure community corrections center separate from all other populations for the duration of their programs.○ Offenders shall only leave the secure facility for emergency medical care and under the direct supervision of Contractor(s) staff. Contractor staff must remain with the offender for the duration of the escort until otherwise instructed by Agency. If the offender is admitted to the hospital, PBPP staff will either replace the Contractor staff or provide direction that the offender does not need to be directly supervised at that time.○ All daily activities shall take place inside the secure perimeter of the Contractor(s)' facility. This applies to treatment, education, recreation, meals, leisure time, housing, visits, etc.○ Laundry services shall be provided. Indigent offenders shall not be charged for these services. An indigent offender is one whose combined balances of his/her financial account and any other accounts are \$10 or less.○ Medical and mental health services shall be provided as indicated below. As stated in the Statement of Work, offenders are responsible for their own medical, ambulance and dental bills through employer paid health insurance, public funded health insurance (i.e. Medicare/Medicaid), community-sponsored health clinics or any other available source. In the event no funding for medical and/or dental care is available, the Contractor(s) must contact the DOC and PBPP immediately. The Contractor(s) will not be responsible for payment of off-site medical and/or dental
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services. Offenders under this lot must have prior approval by the DOC for all medical procedures. Additionally, all emergency medical/dental contacts are extraordinary occurrences and shall be so reported.

Contractor Building Requirements

- The main entrance shall be equipped with magnetic locks and be electronically controlled by Security staff at all times.
- The main entrance shall have a vestibule/sally port area to ensure no one enters the center without being positively identified and processed through the metal detector.
- The main entrance shall be equipped with a secured monitor station to restrict access. The secure monitor station shall be staffed 24/7.
- A sufficient number of closed circuit television cameras shall be mounted to ensure all areas of the center (exits, yard, common areas, etc.) can be visually monitored from the secured monitor station. The facility shall ensure the system is supported by a sufficient number of digital video recorders.
- In the event of an emergency, the facility security system must allow the offender(s) to exit the building into an outside secured (e.g., fenced) area with no ability to leave the compound unless escorted. In areas where a fence is not appropriate (e.g. city block) the offenders must exit under direct staff supervision. All other exterior doors shall be secured to prevent unauthorized exit/entrance. The doors shall be alarmed and only controlled by staff and/or fire alarm.
- The facility shall be equipped with office space for a PBPP agent. A designated area must also be available for the temporary detainment of offenders for return to state correctional institutions, obtaining specimens for drug screenings, and conducting strip searches by center staff, etc. Additionally, the facility must provide videoconferencing capabilities and equipment.

Program Requirements

- As determined by the DOC and/or PBPP, the Contractor must be prepared to provide other program workshops including, but not limited to:
 - Relationships
 - Financial

- Employment

- Motivation

PV Center Program Process

- While at the Contractor's facility, the offender will participate in the following program components:
- Each offender will receive a facility orientation. A copy of facility rules, and expectations, as well as photo identification will be provided.
- All offender(s) will be required to participate in eight (8) hours of structured activities five (5) days per week. Activities may include individual counseling sessions, group sessions, self-help meetings, interactive journaling, community meetings, role playing sessions, and table top problem solving exercises.
- An assessment to review all major need areas will be conducted based upon an interview and testing. A comprehensive treatment plan will be developed and approved by the Joint Case Review Team. This team includes the Parole Agent, Regional Program Manager or Contract Facility Coordinator, Center Director and the Contractor(s).
- Progress reviews will be held bi-weekly by the Contractor(s). After the first 45 days, the Joint Case Review Team will review overall progress and adjustment will be discussed. The date of program completion will be established as a result of the on-going progress reviews.

Sanctioning and Discharges

Facilities shall utilize progressive sanctioning guidelines as outlined by policy to address offender non-compliance. Recommendations to discharge offenders from Contractor(s)' facility for non-compliance shall be reviewed by the Joint Case Review Team, who then shall determine if discharge or progressive sanctions are appropriate.

PV Center Program Participant Expectations

Placement of an offender at a Contractor(s)' facility is an opportunity for him/her to address issues that lead to violating parole. In order to successfully complete the program, the following expectations must be met:

1. Complete all prescribed components of the individualized treatment plan.

	<ol style="list-style-type: none"> 2. Demonstrate healthy, pro-social attitudes and behaviors; 3. Remain misconduct free; and 4. Develop an appropriate and thorough aftercare plan. <p>Successful Completion will result in placement at a community corrections center or parole to an approved home plan.</p>
85120000-ITQ-244 Alcohol and Other Drugs and Parole Violator Center	<ul style="list-style-type: none"> • In addition to Group Homes Services, must provide services under Alcohol and Other Drugs (AOD) Treatment Services and Parole Violator Center, simultaneously within the facility. • Must be licensed by the Department of Drug and Alcohol Programs (DDAP)

IV. GENERAL INFORMATION/REQUIREMENTS:

- A.** All references to a “Purchase Order” in the terms and conditions and general information/requirements of this ITQ shall be substituted with either the term Contract, or the phrase “formal written notice to proceed” as appropriate.
- B. Type of Contract.** Upon determination that the Contractor meets the ITQ requirements, the Commonwealth will issue a contract to the Contractor. Upon receipt of a Purchase Order (PO) issued under this Contract, the Contractor agrees to furnish the requested services to the Commonwealth agency issuing the PO.
- C. Order of Precedence.** If any conflicts or discrepancies should arise in the terms and conditions of this Contract, or the interpretation thereof, the order of precedence shall be:
- i. This Contract;
 - ii. The data resident on the ITQ web site and incorporated herein by reference at the date of execution of the Contract or issuance of an RFQ off of this Contract, whichever is later, including but not limited to the promises and certifications the Contractor made in qualifying for the Contract;

If any conflicts or discrepancies should arise in the interpretation of a PO, the order of precedence shall be:

- i. The consulting service category definitions, descriptions, qualification requirements, and contract terms and conditions set forth in the RFQ;
- ii. This Contract;
- iii. The PO and any attachment thereto, including: (1) the Contractor’s Proposal, as accepted by the Commonwealth; (2) the RFQ.

D. Bid Protest Procedure (April 2016) The Bid Protest Procedure is on the DGS website. [Click here](#)

E. New Equipment. Unless otherwise specified in this ITQ, all products offered by Contractors must be new or remanufactured. A 'new' product is one that will be used first by the Commonwealth after it is manufactured or produced. A 'remanufactured' product is one which: 1)

has been rebuilt, using new or used parts, to a condition which meets the original manufacturer's most recent specifications for the item; 2) does not, in the opinion of the Issuing Office, differ in appearance from a new item; and 3) has the same warranty as a new item. Unless otherwise specified in this invitation for bids, used or reconditioned products are not acceptable. This clause shall not be construed to prohibit Contractors from offering products with recycled content, provided the product is new or remanufactured.

F. Post-Submission Descriptive Literature. The Commonwealth may, during its evaluation of the bids, require any Contractor to submit cuts, illustrations, drawings, prints, test data sheets, specification sheets and brochures which detail construction features, design, components, materials used, applicable dimensions and any other pertinent information which the Issuing Office may require in order to evaluate the product(s) offered. The required information must be submitted within two (2) business days after notification from the Issuing Office. Failure to submit the required information prior to the expiration of the second business day after notification shall result in the rejection of the bid as non-responsive.

G. Tie Bids/Quotes. All tie bids/quotes will be broken by the Issuing Office.

H. Prompt Payment Discounts. Prompt payment discounts will not be considered in making an award. If prompt payment discounts are offered by any Contractor, however, the Issuing Office will take advantage of such offer.

V. REQUEST FOR QUOTES (RFQ) PROCEDURES: Commonwealth agencies will issue an RFQ to qualified Contractors, through the Commonwealth's Custom Portal, powered by the JAGGAER system. Contractors will respond to the RFQ in the system. The requesting agencies may require the qualified Contractors to furnish, upon request, additional documentation in the RFQ. The qualified Contractors selected for the RFQ process will receive a Purchase Order (PO) and will supply the service to meet the specific requirements as indicated in the RFQ.

Agencies will make a best value selection based upon the criteria set forth in the RFQ. Best Value refers to the process of selecting the quote which provides the greatest value to the agency based on evaluating and comparing all pertinent criteria, including cost, so that the Contractor whose overall proposal best suits the agency's needs is selected for each individual project.