

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF CORRECTIONS
6900 ATMORE DRIVE
RICHMOND, VIRGINIA 23225**

CONTRACT #DOC -17-009

This Contract entered into this 1st day of May 2018, by Keefe Commissary Network, LLC, hereinafter called the "Contractor" and the Commonwealth of Virginia, on behalf of the Virginia Department of Corrections, hereinafter called the "Department" or the "DOC"

WITNESSETH that the Contractor and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Department as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: May 1, 2018 through April 30, 2020 and renewable in accordance with Section III, Paragraph D.

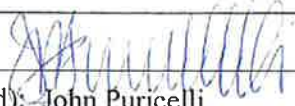
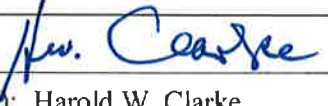
The Contract Documents shall consist of:

1. This signed form and the Memorandum of Understanding;
2. The following portions of the Request for Proposals dated March 9, 2017:
 - a. Statement of Needs,
 - b. General Terms and Conditions,
 - c. Special Terms and Conditions,
 - d. Addenda 001 through 008,
 - e. Attachments A – T-2, except Attachment H,
3. Attachment H (rev 02-2018); and
4. The Contractor's Proposal dated August 21, 2017,

all of which Documents are incorporated herein.

To the extent that the terms of the Contract Documents as listed above are in conflict, the specific provisions as stated in this Contract and Memorandum of Understanding shall prevail. Other Contract Documents listed in #2 and #4 above shall take precedence based upon the order in which they are listed.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR	DEPARTMENT
Signature: 	Signature: 
Name (printed): John Puricelli	Name (printed): Harold W. Clarke
Title: Executive Vice President, GM	Title: Director
Date: 4/18/18	Date: 4-26-18

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 shall be made in that invitation to bid or request for proposal.

CONTRACT #DOC-17-009

MEMORANDUM OF UNDERSTANDING

As a result of the competitive negotiation process applicable to Request for Proposals (RFP) #DOC-17-009 for the procurement of the DOC's Commissary Operation, Care Package Program, and Ice Cream Program, the Contractor and the Department do hereby agree:

I. SPECIFIC PROVISIONS:

These specific provisions are restated herein for clarification:

A. COMMISSARY OPERATION

The Contractor shall provide all management, staffing and materials to operate an on-site store, on-site bag delivery, off-site bag delivery or combination of these services to DOC facilities statewide. Methods of operation shall be as outlined in Attachment H (rev 02-2018) Security Levels and Commissary Methods of Operation. The DOC may add or remove facilities as needed. The Contractor shall be responsible for the following:

1. Commissary General Requirements

The Contractor shall:

- a. Make available all of the products listed on the DOC's approved Master Commissary Product and Price List, (Attachment J), make available all of the items authorized in the DOC's Operating Procedure (OP) 802.1, Institutional Property Matrix (Attachment K), and ensure that only those items are offered for sale to offenders in DOC facilities. The DOC reserves the right to add, remove or restrict any items on these lists. Items offered for sale in the Commissary must be purchased through the Commissary.
- b. Propose to the DOC commissary products that are new to the market, and provide product samples at no charge to the DOC when requested.
- c. Receive all commissary product deliveries at DOC facilities where commissary products are stocked.
- d. Maintain sufficient inventory of commissary products to minimize shortages and backorders.
- e. Work with and through the institution's Personal Property Officer for the sale and issuance of designated personal property items, including but not limited to tennis shoes, radios and televisions that

are sold through the Commissary and considered to be personal property and must be inventoried by the Personal Property Officer.

- f. Ship designated personal property items to arrive within 14 days after the DOC's Property Officer has approved the offender's request. Special orders may take up to 30 days. Special orders are limited to specialty-sized clothing and approved religious items that are not currently available through Commissary or Personal Property. Items deemed medically necessary will be procured by the medical department through the medical supplier.
- g. Receive personal property items and transport them to the DOC's Property Officer. The Property Officer will record the property on the offender inventory and ensure delivery to the offender.
- h. Ensure that sales do not exceed offenders' trust fund balances. The DOC will send a list of offenders' trust fund balances to the Contractor on a schedule determined by the DOC.
- i. Promptly issue credits for returned orders for offenders who were released or transferred, replace damaged goods and fill shortages (out of stock items). Correct errors (i.e. overcharges) within 48 hours.
- j. Provide Commissary services to offenders at least once per week for Major Institutions, Field Units, Work Centers, and Detention and Diversion Centers. The Facility Unit Head will determine the commissary schedule. The Contractor shall adhere to the schedule, even during holidays. Any exception to the schedule must be approved in advance by the Facility Unit Head.
- k. Provide an independently audited financial statement, specifically for the Contractor's Virginia DOC operation, for the previous calendar year. Submit the statement to the DOC's Contract Administrator by April 30 of every year.
- l. Provide and maintain all necessary hardware and software to support Commissary operations. The DOC requires an automated interface between the Commissary system and the DOC's automated information system. Technology requirements are outlined in Section I, paragraph G (page 13) of the Contract.
- m. For security purposes, provide all electrical items, electronics and accessories in clear casing.

2. **Commissary Window Operation**

The Contractor's responsibilities for a Commissary Window Operation inside the facility shall include but not be limited to the following.

The Contractor shall:

- a. Provide a means to handle direct ordering by offenders inside the facility at a Commissary window and a way to verify receipt of goods and services provided to offenders.
- b. Provide a sales receipt for each transaction. Present two (2) copies of the sales receipt to the offender (one for their signature) at the time of sale. Retain one signed copy and give one copy to the offender. The receipt shall contain the following information:
 - 1) Offender first and last name
 - 2) Offender ID number
 - 3) Offender location
 - 4) Items, quantities, selling prices of items ordered
 - 5) Total cost of transaction
 - 6) Offender signature line
- c. Bag operations may be required during lockdowns. Provide a sales receipt to the offender for items purchased during lockdowns.

3. **Commissary Bag Operation Inside the Secured Perimeter**

The Contractor's responsibilities for a Commissary Bag Operation inside the secured perimeter shall include but not be limited to the following.

The Contractor shall:

- a. Deliver orders to the facility, receive the orders, and deliver orders to the offenders within 2 to 3 days, excluding weekends and holidays, after the Contractor receives orders. The Facility Unit Head will set delivery hours at each facility, and the Contractor shall guarantee delivery during the set delivery hours unless the Facility Unit Head notifies the Contractor of changes due to security requirements.
- b. Provide two (2) copies of a sales receipt, one for the offender and one for facility staff, sealed within the bag. The receipt shall contain the following information:
 - 1) Offender first and last name
 - 2) Offender ID number
 - 3) Offender location

- 4) Items, quantities, selling prices of items ordered
- 5) Total cost of transaction
- 6) Offender signature line

4. **Commissary Bag Operation Outside the Secured Perimeter**

The Contractor's responsibilities for a Commissary Bag Operation outside the secured perimeter shall include but not be limited to the following.

The Contractor shall:

- a. Bag merchandise in see-through material. Items will be subject to search prior to being delivered to offenders.
- b. Deliver orders to the offenders within 2 to 3 days, excluding weekends and holidays, after the Contractor receives orders.
- c. Provide two (2) copies of a sales receipt, one for the offender and one for facility staff, sealed within the bag. The receipt shall contain the following information:
 - 1) Offender first and last name
 - 2) Offender ID number
 - 3) Offender location
 - 4) Items, quantities, selling prices of items ordered
 - 5) Total cost of transaction
 - 6) Offender signature line

5. **Commissary Pricing and Commission**

- a. The pricing of items on the Master Commissary Product and Price List shall be the pricing negotiated between the Contractor and the DOC.
- b. The Contractor shall include sales tax in the selling price for the convenience of the offenders. The Contractor shall be responsible for sales tax payments and returns.
- c. The Contractor shall pay a 10% commission to each DOC facility by the 10th of every month for the previous month's sales. Each facility will deposit commission checks into the facility's Offender Commissary Fund for the benefit of the offenders.
- d. Non-commissionable sales are sales of items that either are not allowed to have profit/mark-up added to them by law (including but not limited to U.S. postage stamps, picture tickets, over-the-counter medications) or any items/services agreed to by the Contractor and the DOC.

6. **Commissary Safety and Sanitation**

The Contractor shall:

- a. Use care in the use of space and equipment, and bear the expense of necessary repairs if they are caused by the negligence of the Contractor's employees. The DOC will accomplish the repairs. Once the repairs are completed, the DOC will bill the cost of the repairs to the Contractor, and the Contractor shall reimburse the DOC within 30 days after issuance of the invoice.
- b. Report all hazardous equipment or conditions that need immediate attention, repair and/or replacement, to the Facility Unit Head or designee.
- c. Maintain a sanitary work area. The DOC will conduct periodic sanitation inspections of the work area. See Attachment I: DOC Food Establishment Inspection Report.

7. **Commissary Reporting and Deliverables**

The Contractor shall deliver reports for the Commissary operation as follows:

- a. Develop and deliver reports as needed. The reports shall include the information requested by the Contract Administrator.
- b. Deliver a Monthly Facility Sales Report by the 10th of every month, for the previous month's sales, to the Business Manager at each facility. The report shall include the following information:
 - Facility name
 - Total sales
 - Net site item purchase
 - Commissionable sales
 - Sales tax
 - Commission amount
 - Amount due
 - Backorders
 - Item description
 - Number backordered
 - Substitutions
 - Item description
 - Number substituted

- c. Deliver a Monthly Statewide Sales Report by the 10th of every month, for the previous month's sales, to the Contract Administrator. The report shall include the following information:
- Facility name
 - Total sales
 - Net site item purchase
 - Commissionable sales
 - Sales tax
 - Commission amount
 - Amount due
 - Backorders
 - Facility name
 - Item description
 - Number backordered
 - Substitutions
 - Facility name
 - Item description
 - Number substituted
- d. Deliver a Quarterly Statewide Usage Report, with a separate tab for each facility, by the 10th of the month following every quarter, to the Contract Administrator. The report shall include the following information:
- Unit of measure
 - Item price
 - Number of units sold
 - Item description
- e. Deliver an Annual Statewide Usage Report (all item usage combined) by January 15, for the previous calendar year, to the Contract Administrator. The report shall include the following information:
- Unit of measure
 - Item price
 - Number of units sold
 - Item description
- f. Deliver an independently audited Financial Statement by April 30 every year to the Contract Administrator. The Financial Statement shall be specifically for the Contractor's Virginia DOC operation.

B. CARE PACKAGE PROGRAM

1. The Contractor shall provide all management, staffing and materials to operate a Care Package Program to DOC offenders and their families and

friends. The Contractor's responsibilities shall include but not be limited to the following.

The Contractor shall:

- a. Offer DOC approved food and snack items for sale to offenders and their families and friends to be delivered to DOC facilities for offenders. Ensure that only items on the approved Care Package Product List are available for sale. The DOC reserves the right to revise the approved product list.
- b. Provide all DOC facilities with posters and information about the Care Package Program.
- c. Provide order forms in sufficient quantity to all DOC facilities, showing all items available for purchase and prices, by a date set in a memorandum from the Chief of Corrections Operations.
- d. Ensure that, per offender, each order is not less than \$15, including sales tax, and not more than the following amounts, including sales tax, plus shipping and handling, per offender during each ordering period. These spending limits are based upon the security level of the facility.

Security levels 1 and 2	\$125.00 per week
Security level 3	\$110.00 per week
Security level 4	\$ 85.00 per week
Security level 5 and Red Onion	\$ 50.00 per week
- e. Contact each facility two (2) weeks prior to shipment of the package to verify that the offender is still located at this facility. Send to each facility a list of offenders who will have a package shipped to them and an estimated delivery date. Within two (2) business days, the facility will verify the list of offenders who are to receive packages and send the list back to the Contractor indicating the actual location of any offenders who are not at the facility.
- f. Ensure that the order delivery dates are the dates established in the memorandum from the Chief of Corrections Operations and agreed upon in advance by the Contractor.
- g. Ensure that all orders for offenders at a facility are delivered at one time.
- h. Deliver Care Packages to DOC facilities in sealed, clear plastic bags with the offender's name and ID number clearly designated on a receipt.

- i. The DOC facility's employees will distribute care packages to offenders.
- j. If an offender is not at the DOC facility at the time of delivery, the facility will notify the Contractor with the actual location of the offender. The Contractor shall deliver the package within 3 business days to the proper facility at the Contractor's expense.
- k. Pay the DOC a commission on all gross taxable sales each month.

2. **Care Package Pricing and Commission**

- a. Upon receipt of the DOC's approval for selection of each quarter's Care Package assortment, the Contractor shall provide the DOC's Contract Administrator written confirmation of the selling price for each item. The individual placing the order will be responsible for payment of all fees associated with the order.
- b. The Contractor shall pay a 10% commission to the DOC on all gross taxable sales. Commission will be calculated on a per facility basis. The Contractor shall submit a commission check to the Business Manager at each facility by January 15, April 15, July 15 and October 15 every year. The commission check shall be made payable to the Department of Corrections/Name of the Facility and delivered to each facility's Business Manager. Commission checks will be deposited by each facility into the facility's Offender Commissary Fund for the benefit of the offenders.

3. **Care Package Safety and Sanitation**

The Contractor shall:

- a. Package goods in containers so they can be easily removed from the vehicle transporting the items.
- b. Package items in easily manageable boxes to avoid injury. The suggested maximum weight is 30 pounds.
- c. Ensure hazardous materials are not in the area or vehicles where the products are transported.
- d. Package items in sealable containers to avoid bacteria.
- e. Prior to transport to correctional facilities, ensure area for storage and distribution is clean and dry.

- f. Prior to transport to correctional facilities, ensure vehicles are treated for infestation and rodents.
- g. Use care in the use of space and equipment and bear the expense of necessary repairs if they are caused by the negligence of the Contractor's employees. The DOC will be responsible for accomplishing the repairs. Once the repairs are completed, the cost of the repairs will be billed to the Contractor.

4. **Care Package Reporting and Deliverables**

The Contractor shall deliver reports for the Care Package Program as follows:

- a. Develop and deliver reports as needed. The reports shall include the information requested by the Contract Administrator.
- b. Deliver a Quarterly Sales Report by the 10th of the month following every quarter, to the Contract Administrator. The report shall include the following information:
 - Item number
 - Unit of measure
 - Item description
 - Invoice quantity
 - Invoice sales

C. ICE CREAM PROGRAM

The Contractor shall make the sale of ice cream available to offenders. The Contractor shall pay a 10% commission on ice cream sales to each of the DOC's participating facilities. Each facility will deposit the revenues into the facility's Offender Commissary Fund for the benefit of the offenders. DOC Operating Procedure 801.6 outlines the current protocol.

DOC Operating Procedure 801.6, Section IV, paragraph F, item 4:
Sale of Ice Cream (Restricted to Security Levels 1-3)

1. The Facility Unit Head will determine if ice cream is available for sale to the offender population through the facility's commissary.
2. The contract vendor will order the ice cream and deliver it to a vendor provided freezer located in the commissary or other designated location.
3. Facilities that have their commissary orders shipped from another facility will receive ice cream directly from the vendor. Once the delivery is

received, facility staff will fax the receiving document to the facility responsible for providing commissary services.

4. Offenders must purchase a color-coded ticket which represents a specific type of ice cream from the facility commissary. The ticket must be turned in to facility staff in order to receive the selected ice cream.
5. The Facility Unit Head will determine the process for ice cream distribution (location, number of days offered, etc.) and inventory control.
6. All proceeds from the sale of ice cream shall be deposited into the Commissary Fund.

D. AUTOMATED ORDERING SYSTEM

The Contractor shall provide an automated ordering system in which the Contractor covers all costs, including any needed equipment and network infrastructure to support the system, with the option to integrate with other vendors' technology systems, applications and hardware as necessary throughout the contract period so that DOC offenders can place commissary orders from kiosks and/or tablets which may or may not be managed by the Contractor.

E. OFFENDER LABOR

The Contractor shall:

1. Utilize offender labor to the maximum degree possible to reduce cost and provide employment opportunities for offenders.
2. Maintain time records for each offender worker and report hours worked to the designated DOC staff on a weekly basis.
3. Be responsible for reporting offenders observed violating any laws or DOC rules of conduct to DOC security personnel. The Contractor may request the institution remove any offender the Contractor feels is unsuitable for the commissary service function.
4. Be responsible for providing offenders with training in any particular task to which the offender is assigned. The Contractor shall document this training and make such documentation available to the Facility Unit Head or designee.
5. Be responsible for funding offenders wages based upon the rate of pay provided by the DOC, which ranges between \$0.27 - \$0.45 per hour. All offenders will be enrolled in the DOC offender payroll system and are not considered Contractor employees. The DOC will pay the offenders. The DOC will invoice the Contractor quarterly, and the Contractor shall reimburse the DOC within 30 days of issuance of the quarterly invoice.

F. SECURITY RULES AND REGULATIONS

1. The Contractor shall ensure that all personnel, equipment, tools, keys and supplies/materials comply with any and all rules, regulations, and procedures of the DOC and the individual facilities. Questions shall be addressed to the Facility Unit Head or their designee at each facility. The individual facility's rules, regulations and procedures governing the entry and conduct of staff working inside the facility will be made available and explained at orientation.
2. All personnel entering a correctional facility will be subject to a search of their person and personal items. Searches will be conducted in accordance with established operating procedures, which include but are not limited to frisk search, electronic scanner, and detection devices (metal detector, cell phone detector, and imaging technology) and search by detection canines.
3. All equipment, tools, supplies and materials must have prior approval from the Facility Unit Head and will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and brought out of the security compound when not in use.
4. Any attempt to introduce contraband, to assist in escape, or to have unauthorized contact with offenders is prohibited and will be prosecuted under the provisions of the Code of Virginia. The Contractor's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a Contractor's employees and an offender which assists the offender to escape is a felony and will be prosecuted.
5. The Contractor's personnel may not deliver, receive or otherwise transfer any item (no matter how innocuous) to or from an offender (except for those items detailed as approved in the Contract) without express permission of the Facility Unit Head or designee.
6. The Contractor's representatives are limited to movement to professional contact with offenders while providing commissary services and while supervising offender workers.
7. No person who appears to be under the influence of drugs or alcohol or who is otherwise impaired will be allowed entry into a correctional facility and will not be permitted to return to work in the correctional center in the future.

8. The DOC reserves the right to deny entrance to anyone who is suspected of a breach of security for failure to follow published rules, regulations or procedures.
9. The Contractor's personnel must be in possession of a facility issued Contractor ID card, and the ID card must be produced by the Contractor's personnel when required by security operations.
10. The Contractor's personnel must be dressed in compliance with facility dress code and appropriate to perform their duties. The Contractor's personnel shall not wear clothing that bears any similarity to offender clothing. Clothing that is short, tight fitting, provocative or revealing is not appropriate attire for a correctional facility environment. Individuals so dressed will be asked to change their clothing or leave the facility.
11. Any mail or packages received at the facility will be searched prior to being delivered inside the secured perimeter.
12. The entrance of vehicles or motorized equipment within the secured perimeter is discouraged. If this shall be necessary and authorized by the Facility Unit Head or designee, then any vehicle left unattended must be locked and the keys must be removed or it shall be otherwise rendered inoperable. No vehicle is permitted to exit the security compound until after a facility count has been completed. Count times vary and are determined by the Facility Unit Head.
13. All employees of the Contractor who regularly work inside the secured perimeter must attend Staff Orientation for Security/Non-Security – Phase I and attend Phase II for all contract staff that has contact or supervises offenders, checks out keys, or tools to complete job duties. In addition, annual in-service training on security practices and procedures must be taken. The aforementioned training will be at no charge to the Contractor.

The DOC will provide medical tests and inoculations as required of DOC staff at no cost to the Contractor.

14. The Contractor's computers shall have an automatic lockout system to prevent unauthorized use of the computer.

G. TECHNOLOGY REQUIREMENTS

All computer devices and network equipment provided by the Contractor that are authorized to connect to the Commonwealth of Virginia (COV) IT network shall be up to date with current security software, including but not limited to anti-virus and anti-malware software, along with current hardware, operating systems and software applications. The Contractor shall follow all applicable COV IT security policies.

The DOC requires that a secured data interface exist between the Contractor's point of sale system and the DOC's Offender Trust system. This interface consists of secured two-way communication between the point of sale and the DOC's Offender Trust system. The DOC's Offender Trust system will transmit data that contains the offender's available balance to spend, which will be processed and used by the Contractor's point of sale system to limit the dollar amount the offender may spend. The Contractor shall transmit back to the DOC's Offender Trust system the amount of money spent by each offender. This transmission process must meet the following requirements:

Spend Balance Data to the Commissary

An agreed upon format between the DOC and the Contractor sent from the DOC on demand via SFTP and any future secure transmission protocols to the Contractor's website, processed into the point of sale system in a timely manner (as agreed upon). The Contractor's website must meet high availability standards to receive the data.

Point of Sale from the Commissary

An agreed upon format between the DOC and the Contractor contains agreed upon offender information to identify the offender, amount, debit, credit, and location, placed on the Contractor's website in a timely manner (as agreed upon). The current SFTP protocol requires an edata file per facility. The Contractor's website must meet high availability and error detection/correction standards to allow the DOC to retrieve the data for processing. Transmission of the file to the DOC will be via SFTP or any future secure transmission protocols initiated by the DOC.

All transmissions must take place to and from the Contractor's website. No additional access to the DOC's system, unless mentioned above, will be granted to the Contractor.

The Contractor shall provide services for accessing the internet at no cost to the DOC, for the duration of the Contract, to support the requested services in this Contract. The Contractor shall provide network cabling and infrastructure at each DOC facility as needed. The Contractor shall provide any increase in bandwidth necessary, at no cost to the DOC, for the duration of the Contract to support the requested services in this Contract.

H. DOC RESPONSIBILITIES

1. The DOC will provide storage and Commissary space at each facility.
2. The DOC will provide the on-site utilities required to operate the Commissary. If approved by the Facility Unit Head, the Contractor may use the DOC's telephone lines; however, the Contractor may be required to reimburse the DOC on a monthly basis for all charges for designated phone lines. The DOC's on-site Administrator will document the number of lines approved for use and provide the Contractor with a monthly invoice for the phone line use and access. The Contractor will pay the invoice within 10 days after receipt of the invoice. If the DOC determines the phone line usages must revert back to the DOC facility, the DOC will attempt to provide 30 days' notice to the Contractor.

I. CONTRACT ADMINISTRATION

The DOC has identified its Contract Administrator for this Contract. The individual named below will be the Contract Administrator and point of contact at the DOC for the day-to-day operations under this Contract. The Contractor shall direct all communications to:

Melissa Welch
Operations Support Manager / Contract Administrator
6900 Atmore Drive
Richmond, Virginia 23225
(804) 887-8214
melissa.welch@vadoc.virginia.gov

The Contract Administrator cannot approve modifications/amendments to this Contract.

II. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This Contract 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 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 www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This 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 entering into this Contract, the Contractor certifies to the Commonwealth that the Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this Contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.
 - d. The requirements of these provisions 1 and 2 are a material part of the Contract. If the Contractor violates one of these provisions, the

Commonwealth may terminate the affected part of this Contract for breach, or at its option, the whole Contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific Contract is terminated.

e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the Contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this Contract.

2. The Contractor will include the provisions of 1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. ETHICS IN PUBLIC CONTRACTING: By entering into this Contract, the Contractor certifies that the Contract is made without collusion or fraud and that the Contractor has not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with this Contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into this 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 Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from contracting for the type of goods and/or services covered by this Contract. The Contractor further certifies that it is not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

G. ANTITRUST: By entering into this 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. 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 Contract, the Special Terms and Conditions shall apply.
- I. 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.
- J. ASSIGNMENT OF CONTRACT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- K. 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.

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

M. INSURANCE: By entering into this Contract, the Contractor certifies that it will have the following insurance coverages 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 Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that insurance companies authorized by the Virginia State Corporation Commission to sell insurance in Virginia will provide all insurance coverages.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

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 must be named as an additional insured and so endorsed on the policy.
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 Contractor (or third party owner of such motor vehicle) maintains the required coverage.

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

O. DRUG-FREE WORKPLACE: 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.

P. NONDISCRIMINATION OF CONTRACTORS: A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor 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.

Q. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All contractors must register in eVA and pay the Vendor Transaction Fees specified below.

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

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

R. BID PRICE CURRENCY: Unless stated otherwise in the Contract, the Contractor shall state prices in US dollars.

- S. **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.

III. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate this 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 be terminated by either party, 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.
- C. **eVA ORDERS AND CONTRACTS:** The Contract may result in a purchase order(s) with the applicable eVA transaction fee assessed for each order.

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

- D. **RENEWAL OF CONTRACT:** This Contract may be renewed by the Commonwealth for six (6) successive one-year periods under the terms and

conditions of the original Contract except as stated in 1 and 2 below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each Contract period.

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

E. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building. The DOC will not assume any responsibility for receiving these shipments. The Contractor shall check with the DOC and make necessary arrangements for security and storage space in the building.

F. JOB SITE: By entering into this Contract, the Contractor certifies that the Contractor is aware of the conditions under which the work must be accomplished.

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

1. **Submission of Small Business Subcontracting Plan:** It is the goal of the Commonwealth that 42% of its purchases be made from small businesses. 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 when they have 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 bids or proposals.

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

In addition to withholding payment to the Contractor on a quarterly basis, \$1,000 in liquidated damages may be assessed for a first occurrence of either 1) noncompliance with the quarterly reporting requirement or 2) an unacceptable explanation of a variance. \$2,000 may be assessed for a second occurrence, and \$3,000 may be assessed for a third occurrence.

3. **Prime Contractor Subcontractor Reporting:**
 - a. Each prime Contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are DSBSD-certified businesses or ESOs. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, Service Disabled Veteran, or Employment Services Organization) and type of product/service provided, at the frequency required.
 - b. In addition, each prime Contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a quarterly basis, information on use of subcontractors that are **not** DSBSD-certified businesses. The Contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

H. PERFORMANCE AND PAYMENT BONDS: The Contractor shall deliver to the purchasing office executed Commonwealth of Virginia Standard Performance

and Labor and Material Payment Bonds, each in the sum of the Contract amount, with the Commonwealth of Virginia as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the Contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

- I. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.
- J. **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.
- K. **WARRANTY (COMMERCIAL):** The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this Contract.
- L. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Commonwealth's satisfaction at the Contractor's expense.
- M. **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.

N. CONTINUITY OF SERVICES:

1. The Contractor recognizes that the services under this Contract are vital to the Agency and must be continued without interruption and that, upon Contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - b. 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
 - c. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

O. PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of Contract is expressly prohibited unless approved in writing by the Contract Administrator. The Agency may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Administrator, for a price no greater than the Contract price, if the product for which the Contract was awarded becomes unavailable to the Contractor.

P. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or

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 bid or proposal a statement describing why the bidder or 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 bidder or 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.

Q. 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.

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

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

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

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

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

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

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

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

S. CONFIDENTIAL INFORMATION: The Contractor acknowledges that in the performance of this Contract, confidential and proprietary offender information will be made available to the Contractor. The Contractor agrees to maintain the confidentiality of the offender information. The Contractor shall not disclose any offender information to any third party without prior written authorization from the DOC. These obligations shall apply to verbal information as well as specific portions of information that are disclosed in writing or other tangible form.

T. CRIMINAL RECORDS AND DRIVERS LICENSE CHECKS: The DOC will require annual driver's license checks for any Contractor staff that is allowed to drive a state vehicle to support the requirements of this Contract. Any Contractor staff allowed to drive a state vehicle shall be required to report to the DOC Contract Administrator if:

- They are charged with a moving traffic violation that occurs on or off the job
- They are convicted of a moving traffic violation of any kind.

Notification to the DOC Contract Administrator shall be within 48 hours of the charge and/or conviction.

Contractor staff that is allowed to drive state vehicles shall sign a statement granting approval for the DOC to process the annual driver's license check (see Attachment E)

- U. **DRUG FREE WORKPLACE:** The Contractor's employees assigned to this Contract will be subject to a pre-employment drug screening processed by the Contractor. All contract personnel shall be subject to a post-accident drug testing and testing where reasonable suspicion exists that the terms of this clause have been violated. In addition, Contractor's employees assigned to this Contract, who work in correctional facilities, detention centers, diversion centers, probation and parole offices, and central or regional offices or with offenders, will be subject to random urinalysis testing. All required drug testing shall be paid for by the Contractor.
- V. **FRATERNIZATION PROHIBITION:** The Contractor's staff assigned to provide services to the Department of Corrections shall not interact with offenders in an unprofessional manner. Examples of unprofessional behavior include, but are not limited to, non-work-related visits between the offender and Contractor staff and engaging in romantic or sexual relationships with offenders.
- W. **HIRING PRACTICES:** In the event a Contractor proposes to employ ex-offenders, the DOC may determine that it is not in the best interest to allow some ex-offenders to provide service. Some of the factors that the DOC may consider are: where the ex-offender served time, the nature of the crime and the length of time since sentence obligation was completed.
- X. **PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors' staff, who are providing services to the Virginia Department of Corrections, and who have any level of interaction or potential for interaction with offenders shall review the Prison Rape Elimination Act (PREA) <https://www.vadoc.virginia.gov/procure/>. Contractors and Contractors' staff must receive training (at the Agency location where services are to be performed) on their responsibilities under PREA including the Agency's sexual abuse and sexual harassment prevention, detection and response policies and procedures (including reporting). Contractors and Contractors' staff agree to abide by the Agency's zero-tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.
- Y. **INDEMNIFICATION:** The Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or the failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered.

ATTACHMENT H (rev 02-2018)
SECURITY LEVELS & COMMISSARY METHODS OF OPERATION

Central Region	
Baskerville – (SL 1/2)	GP: Window Special Housing: Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Buckingham – (SL 3/4)	GP: Window Special Housing: Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Central Va. #13 – FU	on-site bag & deliver Special Housing: Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Chesterfield W DET./DIV. CTR	off-site bag & deliver from CVCU 13
Coffeewood – (SL 2)	GP: Window Special Housing: Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Deep Meadow CC (SL 2)	GP: Window Special housing: Bagged and Delivered; Limit of \$40, 3 x's per month; limited to legal supplies, hygiene, OTC med's.
Dillwyn CC (SL2)	GP: Window Special housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Fluvanna CCW (SL 3)	GP: Window Special housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Halifax #23 – FU	off-site bag & deliver from Lunenburg CC
James River Work Center	off-site bag & deliver from DMCC
Lunenburg CC (SL 2)	GP: Window Special housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Nottoway CC (SL 3)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. Reception Center: Restricted List and spend limit.
Nottoway Work Center	off-site bag & deliver from Nottoway
Powhatan – Special Purpose (SL 2/3)	GP: Window Special housing: Bagged and Delivered; Limit of \$40, 3 x's per month; limited to legal supplies, hygiene, OTC med's.
Rustburg #9 – FU	off-site bag & deliver from Buckingham issued from property intake/commissary room
Stafford Men's Diversion	off-site bag & deliver from Sussex
VCCW (SL 2)	GP: Window Special Housing: no commissary for seg

Western Region	
Appalachian Detention Center	off- site bag & deliver from Keen Mountain
Augusta (SL 3)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Bland (SL1/2)	GP: window Special Housing: Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. Reception Ctr: Restricted List and spend limit.
Cold Springs – FU	off-site bag & deliver from Augusta
Green Rock (SL 2/3)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Harrisonburg	off-site bag & deliver from Augusta CC
Keen Mountain (SL 3/4)	GP: on-site bag & vendor deliver to housing unit to table for vendor staff to distribute Special Housing: bag & vendor deliver cell to cell 43. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Marion – Special Purpose	off-site bag & deliver from River North
Patrick Henry – FU	off-site bag & deliver from Green Rock
Pocahontas (SL 2/3)	GP: on-site bag & deliver Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Red Onion (SL 5/6/S)	GP: on-site bag & vendor deliver cell to cell. Special Housing: bag & deliver to cell. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. (total cells for entire facility – 704)
River North – (SL 4)	GP: on-site bag & vendor deliver to housing unit to table for vendor staff to distribute Special Housing: bag & vendor deliver cell to cell (48). Limit of \$40, 3x's per month; limits on ordering menu set by the facility. SCORE Unit: bag & vendor deliver cell to cell (20). EPIC Unit top tier: bag & vendor deliver cell to cell (22). EPIC Unit bottom tier: bag & deliver to housing unit at table for vendor staff to distribute
Wallens Ridge (SL 5/S)	GP: on-site bag & vendor deliver to housing unit to table for vendor staff to distribute Special Housing: bag & vendor deliver to housing unit. Vendor staff observes DOC staff hand out cell to cell (176). Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Wise – FU	off-site bag & deliver from Red Onion

Eastern Region	
Brunswick Women's Work Center	off-site bag & deliver
Caroline Unit 2 –FU	off-site bag & deliver from Deerfield CC.
Deerfield Correctional Center (SL2)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Deerfield Men's Work Center	off-site bag & deliver from Deerfield Main
Deerfield Women's Work Center	off-site bag & deliver from Deerfield Main
Greenville (SL 2/3); Greenville Work Ctr.	GP: on-site bag & deliver Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. Work Ctr.: Bagged and Delivered from Greenville Main.
Haynesville CC (SL2)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Haynesville CU 17 - FU	off-site bag & deliver from HCC
Indian Creek CC (SL 2)	GP: Window Special housing: bag & deliver – hygiene items only
St. Brides CC (SL 2)	GP: Window Special Housing: bag & deliver. Limit of \$40, 3x's per month; limits on ordering menu set by the facility.
Sussex I SP (SL 4)	GP: on-site bag & vendor deliver to housing unit to table for vendor to distribute Special Housing: bag & vendor deliver to Segregation Unit/staff deliver to offender. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. Death Row: bag & vendor delivery to housing unit
Sussex II – (SL 4)	GP/Youthful Offender Unit/Dialysis Unit/SAM pod: on-site bag & vendor deliver to housing unit to table for vendor staff to distribute Special Housing: bag & vendor deliver to housing unit/staff delivers to offenders. Limit of \$40, 3x's per month; limits on ordering menu set by the facility. Medical Cells (2): on-site bag & deliver to housing unit

GP –General Population

Special housing – a restricted housing unit inside the secured perimeter of the facility. Offenders are not permitted to personally pick up their commissary order from window. The offenders may be limited to a modified menu of items that only include hygiene, writing materials, and stamps.

FU – Field Unit; SL – Security Level designation; Blue – Work Center; Detention or Diversion Centers; Special Purpose