



**ARLINGTON  
VIRGINIA**

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**NOTICE OF RIDER CONTRACT**

<b>TO:</b> ABACUS CORPORATION	<b>DATE ISSUED:</b>	<u>MAY 16, 2023</u>
2500 E. PARHAM ROAD, SUITE 4	<b>CURRENT REFERENCE NO:</b>	<u>23-DHS-R-635</u>
RICHMOND, VA 23228	<b>CONTRACT TITLE:</b>	<u>MEDICAL STAFFING</u>

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**THIS IS A NOTICE OF A RIDER CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

Arlington rides the Lead Agency's contract referenced below for the goods and services so referenced. The contract documents consist of this notice and terms and conditions of the Lead Agency Agreement including any attachments or amendments thereto.

**LEAD AGENCY NAME:** COMMONWEALTH OF VIRGINIA  
**LEAD AGENCY CONTRACT NUMBER:** CTR012050  
**EFFECTIVE DATE:** MAY 16, 2023  
**EXPIRES:** APRIL 30, 2024  
**RENEWALS:** THERE ARE FOUR (4) ONE (1) RENEWALS REMAINING  
**LIVING WAGE:** N

**ATTACHMENTS:**  
ATTACHMENT A – COMMONWEALTH OF VIRGINIA AWARD AND CONTRACT

**EMPLOYEES NOT TO BENEFIT:**  
**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** MICHAEL P BRADY  
**EMAIL ADDRESS:** [MPBRADY@ABACUSCORPORATION.COM](mailto:MPBRADY@ABACUSCORPORATION.COM)

**VENDOR TEL. NO.:** (443) 961-7871

**COUNTY CONTACT:** RUDBEL ALFARO JR. (DPR)

**COUNTY CONTACT EMAIL:** [RALFARO@ARLINGTONVA.US](mailto:RALFARO@ARLINGTONVA.US)

**COUNTY TEL. NO.:** (703) 228-5147



# COMMONWEALTH of VIRGINIA

Department of General Services  
Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

## NOTICE OF AWARD

Contract No.: See below

Date: March 13, 2023

eVA Vendor No. See below

### Non-Northern Virginia

<u>Contract Number</u>	<u>Bidder Name</u>	<u>Address</u>	<u>Supplier ID</u>	<u>eVA Vendor ID</u>	<u>Bid Response Date</u>
CTR012051	ACI Federal	500 Lafayette Blvd Ste 200 Fredericksburg, VA 22401	SUP210143	VS0000305030	1/24/2023
CTR012053	HealthForce of Virginia Inc	2102 East Main Street Richmond, VA 23223	SUP106063	E74574	1/24/2023
CTR012050	Abacus Corporation	2500 E. Parham Road Suite 4 Richmond, VA 23228	SUP100468	C9568	1/23/2023
CTR012055	Medical Xray Staffing Solutions Inc.	6837 Center Dr Ste 9 Norfolk, VA 23502	SUP038653	VS0000120389	1/24/2023
CTR012057	Syra Health Corp	901 N Glebe Rd Ste 500 Arlington, VA 22203	SUP238782	VS0000361637	1/23/2023
CTR012056	NCVA Medical Staffing Inc	110 Main Street PO Box 1071 Brookneal, NC 24528	SUP142370	VS0000194213	1/24/2023
CTR12052	Gateway Healthcare Professionals LLC	11601 Long Meadow Drive Glen Allen, VA 23059	SUP126090	VS0000123088	1/23/2023



CTR012054	InstantServe LLC	1232 E King St Lancaster, PA 17602	SUP219191	VS0000322456	1/25/2023
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### Northern Virginia

<u>Contract Number</u>	<u>Bidder Name</u>	<u>Address</u>	<u>Supplier ID</u>	<u>eVA Vendor ID</u>	<u>Bid Response Date</u>
CTR012058	TJs Safety Training & Staffing	1102 S Main St Farmville, VA 23901	SUP061537	VC0000124720	1/23/2023
CTR012053	HealthForce of Virginia Inc	2102 East Main Street Richmond, VA 23223	SUP106063	E74574	1/24/2023
CTR012050	Abacus Corporation	2500 E. Parham Road Suite 4 Richmond, VA 23228	SUP100468	C9568	1/23/2023
CTR012051	ACI Federal	500 Lafayette Blvd Ste 200 Fredericksburg, VA 22401	SUP210143	VS0000305030	1/24/2023
CTR012057	Syra Health Corp	901 N Glebe Rd Ste 500 Arlington, VA 22203	SUP238782	VS0000361637	1/23/2023
CTR12052	Gateway Healthcare Professionals LLC	11601 Long Meadow Drive Glen Allen, VA 23059	SUP126090	VS0000123088	1/23/2023

In Response to: IFB #5918

To Furnish: Statewide Temporary Medical Services

During the Period: May 1, 2023 – April 30, 2024 with two two-year renewals

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

*Rofanne Thomas*

(Name)

Statewide Sourcing & Contracting Officer



# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

## **NOTICE OF INTENT TO AWARD**

DATE: March 3, 2023

COMMODITY: 94848 – Health Care Services

IN RESPONSE TO IFB #5918  
DATED: December 13, 2022

### VENDORS:

- Abacus Corporation
- ACI Federal
- Gateway Healthcare Professionals LLC
- HealthForce of Virginia Inc.
- InstantServe LLC
- Medical X-Ray Staffing Inc.
- NCVA Medical Staffing Inc.
- Syra Health Corp
- TJs Safety Training & Staffing

Records for this procurement are now available for inspection by any Bidder on this IFB.

*Roxanne Thomas*

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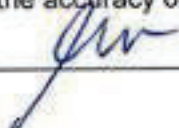
Roxanne Thomas, VCA, VCA  
Statewide Sourcing & Contracting Officer

## VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
Name: Michael P. Brady, SPHR, CSP Phone: 443-961-7871 Email: mb@AbacusCorporation.com
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
78 Years 3 Months
4. eVA Vendor ID or DUNS Number: C9568
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: VA Department of General Services Contact: Roxanne Thomas  
Phone: (804) 786-5415 Email: roxanne.thomas@dgs.virginia.gov  
Dates of Service: 7/1/2017 to present \$ Value: \$60MM
  - B. Company: Office of Public Health Planning (VDH) Contact: John Ringer  
Phone: (804) 864-7465 Email: john.ringer@vdh.virginia.gov  
Dates of Service: 4/1/2020 to present \$ Value: \$15MM
  - C. Company: Alexandria Fire Administration Contact: Tony Washington  
Phone: (703) 746-5184 Email: tony.washington@alexandria.gov  
Dates of Service: 7/1/2019 to present \$ Value: \$750,000
  - D. Company: Arlington County Government Contact: Renie Penna-Couttenye  
Phone: (703) 228-5659 Email: rpenna-couttenye@arlingtonva.us  
Dates of Service: 7/1/2019 to present \$ Value: \$6MM

I certify the accuracy of this information.

Signed:  Title: Chief Administrative Officer Date: 1/18/23



## STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive.

Virginia State Corporation Commission ("SCC") registration information: The Bidder:

is a corporation or other business entity with the following SCC identification number:  
0770556-9

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

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

-OR-

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

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

Signature:  Date: 1/18/23

Name: Michael P. Brady, SPHR, CSP  
Print

Title: Chief Administrative Officer

Name of Firm: Abacus Corporation


**SMALL BUSINESS SUBCONTRACTING PLAN**

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

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** Abacus Corporation

**Preparer Name:** Michael P. Brady, SPHR, CSP  **Date:** 1/18/23

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

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

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

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

**Section A**

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

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status



that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

**Subcontract #1**

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

**Subcontract #2**

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

**Subcontract #3**

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

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

<p><b>IFB #5918 For Temporary Medical Worker Services</b></p>	
<p>There are a total of 10 Zones in Virginia: Zone 97 through Zone 106. See <u>Attachment C</u> for Counties and Cities included in each Zone alphabetically and Map of Virginia by Zone.</p>	
<p>See page 1 of Attachment B for Pay Bands which show the Minimum Hourly pay Rate and the Maximum Hourly pay Rate. Each position is titled and shows a corresponding pay band. The general position descriptions and position expectations are also stated in Attachment B.</p>	
<p>Offeror should enter their mark-up percentage for each pay band listed below for the quote to be considered. See IFB - IV, SCOPE OF WORK - D, Pay Rate Determination, for hourly pay rate determination and bill rate calculation. The amount that may be billed to the using agency by the contractor shall be the predetermined pay rate per hour (which must be paid to the temporary medical service worker) plus the mark-up percentage of the contractor. Holiday Bill Rates and Overtime Bill Rates will be the hourly pay rate x's 1.5; then the contractor will add the mark-up percentage, to arrive at the billable hourly rate.</p>	
<p>List the geographical Zone(s) number (excluding Northern Virginia) to which this quotation applies in the <b>gray cell</b> marked "Enter Zone(s)"; The offeror will be considered only for the Zones included in this cell excluding Northern Virginia (<b>second spreadsheet below</b>). Offerors will be considered for the Northern Virginia area only if the Northern Virginia table below is completed with fully loaded mark-up percentages.</p>	
<p><b>ZONE(S) THAT APPLY TO THIS QUOTATION:</b></p>	<p>Enter Zone(s): ALL ZONES - 97, 98, 99, 100, 101, 102, 103, 104, 105, 106</p>



ATTACHMENT K  
PRICING SCHEDULE

Offeror must enter their proposed mark-up percentage in column E (shown in green).

There must be a percentage provided for all line items for both Non- Northern Virginia and Northern Virginia pay bands.

Hourly Pay Rates per Band are in line with the State Pay Rate per Band

Percentages of Markup will be the same for all Zones within a Position Pay Band.

Non- Northern Virginia Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)	Scenario number of one week's worth of hours	Maximum Extended Total Regular Markup Bill Rate
<b>SAMPLE</b>	<b>\$10.00</b>	<b>\$20.00</b>	<b>15%</b>	<b>20</b>	<b>\$460.00</b>
1	\$12.00	\$26.45	26.00%	20	\$666.54
2	\$12.00	\$32.59	26.00%	20	\$821.27
3	\$13.63	\$37.70	26.00%	20	\$950.04
4	\$17.81	\$47.29	26.00%	20	\$1,191.71
5	\$23.27	\$59.82	26.00%	20	\$1,507.46
6	\$30.39	\$76.19	26.00%	20	\$1,919.99
7	\$39.71	\$97.58	20.50%	20	\$2,351.68
8	\$51.87	\$125.52	20.00%	20	\$3,012.48
<b>Grand Total:</b>					<b>\$12,421.17</b>

ATTACHMENT K  
PRICING SCHEDULE

**NOTE:** Northern Virginia  
Hourly Pay Rates are  
applicable to most  
agencies/facilities located  
in Zone 100 & some of the  
locations in 99.

Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)	Scenario number of one week's worth of hours	Maximum Extended Total Regular Markup Bill Rate (for up to and including 1500 hours)
<b>SAMPLE</b>	<b>\$10.00</b>	<b>\$40.00</b>	<b>15%</b>	<b>20</b>	<b>\$920.00</b>
1	\$12.00	\$33.23	26.00%	20	\$837.40
2	\$12.00	\$41.22	26.00%	20	\$1,038.74
3	\$13.63	\$47.86	26.00%	20	\$1,206.07
4	\$17.81	\$60.33	26.00%	20	\$1,520.32
5	\$23.27	\$76.62	26.00%	20	\$1,930.82
6	\$30.39	\$97.90	26.00%	20	\$2,467.08
7	\$39.71	\$116.33	20.50%	20	\$2,803.55
8	\$51.87	\$149.86	20.00%	20	\$3,596.64
<b>Grand Total:</b>					<b>\$15,400.63</b>

The sum ("Grand Total") of the "Maximum Extended Total Regular Markup Bill Rate" for both sets of position pay bands will be used in the pricing evaluation section of the IFB.

**PROFESSIONAL SCREENING FEES**

SCREENING / TEST	Description	Days to Receive Test Results (Turn Around Time in Days)	Cost per Temporary Personnel (\$ per employee)
Alcohol Test	Qed A150	1 day	\$ 15.00
Drug Testing - 5 Panel	Instant Technology Insta-Check 5	1 day	\$ 9.00
Drug Testing - 10 Panel	Instant Technology Insta-Check 10	1 day	\$ 14.00
Criminal History Background Check	Virginia State Police CCRE Record Check	1 day	<b>Included in Requirement</b>
Credit Check	TransUnion/Experian/Equifax	1-2 days	\$ 55.00
DMV Check	DMV Official Driving Record	1 day	\$ 9.00
Finger Print Check	Virginia State Police Fingerprint Background Check	1-4 weeks, based upon VSP turnaround	\$ 54.00
Employment History Verification	Past 5 years	1-5 business days	\$ 22.00
Education Verification	College, Trade & High School	1-5 business days	\$ 27.50
Tuberculosis Test	Skin Test	1-3 days	\$ 35.00
Personality Evaluation & Integrity Test	Read Test	1-3 days	\$ 70.00



# COMMONWEALTH of VIRGINIA

## Department of General Services Division of Purchases and Supply

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

December 28, 2022

### ADDENDUM NO. 1 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 5918 – Statewide Temporary Medical Services  
Commodity: 94848 – Health Care Services (Not Otherwise Classified)  
Dated: December 13, 2022  
For Delivery To: Statewide  
Bid Due: January 25, 2023 at 9:00 AM EST  
Public Bid Opening: January 25, 2023 at 11:00 AM EST (corrected below)

The above is hereby changed to read:

1. Reference Public Opening Date and Time: Public Bid Opening Date and Time has been changed to January 25, 2023 at 11:00 AM EST
2. Reference Attachment B - Pay Bands and Position Description: Attachment has been updated to reflect the new minimum wage rate for 2023.
3. Reference Attachment K – Bid Sheet: Attachment has been updated to reflect the new minimum wage rate for 2023.
4. Reference Attachment A, Section V, Optional Pre-Bid Conference: Has been stricken in its entirety and replaced with the following:

Teleconference participants must use the instructions provided below and are advised to start dialing-in no later than 10:25 pm to ensure a telephone connection at the start of the teleconference. There will be no technical assistance available if a connection cannot be made.

Bidder should notify the DPS Contracting Officer noted in the solicitation by email no later than January 4, 2023 if intending to participate by teleconference. If Bidder dials in late, information may not be repeated and Bidder may have to wait for the addendum to be issued.

Microsoft Teams meeting on January 9, 2023 at 10:30 am EST.

**Join on your computer, mobile app or room device**



[Click here to join the meeting](#)

Meeting ID: 256 892 673 704

Passcode: 2f8orG

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 434-230-0065, United States, Lynchburg

Phone Conference ID: 890 593 495#

5. Questions and Answers to follow:

**Q1. IFB says as needed. Does that mean per diem or would there be a length of assignment like 1 semester or 13 weeks etc.**

A. This solicitation is on an as needed basis according to the authorized user requesting the services.

**Q2. Are the hours full time during the assignment or are there guaranteed hours once the assignment has been given to a candidate?**

A. The hours are based on the requesting authorized user needs.

**Q3. On the pay scale it says plus the % for the contractor, (I could not find what that percentage was).**

A. The percentage is your markup rate, as the bidder, for the corresponding payband.

**Q4. Can you clarify for example for an LPN and RN what is the range of pay that is accepted for this RFP?**

A. Please see Attachment K – Bid Sheet for this Invitation for Bid (IFB), it has a sample bid submission (in red) for Non-Northern and Northern Virginia to use as guidance.

**Q5. Can you please point us as to where the insurance requirements are for a vendor or let us know?**

A. Please review the General Terms and Conditions Q. Insurance for insurance requirements.

**Q6. Is it mandatory to have the below insurance requirements as the RFP relates to medical workers?**

A. Yes the minimum insurance for medical workers is required as specified in the IFB.

**Q7. Also, since there is a variety of medical requirements, can we only provide bids for a particular category such as Licensed Practical Nurse?**

A. Per Attachment K: Bid Sheet, there must be a percentage provided for all line items for both Non- Northern Virginia and Northern Virginia pay bands.

**Q8. We just received notification of this bid being available with a due date of January 25, 2023. The eVA posting states this is closed/expired. Will you be reissuing a new bid?**

A. Please make sure you are viewing the correct round in eVA as it is reflected in VBO.

**Q9. Who are the current vendors? What is the current pricing of the incumbent vendors?**

A. The current vendors are TJs Safety Training and Staffing, Gateway Healthcare Professionals LLC, Premier Staffing Source Inc., Delta-T Group Virginia Inc., Home Care Advantage Inc., and Abacus Corporation. The current pricing is negotiated between the agency requesting services and the Contractor. You can view the contracts in eVA under Contracts & Sources, Commonwealth of Virginia Contracts for more information.

**Q10. Is the vendor required to submit all job titles?**

Consolidated Laboratory • Engineering & Buildings • Fleet • Graphics • Mail • Purchases & Supply • Real Estate • Surplus

A. Please see response for Q7.

**Q11. What are the insurance requirements? Is the vendor required to submit a COI together with the bid or upon award?**

A. Please review the General Terms and Conditions Q, Insurance for insurance requirements. Bidders are not required to submit a Certificate of Insurance with their bid. If selected for award, the bidder will need to provide their Certificate of Insurance prior to award.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid.

Very truly yours,

Roxanne Thomas  
Statewide Sourcing & Contracting Officer

SIGNATURE PAGE TO FOLLOW

*Abacus Corporation*

Name of Firm

*[Signature]* / *CAO*

Signature/Title

*1-18-2023*

Date





# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

1/9/2023

## ADDENDUM NO. 2 TO ALL BIDDERS:

Reference – Invitation for Bids: IFB 5918 – Statewide Temporary Medical Services  
Commodity: 94848 – Health Care Services (Not Otherwise Classified)  
Dated: December 13, 2022  
For Delivery To: Statewide  
Bid Due: January 25, 2023 at 9:00 AM EST  
Public Bid Opening: January 25, 2023 at 11:00 AM EST

The above is hereby changed to read:

1. Reference Attachment A, Section IV-A, Page 2, Number 9: Has been stricken in its entirety and replaced with the following:

The Commonwealth is divided into ten (10) zones, refer to Attachment C – Service Zones. Bidders shall provide pricing for all positions in the zones(s) they can provide Temporary Medical Services. The Bidder may choose to offer pricing for one zone, more than one zone, or all zones.

2. Reference Attachment A, Section VI, Page 7: 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph has been stricken in its entirety and replaced with the following:

Questions regarding the solicitation must be submitted in writing only to Roxanne Thomas via e-mail at [Roxanne.Thomas@dgs.virginia.gov](mailto:Roxanne.Thomas@dgs.virginia.gov) no later than 5:00 PM on January 10, 2023.

3. Questions and Answers to follow:

**Q1. IFB says as needed. Does that mean per diem or would there be a length of assignment like 1 semester or 13 weeks etc.**

A. This solicitation is on an as needed basis according to the authorized user requesting the services.

**Q2. Are the hours full time during the assignment or are there guaranteed hours once the assignment has been given to a candidate?**



A. The hours are based on the requesting authorized user needs.

**Q3. On the pay scale it says plus the % for the contractor, (I could not find what that percentage was).**

A. The percentage is your markup rate, as the bidder, for the corresponding payband.

**Q4. Can you clarify for example for an LPN and RN what is the range of pay that is accepted for this RFP?**

A. Please see Attachment K – Bid Sheet for this Invitation for Bid (IFB), it has a sample bid submission (in red) for Non-Northern and Northern Virginia to use as guidance.

**Q5. Can you please point us as to where the insurance requirements are for a vendor or let us know?**

A. Please review the General Terms and Conditions Q. Insurance for insurance requirements.

**Q6. Is it mandatory to have the below insurance requirements as the RFP relates to medical workers?**

A. Yes the minimum insurance for medical workers is required as specified in the IFB.

**Q7. Also, since there is a variety of medical requirements, can we only provide bids for a particular category such as Licensed Practical Nurse?**

A. Per Attachment K: Bid Sheet, there must be a percentage provided for all line items for both Non-Northern Virginia and Northern Virginia pay bands according to the zone you are submitting a bid for.

**Q8. We just received notification of this bid being available with a due date of January 25, 2023. The eVA posting states this is closed/expired. Will you be reissuing a new bid?**

A. Please make sure you are viewing the correct round in eVA as it is reflected in VBO.

**Q9. Who are the current vendors? What is the current pricing of the incumbent vendors?**

A. The current vendors are TJs Safety Training and Staffing, Gateway Healthcare Professionals LLC, Premier Staffing Source Inc., Delta-T Group Virginia Inc., Home Care Advantage Inc., and Abacus Corporation. The current pricing is negotiated between the agency requesting services and the Contractor. You can view the contracts in eVA under Contracts & Sources, Commonwealth of Virginia Contracts for more information.

**Q10. Is the vendor required to submit all job titles?**

A. Please see response for Q7.

**Q11. What are the insurance requirements? Is the vendor required to submit a COI together with the bid or upon award?**

A. Please review the General Terms and Conditions Q. Insurance for insurance requirements. Bidders are not required to submit a Certificate of Insurance with their bid. If selected for award, the bidder will need to provide their Certificate of Insurance prior to award.

**Q12. Can we raise our percentage markup at each renewal option?**



A. The awarded contractors shall have an opportunity to propose a percentage markup at the time of renewal.

**Q13. When is the payrate determined for the healthcare provider? When we submit a candidate or at another time?**

A. The payrate is determined between the awarded contractor and the authorized user requesting services prior to assignment when a Temporary Medical Worker is selected and before a purchase order is issued.

**Q14. Please provide the current vendor(s) providing the service and the billable rates for each service.**

A. Please see the response for Q9. Current contract rates is located in eVA under Contracts & Sources, Commonwealth of Virginia Contracts.

**Q15. How many estimated overtime hours were in the last 3-year contract, per year?**

A. Overtime hours are negotiated between the awarded contractor and the authorized user requesting services and shall be reflected on the purchase order.

**Q16. Is there a formal Orientation? If so, how long is Orientation? Is Orientation billable and at what rate?**

A. The authorized user will determine the need of a formal orientation and its length. Billable rate is negotiated between the awarded contractor and the authorized user.

**Q17. In selecting a candidate for a requested position, will the lowest priced qualified candidate be chosen from the group of selected Vendors?**

A. The authorized user is responsible for obtaining the best rate from the awarded contractors in the requested location for services.

**Q18. What is the turnaround time for approval from a candidate being submitted to a facility for a staffing need to the time the Contractor hears that the candidate is or is not accepted?**

A. The authorized user will determine the turnaround time. Please see Attachment A, Page 3, Section IV, number 6 for additional information.

**Q19. What type of uniform is the healthcare professional required to wear?**

A. Please see Attachment A Section IV, J. 4.

**Q20. Are invoices paid 30 days from the date of invoice?**

A. Please see Attachment A, Section VIII B. Payments

**Q21. Are EFT payments allowed?**

A. Please see response for Q.20.

**Q22. Will invoices/timesheets be submitted weekly?**

A. Frequency of invoices shall be determined between the awarded contractor and the authorized user.



**Q23. Will invoices/timesheets be submitted individually to each of the facilities for payment, or to one central location?**

A. Submission of invoices shall be determined between the awarded contractor and the authorized user.

**Q24. Will specific job needs come from each individual facility, or from one central person?**

A. Each assignment will come from individual authorized users, which can include a field location or central location.

**Q25. Will our RNs ever be asked to perform Charge Nurse duties, and if so, is this billable at a separate rate?**

A. The authorized user shall inform awarded Contractor of all duties, to include if charge nurse duties are requested, to be performed prior to negotiation of pay rate.

**Q26. What is the estimated budget for this contract?**

A. This information is not available.

**Q27. Please specify previous contract spending.**

A. Please see Attachment A, Section III – Background.

**Q28. Please provide the total number of temporary staffs on current assignment? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.**

A. This information is not available.

**Q29. Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.**

A. Current contracts are publicly posted and located in eVA under Contracts & Sources, Commonwealth of Virginia Contracts. Any additional requests shall be submitted through a FIOA request to the Contract Officer in a separate email.

**Q30. What are the most frequently used job categories in the subject matter IFB?**

A. This information is not available.

**Q31. What is the average length of the assignment?**

A. Assignments length is determined by the authorized user and will be on an as needed basis.

**Q32. Is it mandatory to have a local office?**

A. The solicitation doesn't require the bidder to have a local office.

**Q33. Is there any preference to the local vendor while evaluating the proposal?**

A. Please see the Contract Summary for the current contract publicly posted in eVA under Contracts & Sources, Commonwealth of Virginia Contracts.

**Q34. Do we need to submit Certificate of Insurance and Business License with the proposal?**

A. If selected for award, the bidder will need to provide their Certificate of Insurance prior to award.  
**Q35. Kindly provide specific list of attachments required to be submitted with the proposal so to avoid compliance issues.**

A. Attachment D, F, H, K and all Addendums.

**Q36. Kindly define specific proposal format. Or please define list of attachments/forms to be provided/uploaded.**

A. Please see response for Q35.

**Q37. Do we just have to upload Attachment D, F, H, K, on portal?**

A. See answer for Q35 for minimum documents to be attached with bid.

**Q38. Is it mandatory to utilize a subcontractor?**

A. It is not mandatory to utilize a subcontractor.

**Q39. If we are not utilizing a subcontractor so can we write N/A in Attachment B: Small Business Subcontracting Plan?**

A. Please select the appropriate box on Attachment H if you do not intend to use subcontractors.

**Q40. Kindly clarify if attachment K is the final price that we must upload on the portal?**

A. Yes Attachment K is your bid sheet to be submitted in the eVA platform.

**Q41. Please define list of attachments and sections to be answered so to avoid compliance.**

A. Please see response to Q35.

**Q42. To be a responsible bidder, do we just need to upload Attachment D, F, H, K, on portal?**

A. Please see response to Q37.

**Q43. My system is locked in eVA. I tried to update my record in eVA and it now shows an error. I cannot access my account. May I bid on it through another source such as RCAC?**

A. Per Attachment E: Bid Submission Instructions, Section A. "IFB #5918 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted."

**Q44. Do the holidays on the State Holiday Calendar apply to temporary employees? Do the additional state holiday hours apply for temporary employee?**

A. Please see Attachment A, Page 5, Section IV.F, number 4.

**Q45. Will this be awarded based on markup rate or grand total of the contract?**

A. Please see Attachment J, Page 1, number 2 for award information.

**Q46. I'm inquiring about IFB -5918 for Statewide Temporary Medical Services. On the EVA site closing date is listed as 12/20/2022, but Pre Bid meeting was scheduled on January 4th and**



questions due on January 6th, 2023. I would like to confirm if this IFB is still open and the date for final submission. I have provided a snippet of the front page listed on EVA site.

- A. This solicitation is still open, please make sure you are viewing the latest round of the contract which can be located in eVA under the Business Opportunities - Virginia Business Opportunities tab. The latest round includes an Addendum that was posted with the new pre-bid conference date and time.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid.

Very truly yours,

Roxanne Thomas  
Statewide Sourcing & Contracting Officer

Alacros Corporation  
Name of Firm

[Signature] / CAO  
Signature/Title

1/18/2023  
Date



# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

1/12/2023

## ADDENDUM NO. 3 TO ALL BIDDERS:

Reference – Invitation for Bids:	IFB 5918 – Statewide Temporary Medical Services
Commodity:	94848 – Health Care Services (Not Otherwise Classified)
Dated:	December 13, 2022
For Delivery To:	Statewide
Bid Due:	January 25, 2023 at 9:00 AM EST
Public Bid Opening:	January 25, 2023 at 11:00 AM EST

The above is hereby changed to read:

**NOTICE: This solicitation is NOT a Request for Proposal (RFP). This is an Invitation for Bids (IFB). Please review the Commonwealth of Virginia's Vendor Manual for additional information on steps and processes for sealed bid solicitations.**

1. Reference Attachment A, Section VI, Part B, 2: First two sentences has been stricken in its entirety and replaced with the following:

The Contractor shall designate at least one (1) Contractor Point of Contact (CPOC) and a backup(s). The CPOC shall be accessible via telephone from 8:00 a.m. until 5:00 p.m. and via email from 6:00 a.m. until 6:00 p.m. Monday through Friday, except on designated Commonwealth of Virginia holidays, (refer to Attachment G – Pay and State Holidays), to receive Temporary Medical Worker Service requests, handle and assist in all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing, contract compliance requirements, reports, and problem solving.

2. Reference Attachment A, Section VI, Part B, 3: Has been stricken in its entirety and replaced with the following:

In the event of failure by the Contractor to provide the required staff and/or services through the CPOC as outlined in the contract, at the sole discretion of the Authorized User, the Contractor may be liable to pay a fee of \$100 for the delayed or faulty services.

3. Reference Attachment A, Section IV, Part B, 4: First sentence has been stricken in its entirety and replaced with the following:

Consolidated Laboratory • Engineering & Buildings • Fleet • Graphics • Mail • Purchases & Supply • Real Estate • Surplus



The Authorized User's POC will communicate with the Contractor's CPOC:

4. Reference Attachment A, Section C, 10: The following sentence shall be added as the last sentence:

Two weeks should be calculated as 14 calendar days.

5. Reference Addendums 1 & 2: Responses to the Question and Answer sections has been updated below and shall be the only reference for the answers provided.

6. Questions and Answers to follow:

- Q1. IFB says as needed. Does that mean per diem or would there be a length of assignment like 1 semester or 13 weeks etc.**

A. This solicitation is on an as needed basis according to the Authorized User requesting the services.

- Q2. Are the hours full time during the assignment or are there guaranteed hours once the assignment has been given to a candidate?**

A. The hours are based on the requesting Authorized User needs.

- Q3. On the pay scale it says plus the % for the contractor, (I could not find what that percentage was).**

A. The percentage is your markup rate, as the bidder, for the corresponding payband.

- Q4. Can you clarify for example for an LPN and RN what is the range of pay that is accepted for this RFP?**

A. Please see Attachment K – Bid Sheet for this Invitation for Bid (IFB), it has a sample bid submission (in red) for Non-Northern and Northern Virginia to use as guidance.

- Q5. Can you please point us as to where the insurance requirements are for a vendor or let us know?**

A. Please review the General Terms and Conditions Q. Insurance for insurance requirements.

- Q6. Is it mandatory to have the below insurance requirements as the RFP relates to medical workers?**

A. See response to Q5.

- Q7. Also, since there is a variety of medical requirements, can we only provide bids for a particular category such as Licensed Practical Nurse?**

A. Per Attachment K: Bid Sheet, there must be a percentage provided for all line items for both Non- Northern Virginia and Northern Virginia pay bands according to the zone you are submitting a bid for.

- Q8. We just received notification of this bid being available with a due date of January 25, 2023. The eVA posting states this is closed/expired. Will you be reissuing a new bid?**

A. Please make sure you are viewing the correct round in eVA as it is reflected in VBO.

- Q9. Who are the current vendors? What is the current pricing of the incumbent vendors?**

A. You can view the contracts in eVA under Contracts & Sources, Commonwealth of Virginia Contracts for more information.

- Q10. Is the vendor required to submit all job titles?**

A. Please see response for Q7.

- Q11. What are the insurance requirements? Is the vendor required to submit a COI together with the bid or upon award?**

A. Please review the General Terms and Conditions Q. Insurance for insurance requirements. Bidders are not required to submit a Certificate of Insurance with their bid. If selected for award, the bidder will need to provide their Certificate of Insurance prior to award.

**Q12. Can we raise our percentage markup at each renewal option?**

A. See General Terms and Conditions.

**Q13. When is the payrate determined for the healthcare provider? When we submit a candidate or at another time?**

A. The payrate is determined between the awarded contractor and the Authorized User requesting services prior to assignment.

**Q14. Please provide the current vendor(s) providing the service and the billable rates for each service.**

A. Please see the response for Q9.

**Q15. How many estimated overtime hours were in the last 3-year contract, per year?**

A. Unable to provide.

**Q16. Is there a formal Orientation? If so, how long is Orientation? Is Orientation billable and at what rate?**

A. Please see Section IV of Attachment A.

**Q17. In selecting a candidate for a requested position, will the lowest priced qualified candidate be chosen from the group of selected Vendors?**

A. This will be decided by the Authorized User.

**Q18. What is the turnaround time for approval from a candidate being submitted to a facility for a staffing need to the time the Contractor hears that the candidate is or is not accepted?**

A. Please see response for Q16.

**Q19. What type of uniform is the healthcare professional required to wear?**

A. Please see Section IV of Attachment A.

**Q20. Are invoices paid 30 days from the date of invoice?**

A. Please see Attachment A, Section VIII B. Payments

**Q21. Are EFT payments allowed?**

A. Please see response for Q20.

**Q22. Will invoices/timesheets be submitted weekly?**

A. Please see response for Q16.

**Q23. Will invoices/timesheets be submitted individually to each of the facilities for payment, or to one central location?**

A. Please see Section VIII of Attachment A.

**Q24. Will specific job needs come from each individual facility, or from one central person?**

A. Each assignment will come from individual Authorized Users.

**Q25. Will our RNs ever be asked to perform Charge Nurse duties, and if so, is this billable at a separate rate?**

A. Please see response for Q16.

**Q26. What is the estimated budget for this contract?**

A. This information is not available.

**Q27. Please specify previous contract spending.**

A. Please see Attachment A, Section III – Background.

**Q28. Please provide the total number of temporary staffs on current assignment? Provide the job classification of each worker, vendor assigning the temporary employee, and the pay/bill rate for the temporary employee.**

A. This information is not available.



**Q29. Please provide a copy of the proposal of all current vendors providing temporary staffing, including rate/cost sheets.**

**A.** Please see response for Q9.

**Q30. What are the most frequently used job categories in the subject matter IFB?**

**A.** This information is not available.

**Q31. What is the average length of the assignment?**

**A.** Assignments length is determined by the Authorized User and will be on an as needed basis.

**Q32. Is it mandatory to have a local office?**

**A.** The solicitation doesn't require the bidder to have a local office.

**Q33. Is there any preference to the local vendor while evaluating the proposal?**

**A.** Please see Attachment J, number 2 for award information.

**Q34. Do we need to submit Certificate of Insurance and Business License with the proposal?**

**A.** If selected for award, the bidder will need to provide their Certificate of Insurance prior to award.

**Q35. Kindly provide specific list of attachments required to be submitted with the proposal so to avoid compliance issues.**

**A.** Please review solicitation and all attachments.

**Q36. Kindly define specific proposal format. Or please define list of attachments/forms to be provided/uploaded.**

**A.** Please see response for Q35.

**Q37. Do we just have to upload Attachment D, F, H, K, on portal?**

**A.** Please see Attachment E, IFB Bid Submission Instructions.

**Q38. Is it mandatory to utilize a subcontractor?**

**A.** It is not mandatory to utilize a subcontractor.

**Q39. If we are not utilizing a subcontractor so can we write N/A in Attachment B: Small Business Subcontracting Plan?**

**A.** Please select the appropriate box on Attachment H if you do not intend to use subcontractors.

**Q40. Kindly clarify if attachment K is the final price that we must upload on the portal?**

**A.** Yes Attachment K is your bid sheet to be submitted in the eVA platform.

**Q41. Please define list of attachments and sections to be answered so to avoid compliance.**

**A.** Please see response to Q35.

**Q42. To be a responsible bidder, do we just need to upload Attachment D, F, H, K, on portal?**

**A.** Please see response to Q35 for minimum documents required.

**Q43. My system is locked in eVA. I tried to update my record in eVA and it now shows an error. I cannot access my account. May I bid on it through another source such as RCAC?**

**A.** Per Attachment E: Bid Submission Instructions, Section A. "IFB #5918 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted."

**Q44. Do the holidays on the State Holiday Calendar apply to temporary employees? Do the additional state holiday hours apply for temporary employee?**

**A.** Please see Attachment A, Page 5, Section IV.F, number 4.

**Q45. Will this be awarded based on markup rate or grand total of the contract?**



- A. Please see Attachment J, Page 1, number 2 for award information.
- Q46. I'm inquiring about IFB -5918 for Statewide Temporary Medical Services. On the EVA site closing date is listed as 12/20/2022, but Pre Bid meeting was scheduled on January 4th and questions due on January 6th, 2023. I would like to confirm if this IFB is still open and the date for final submission. I have provided a snippet of the front page listed on EVA site.**
- A. This solicitation is still open, please make sure you are viewing the latest round of the contract which can be located in eVA under the Business Opportunities - Virginia Business Opportunities tab. The latest round includes an Addendum that was posted with the new pre-bid conference date and time.
- Q47. What is the average lead time for requested positions and requirements?**
- A. Please see Attachment A, Section IV-C, number 2.
- Q48. Is there a standard length of assignment or does it vary per facility / requirement?**
- A. Please see response to Q31.
- Q49. Is there a requirement to maintain On-Call staff?**
- A. Please review Attachment A, Section IV-C for more information.
- Q50. Is there a list of state facilities that were services during the past contract?**
- A. This information is not available.
- Q51. Is the contractor expected to have a local office in the Delivery Zone being serviced or just in the state?**
- A. Please see Attachment A, Section IV-B.
- Q52. Is there a target for SWAM certified companies to support the contract?**
- A. This solicitation doesn't require a target for SWAM certified companies to support the contract.
- Q53. (Attachment J, Special Terms and Conditions) Attachment J states that "All offerors are required to submit a Small Business Subcontracting Plan" and that the Contractor is encouraged to offer subcontracting opportunities to DSBSD-certified small business. Can the Commonwealth please clarify if Contractors are required to subcontract a percentage of the work to DSBSD-certified small businesses?**
- A. Please see response to Q39.
- Q54. (Section IV.C.1) The scope of work states that the Authorized User must request resumes via email from one of the awarded Contractors in the Authorized User's zone. Can the Commonwealth provide more details on the process and criteria used to determine which awarded contractor will be selected (e.g., will the awarded contractor with the lowest rate be selected first)?**
- A. Please see response to Q17.
- Q55. (Attachment H, Small Business Subcontracting Plan) Attachment H provides instructions on how to complete the form if you are 1) certified by the DSBSD as a micro/small business and 2) if you are not a DSBSD-certified small business but are using small business subcontractors. Can the Commonwealth provide instructions on how to complete the form if you are not a DSBSD certified small business that is not intending to use subcontractors?**
- A. Please see response to Q39.
- Q56. (General) Will the Commonwealth accept electronic/digital signatures in lieu of wet signatures?**
- A. This solicitation shall accept electronic signatures / digital signatures.
- Q57. (General) What is the anticipated award date?**
- A. Anticipated award date mid- late February.
- Q58. (Section IV.A.1) The scope of work states that "the Contractor shall provide all labor, supervision, equipment, tools, parts and materials, as necessary, to maintain the Temporary Medical Worker Services per**



requirements of the awarded contract." Can the Commonwealth provide additional clarification on the types of equipment, tools, parts, and materials that will need to be provided by the Contractor?

A. Equipment, tools, parts and materials, as an actively operating business, to handle to level of minimal and general requirements stated in the solicitation.

Q59. (Section IV.A.1) Will the Commonwealth please describe the supplies, materials, and equipment that would need to be provided by the awarded vendor (e.g., Wi-fi, laptop/computer, office supplies, testing materials)?

A. Please see response to Q58.

Q60. (Section IV.K) Can the Commonwealth provide a date that all purchase orders for the incumbents will be closed?

A. Per Attachment A, Section IV – K, all contracts under the current contract has a three month transition period to close out purchase orders.

Q61. What is the estimated annual spend of this contract?

A. Please see response to Q27.

Q62. What is the total amount of spend broken down by vendor over the last year? Over the duration of the contract period?

A. Unable to provide.

Q63. Will vendor be required to bill Medicare/Medicaid or any third-party insurance?

A. This is not a requirement in this solicitation.

Q64. Is orientation billable?

A. See response to Q16.

Q65. How is time for registry/per diem captured today?

A. Please see response for Q62.

Q66. Do you have a current payroll provider?

A. The Commonwealth of Virginia handles payroll for all Commonwealth employees internally.

Q67. Are you satisfied with the incumbent suppliers? If not, what are you unsatisfied with?

A. Please see response for Q62.

Q68. What is the current amount of contractor usage over the past year?

A. Please see response for Q62.

Q69. What technology is used currently to manage this program internally?

A. Please see response for Q62.

Q70. Are shifts 12 hours?

A. Shifts will be determined by the requesting Authorized User.

Q71. What is the expectation and frequency for on-call needs?

A. Expectation and frequency for on-call needs will be determined by the needs of the Authorized User.

Q72. What is expectation and frequency for replacing a candidate that is ill/calls off?

A. Please see Attachment A, Section IV-C.

Q73. Is there a minimum experience requirement for the personnel sent to your facility?

A. Please see Attachment B.

Q74. What is the average length of assignment (12 months, 3 months, per diem)?

A. Please see response for Q1.

**Q75. What is the current requisition process in place?**

A. Please see Attachment A, Section IV – H.

**Q76. What can we expect for lead time for requisitions for per-diem vs. travel?**

A. Please see Attachment A, Section IV-C.

**Q77. What timekeeping process/system will be utilized? For full time contractors/travelers? For registry/per diem?**

A. Please see Attachment A, Section IV-G.

**Q78. What is entailed in the current orientation process?**

A. Orientation process will be determined by the Authorized User.

**Q79. Can you provide details as to projected volume and headcount for each discipline included in the scope of work?**

A. This information is not available.

**Q80. How does a department/unit determine what company(s) to use after these contracts are awarded, assuming that there will be multiple awards made and different bill rates?**

A. See response to Q17.

**Q81. What is the vendor selection criteria and overall process?**

A. See response to Q45.

**Q82. What scorecard criteria will be utilized to evaluate bidders?**

A. See response to Q45.

**Q83. Who is on the selection committee? What are their job titles?**

A. Not applicable.

**Q84. What is your current time to fill by discipline?**

A. See response to Q62.

**Q85. What is your current fill rate?**

A. See response to Q62.

**Q86. What is your current EMR system/platform?**

A. Please see General Terms and Conditions attachment, letter U.

**Q87. Do you anticipate your current staffing volume to change in the next year or next 2 years? For example, do you have any significant projects coming up (EMR conversion, new facilities, etc.)?**

A. This information is not available.

**Q88. What GPO are you aligned with and do your suppliers for this effort need to be affiliated with your GPO?**

A. This information will depend on the Authorized User.

**Q89. Are staff member resumes required to be submitted with our bid response?**

A. Resumes for staff members are not required.

**Q90. Are the profiles/resumes of our healthcare professionals required to be submitted with our bid response? If so, how many would you like us to include?**

A. Resumes for healthcare professionals are not required with your bid response.

**Q91. The solicitation has not provided a format for additional content. Are you only wanting the required forms as a complete submission or may we upload additional documentation regarding our company?**



A. We only require the documents attached to the solicitation, however it's at the bidders discretion to include additional documents. Additional documents will not be considered for award.

**Q92. Do you require all forms to be submitted as one document or uploaded as separate attachments?**

A. Either or is acceptable.

**Q93. Is the Commonwealth of Virginia responsible for the clinical supervision of their facilities?**

A. Needs of the assignment will be determined by the Authorized User requesting services.

**Q94. Is the Contractor expected to provide the clinical supervision of staff while working at the State's facilities?**

A. Please see response to Q93.

**Q95. Is the Contractor required to use small business subcontractors?**

A. Please see response to Q38.

**Q96. Is the 42% participation goal of small businesses a requirement of this bid?**

A. It is not a requirement of this solicitation.

**Q97. Is the Contractor required to indemnify the Commonwealth of Virginia for third party claims that arise due to the Commonwealth of Virginia's negligent acts or omissions?**

A. Please see Attachment J: Special Terms and Conditions, number 16 for indemnification information.

**Q98. The solicitation states that the contractor shall be available to meet with the Authorized User's POC, as requested. Are contractors required to meet in person with Authorized users or is via zoom acceptable?**

A. Authorized users will determine acceptable meeting practices.

**Q99. Do we have to bid on all positions within a zone?**

A. Please see Addendum 2, number 1.

**Q100. Does the LPOC have to be a resident of Virginia or can the person be out of state while still being available?**

A. Please see response to Q51.

**Q101. Does the Temporary Medical Worker have to be a resident of Virginia?**

A. Will be decided by the Authorized User.

**Q102. What is the maximum and minimum amount of vendors that the Commonwealth expects to award?**

A. Please see Attachment A, Section I: Purpose.

**Q103. Can Vendors provide services to multiple zones and lots?**

A. Please see response to Q99.

**Q104. Please clarify how needs for contractors will be distributed to vendors post-award?**

A. Authorized Users will decide based on the individual need at that time.

**Q105. What is the evaluation criteria for this IFB? Will vendors be scored on a points or percentage rating?**

A. See response to Q45.

**Q106. How will vendors be scored against the evaluation criteria? Please explain how points are allocated for pricing? (i.e. lowest bill rate receives maximum points, and next lowest vendor receives a prorated amount; lowest bill rate receives maximum points, and the next lowest vendor receives a predetermined amount of points)?**

A. See response to Q45.

**Q107. Can the Commonwealth please provide the chart that will utilized to convert percentages to points for small business/SWaM subcontracting efforts?**

A. Not applicable.

**Q108. Please provide name of all incumbent providers and their pricing for the services outlined in the RFP.**

**A.** Please see response to Q9.

**Q109. Please can the Commonwealth provide the following information around usage:**

- Historical usage by labor category
- Contracted staff hours by year
- Total spend by year
- Current budget for this program
- Anticipated volume of contract staff
- Typical workday hours for each labor category
- Average length of assignment

**A.** Historical usage by Labor category – unable to provide  
Contracted staff hours by year – unable to provide  
Total spend by year – please use information in Section III of Attachment A to calculate estimates  
Current budget for this program – unable to provide  
Anticipated volume of contract staff – unable to provide  
Typical workday hours for each labor category – unable to provide

**Q110. Why is Commonwealth going out to bid at this time?**

**A.** Current contract will expire at the end of April 2023 and a new contract is needed.

**Q111. How can the new vendor enhance customer satisfaction?**

**A.** Please review all solicitation documents.

**Q112. May we submit exceptions to contract terms and conditions?**

**A.** No IFB's do not allow for negotiation.

**Q113. In regards to the Commonwealth awarding 3 contractors per zone, per lot, can the Commonwealth please expand on what is considered a lot, within a zone?**

**A.** This depends on the Individual Authorized User.

**Q114. Can the Commonwealth please provide a map with how many lots there are available within each zone?**

**A.** Map has been added to the solicitation documents. See response for Q113 for information on lots.

**Q115. What is the anticipated award date?**

**A.** See response to Q57.

**Q116. What type of EMR systems is being used in the facilities?**

**A.** The awarded contractor can request this information from the authorized user requesting services.

**Q117. Is the small business subcontracting plan mandatory?**

**A.** See response to Q38.

**Q118. What is the estimated contract value?**

**A.** Please see response to Q27.

**Q119. Do you accept electronic signatures?**

**A.** See response to Q56.

**Q120. I had missed out on the pre-bid conference, due to not being let into the meeting. I do apologize, this is my first bid, are you the person I need to speak to regarding questions I have regarding IFB # 5918?**



A. Deadline for questions January 10, 2023 at 5:00 pm, EST. Please make sure you review all documents for this solicitation located in VBO on the eVA website.

**Q121. As we have to submit markup in the Attachment K – Bid Sheet, can you please confirm if we have to write all zone id's or can we write ALL if we are bidding on all zone in the tab stating ZONE(S) THAT APPLY TO THIS QUOTATION?**

A. Please see instructions on Attachment K.

**Q122. Can you please confirm list of attachments to be uploaded on the Portal so to avoid compliance issues.**

A. See response to Q35.

**Q123. If we are not utilizing a subcontractor, can we write N/A in Attachment H – Small Business Subcontracting Plan form or is it mandatory to utilize a subcontractor? Will it affect evaluation?**

A. See response to Q39.

**Q124. In the past, there have been a minimum of 5 contractors on the contract. We are in one of the largest nursing shortages in history, what will happen if one of the 3 contractors is removed from the contract, how will that spot be filled in order to fill the Authorized User's needs?**

A. Unable to respond. Please see information provided in solicitation for requirements and processes. Also, please refer to the Vendors Manual.

**Q125. What happens when the 3 contractors can't fill an Authorized User's needs? Who will be backup to fill these needs?**

A. Please see response to Q124.

**Q126. Attachment A, General Requirements, Item 2-How will poor or unacceptable performance be documented for the possible 1% deduction of total amount billed for a Contractor's employee that is removed from assignment?**

A. Awarded contractor shall work with the authorized user to determine how this performance will be measured and documented in addition to the minimum requirement stated in Attachment A, Section IV, number 2.

**Q127. Once an invoice has been paid, can the Commonwealth of Virginia deduct anything such as the 1% fee due to an employee's release for poor or unacceptable performance?**

A. See Attachment A, Section IV, number 2 and refer to Q126.

**Q128. Attachment A, Part C, 8, If the contractor has provided all necessary information and the Authorized User has approved the Temporary Medical Worker but the facility does not provide necessary computer access, badge, etc, can we still be fined the \$250 reduction on the next invoice?**

A. Per Attachment A, Section IV.C, number 8, "The Authorized User has the right, at any time, to refuse any Temporary Medical Worker that was provided by the Contractor for any job related deficiency. If the Authorized User determines the Temporary Medical Worker does not have the appropriate licensure, certification, or certificate necessary to complete the assignment, as defined by the Authorized User, the Contractor shall provide a replacement. If the Contractor is unable to provide a replacement within a week, the Commonwealth of Virginia may require a reduction applicable on the next invoice of \$250."

**Q129. Attachment A, Part C, 10, Please clarify what 2 weeks means. Is it 2 calendar weeks, 10 shifts, etc?**

A. Two weeks, fourteen calendar days.

**Q130. Attachment A, Part C, 10, Please clarify what a replacement within a week means. If we have provided the replacement person within a week, but the Authorized User cannot approve them to start due to reasons outside of the contractors control such as site training, approvals, availability, slow return on background checks, etc, can we still be fined \$250?**

A. See Attachment A, Section IV.C.

**Q131. Attachment A, Part F, Hours of Work and Overtime, can you clarify the break wording for a Temporary Medical Worker working an evening or night shift?**

A. Break time for evening and night shifts shall be 15 minutes and determined between the contractor and Authorized User prior to issuance of purchase order.

**Q132. When looking over the online bid submission items there is only 1 item on the response form. It is asking for a unit price. Are we to enter the average mark up rate or total from the bid document?**

A. See instructions on Attachment K.

**Q133. Are we able to ONLY bid Non-Northern Virginia?**

A. Please see Addendum 2, number 1.

**Q134. If a company submits a proposal themselves, can they also be listed as a subcontractor on another suppliers' response?**

A. It is at the bidder's discretion to submit a bid and be listed as a subcontractor on another bidder's bid.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the IFB either prior to the bid due date and hour or attached to your bid.

Very truly yours,

Roxanne Thomas  
Statewide Sourcing & Contracting Officer

Abacus Corporation  
Name of Firm  
RW / CAO  
Signature/Title  
1/18/23  
Date



**IFB# 5918**  
**Temporary Medical Worker Services**

**I. PURPOSE:**

The purpose and intent of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Temporary Medical Worker Services, on an as needed basis, to Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in [Code of Virginia](#) § 2.2-1110, 2.2-1120, and 2.2-4301.

The Commonwealth's intent is to award three (3) Contractors per zone, per lot. Any contract that may result from this solicitation will be an optional-use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

**II. PERIOD OF CONTRACT:**

The initial period of the contract will be from May 1, 2023 thru April 30, 2024 with two (2) optional successive two-year renewal periods.

**III. BACKGROUND:**

The Commonwealth's current Temporary Medical Worker Services needs are managed under the optional-use statewide contract E194- 75647 with six (6) Contractors. The current contract has been in place since July 1, 2017 and will expire April 30, 2023. During the period July 1, 2017 through January 12, 2022, the Commonwealth processed orders for Temporary Medical Worker Services for a combined order total of approximately \$56 million.

**IV. SCOPE OF WORK:****A: General Requirements:**

- 1) The Contractor shall provide all labor, supervision, equipment, tools, parts and materials, as necessary, to maintain the Temporary Medical Worker Services per requirements of the awarded contract.
- 2) The Contractor shall furnish Temporary Medical Workers, on an as needed basis, for the Practitioner Roles shown in Attachment B – Pay Bands and Job Descriptions, as specified by each Authorized User request. If, within any one calendar year, the Contractor is unable to provide appropriate personnel for the same position more than three times, the Commonwealth of Virginia may apply a 1% deduction to the final invoice for that year. Should a Contractor's employee be removed from a job site for poor or unacceptable performance, the Contractor shall deduct 1% from the total amount billed for the time billed to the Authorized User for that employee's poor or unacceptable performance.
- 3) Temporary Medical Workers shall be employees of the Contractor. The Contractor shall be responsible for all payroll taxes, workers' compensation, payroll reports, applicable insurances, and other employer Federal and State mandatory requirements for employees. All Temporary Medical Workers assigned under the resulting contract shall have a W-4 form on file with the Contractor. Failure to adhere to this requirement will result in the Contractor being in Default of the contract and may result in Termination for Default.
- 4) The Contractor shall be responsible for monitoring and authorizing their Temporary Medical Workers' vacation, sick leave, and any other type of leave.
- 5) Work policies, procedures, and standards established by the Authorized User shall be followed by Temporary Medical Workers at all times. Temporary Medical Workers, while on the Authorized User's premises, shall conform in all respects with regard to physical, fire, and security/safety regulations. The Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Authorized User and providing the information to the Temporary Medical Workers.
- 6) The Contractor shall ensure Temporary Medical Workers are given adequate safety and

health training rules and regulations of agencies such as OSHA, explanation of their position duties, and ensure that they are provided necessary protections by the Authorized User. Authorized Users will treat Temporary Medical Workers like any other employee in terms of OSHA job required training, and safety and health protections. The Authorized User shall provide specific training tailored to the particular workplace equipment/hazards.

- 7) When a Temporary Medical Worker Service assignment concludes, the Contractor shall be responsible for any unreturned keys, ID badges, etc. If such items are not returned to the Authorized User within five (5) business days, the Authorized User may send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) calendar days.
- 8) It shall be the responsibility of the Contractor or the Temporary Medical Worker to provide transportation to and from the required work locations. Parking may or may not be provided by the Authorized User.
- 9) The Commonwealth is divided into ten (10) zones, refer to Attachment C – Service Zones, Bidders shall provide pricing for all positions in the zone(s) for which they can provide Temporary Medical Worker Services. The Bidder may choose to offer pricing for one zone, more than one zone, or all zones.
- 10) The Contractor shall not accept purchase orders written beyond the current term of the contract.
- 11) The Contractor shall agree to adhere to all Health Insurance Portability and Accountability Act (HIPAA) requirements.

**B: Point of Contacts:**

- 1) Authorized Users will designate and notify the Contractor of their agency's Point of Contact(s) (POC), who will be authorized to request Temporary Medical Worker Services.
- 2) The Contractor shall designate at least one (1) Local Point of Contact (LPOC) and a backup(s). The LPOC shall be accessible via telephone from 8:00 a.m. until 5:00 p.m. and via email from 6:00 a.m. until 6:00 p.m. Monday through Friday, except on designated Commonwealth of Virginia holidays, (refer to Attachment G – Pay and State Holidays), to receive Temporary Medical Worker Service requests, handle and assist in all inquiries regarding scheduling, billing, status of orders, availability, state-wide contract pricing, contract compliance requirements, reports, and problem solving. The Contractor shall be available to meet with the Authorized User's POC, as requested, to discuss all services, absences, and performance issues.
- 3) In the event of failure by the Contractor to provide the required staff and/or services through the LPOC as outlined in the contract, at the sole discretion of the Authorized User, the Contractor may be liable to pay a fee of \$100 for the delayed or faulty services.
- 4) The Authorized User's POC will communicate with the Contractor's LPOC:
  - a. the position needed;
  - b. the level of experience required;
  - c. the desired start date and end date;
  - d. hours needed per day and/or per week;
  - e. total hours required;
  - f. or any other information deemed necessary.

**C: Response Time and Temporary Medical Worker Selection Process:**

- 1) When an Authorized User identifies a need for Temporary Medical Worker and knows the specific position requirements, critical skills needed, desired start and end date, and any additional information needed to meet their needs, the Authorized User must request resumes via email from one of the awarded Contractors in the Authorized User's zone. If the first contacted Contractor cannot successfully provide a candidate, the Authorized User will forward the request via email to another awarded Contractor in their respective zone (this process must continue until all Contractors in the respective zone have been exhausted). The documentation of all requests will be kept in Authorized Users' procurement files.
- 2) In response to the request from the Authorized User, the Contractor shall make every effort to provide a minimum of one (1) qualified candidate and is encouraged to provide as many qualified candidates as are available. The Contractor shall notify the Authorized User if they do not have a qualified candidate for the potential assignment. The Authorized User must

allow the Contractor a minimum of three (3) business day from the date of the request to respond to the Authorized User.

- 3) The Authorized User will review the resumes and notify the Contractor if an interview and/or skill assessment is requested of any of the candidates. Interviews may be conducted via phone, video, or in person.
- 4) The Authorized User shall not be billed by the Contractor for scheduling/conducting interviews and assessments.
- 5) The Contractor shall make the necessary arrangements with the Authorized User and the candidate for all scheduled interviews and assessments.
- 6) Once the Authorized User has made their selection from the candidates provided, the Contractor will be notified and must acknowledge receipt of the email within one (1) business day. This process will be conducted via email for timestamp purposes.
- 7) The selected candidate should be available for the entire length of the assignment. If a Temporary Medical Worker is unable to complete an assignment, a one-week notice is preferred or as soon as the Contractor has been notified. Exceptions can be made at the discretion of the Authorized User.
- 8) The Authorized User has the right, at any time, to refuse any Temporary Medical Worker that was provided by the Contractor for any job related deficiency. If the Authorized User determines the Temporary Medical Worker does not have the appropriate licensure, certification, or certificate necessary to complete the assignment, as defined by the Authorized User, the Contractor shall provide a replacement. If the Contractor is unable to provide a replacement within a week, the Commonwealth of Virginia may require a reduction applicable on the next invoice of \$250. The Authorized User may select a candidate from the previously submitted resumes for this request or repeat the selection process (per C.1 above).
- 9) Refusal of any Temporary Medical Worker will not be based on 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.
- 10) If the selected Temporary Medical Worker fails to appear for the assignment or works less than two weeks after the completion of the Authorized User's site-specific training or orientation, the Authorized User reserves the right to refuse to pay for hours accumulated during the site-specific training or orientation. If the Contractor is unable to provide a replacement within a week, the Commonwealth of Virginia may reduce the next submitted invoice by \$250.
- 11) In the event of an emergency requirement by an Authorized User, the Contractor shall make every reasonable attempt to respond to the request in the Authorized User's established emergency time-frame.

**D: Pay Rate Determination:**

- 1) The selected Temporary Medical Worker hourly pay rate will be determined by the Authorized User per Attachment K – "Bid Sheet". The established hourly pay rate must be within the minimum and maximum range for the applicable position pay band per Attachment K – "Bid Sheet". The pay rate will be determined based on the experience level of the selected Temporary Medical Worker with a greater degree of experience for each position commanding a higher level of pay versus a lesser degree of experience. The Contractor shall provide the job specifics, pay rate, and agency specific information to the selected Temporary Medical Worker.
- 2) The Temporary Medical Worker's hourly pay rate is the actual rate of pay per, Attachment K – "Bid Sheet", that the Contractor shall pay the Temporary Medical Worker.
- 3) The Contractor's markup rate shall include any direct and indirect cost associated with their Temporary Medical Worker's paid time off, training, vacation, sick leave, pension contributions, and/or other benefits based on the wage or salary of the Temporary Medical Worker, when applicable. The mark-up rate shall also include statutory expenses, mandatory employer-paid payroll taxes, workers' compensation, unemployment insurance, employer's share of FICA and state and/or local taxes for each of the Contractor's Temporary Medical Worker on assignment.
- 4) The Bill Rate is the amount the Authorized User will pay the Contractor that includes the Temporary Medical Worker's hourly rate and the Contractor's mark-up rate.

- 5) The Contractor shall invoice the Authorized User for each fulfillment of Temporary Medical Worker requested by the hour or tenths of an hour per the following conversion schedule:

TENTHS OF AN HOUR CONVERSION SCHEDULE

MINUTES WORKED FROM TO		REPORTING INCREMENT
0 minutes	Less than 3 minutes	Disregard
3 minutes	Less than 9 minutes	1 Tenth of Hour
9 minutes	Less than 15 minutes	2 Tenth of Hour
15 minutes	Less than 21 minutes	3 Tenth of Hour
21 minutes	Less than 27 minutes	4 Tenth of Hour
27 minutes	Less than 33 minutes	5 Tenth of Hour
33 minutes	Less than 39 minutes	6 Tenth of Hour
39 minutes	Less than 45 minutes	7 Tenth of Hour
45 minutes	Less than 51 minutes	8 Tenth of Hour
51 minutes	Less than 57 minutes	9 Tenth of Hour
57 minutes	Less than 60 minutes	One Hour

- 6) The Contractor must have written authorization from the Authorized User before giving an assigned Temporary Medical Worker a pay increase.
- 7) The Contractor shall be responsible for any penalties assessed to the Commonwealth related to Contractor’s Temporary Medical Worker.

**E: Temporary Medical Worker Screening Requirements:**

- 1) Criminal History Background Check: The Contractor shall conduct a criminal history background check on all potential Temporary Medical Workers. When necessary, the Contractor must conduct a fingerprint-based criminal history background check obtained from the FBI through the Virginia State Police. The Contractor shall be responsible for all cost associated with the criminal history background checks and fingerprint-based criminal history background checks. All potential Temporary Medical Workers must have a new criminal history background check performed for all new assignments, if requested by the Authorized User.
- 2) Criminal history background checks shall identify from age 18 to present the following: felony, burglary, breaking and entering, robbery, theft, larceny and sexual offenses. Additionally, the criminal history background checks shall identify the following offenses for the past five (5) years: forgery, fraud, assault and battery, weapons violations, possession, distribution, sale or delivery of a controlled substance, and DUI/DWI, if the position requires operation of a state-owned vehicle.
- 3) Allowable Pass through Charges (APTC): Are defined as charges required for specific positions and are charged at the actual cost of the screening performed. No mark-up is allowed for these screenings. All requested screenings must be completed prior to the Temporary Medical Worker starting an assignment, unless the Authorized User states otherwise. APTCs are applicable for Child Protective Services (CPS) Checks, Credit Checks, Drug Screening Tests, and DMV Driving Record Checks. The Bidder shall provide rates for APTC in Attachment K – Bid Sheet under the “Professional Screening Fees” tab. All APTC fees must be entered on the eVA PO as a separate line item for each APTC. The Contractor will invoice the Authorized User for the APTC fees for the Temporary Medical Worker selected for the assignment. If the selected Temporary Medical Worker does not start the assignment or fails any of the screenings, the Authorized User will not pay the Contractor for the fees invoiced.
  - (a) Child Protective Services (CPS) Checks: Selected Temporary Medical Worker required to oversee juveniles may be required to successfully pass a CPS check.
  - (b) Credit Checks: Selected Temporary Medical Worker may be required to successfully pass credit checks. The Authorized User will specify the information



the credit check shall include.

- (c) Drug Screening Tests: Selected Temporary Medical Worker may be required to successfully pass drug-screening tests. The Authorized User may request the Contractor to perform drug-screening tests on the selected Temporary Medical Worker at any time during an active assignment. If the assigned Temporary Medical Worker fails any drug screening tests, they shall be promptly removed from the active assignment. The Authorized User may select a candidate from the previously submitted resumes for this request or repeat the selection process.
  - (d) DMV Driving Record Checks: Selected Temporary Medical Worker may be required to successfully pass a DMV Driving Record Check per the Authorized User's requirements. The Contractor shall be responsible for ensuring all Temporary Medical Worker assigned to operate state-owned vehicles are properly licensed for the duration of the assignment. The Authorized User will provide the vehicle for any active assignment that requires the operation of a state-owned vehicle.
- 4) Temporary Medical Workers shall have First Aid and CPR certifications prior to being assigned to positions requiring them. The Contractor shall keep a current record of all Temporary Medical Workers' certifications and the expiration dates to ensure that Temporary Medical Workers maintain and keep current the required certifications to perform the assigned duties. If the Temporary Medical Worker certifications expire, it is the responsibility (financial and/or otherwise) of the Contractor to ensure the Temporary Medical Worker is recertified to continue on the assignment. If they are not recertified, the Authorized User may select a candidate from the resumes previously submitted for this request or repeat the selection process.
  - 5) If the selected Temporary Medical Worker fails any of the Professional Screenings, they will no longer be eligible for the assignment by the Authorized User who requested the Professional Screenings. The Temporary Medical Worker may be selected for future assignments providing they successfully pass all required Professional Screenings required, at that time, by the Authorized User.

**F: Hours of Work and Overtime:**

- 1) A workweek is considered from Sunday through Saturday. The Contractor shall verify work hours at the time that the request is made. Work hours and holidays will vary based upon the Authorized User and the position in which the Temporary Medical Worker will be assigned.
- 2) There may be requirements for evening, weekend, and overtime work. Weekend work will be defined as Saturday and Sunday. Overtime will be defined as hours worked in excess of 40 per week for the same Authorized User. Written approval from the Authorized User shall be required in advance for all overtime.
- 3) Lunch periods will range from 30-60 minutes and will be determined by the Authorized User. Temporary Medical Workers will receive one 15 minute break in the morning and one 15 minute break in the afternoon. The exact time of the break will be agreed to by the Temporary Medical Worker and the Authorized User assigned supervisor. No payments will be made for lunch periods.
- 4) If a Temporary Medical Worker works on a holiday, regular pay applies to all hours under 40, and for hours over 40, time and one-half applies.

**G: Time Cards:**

- 1) The Contractor must supply all assigned Temporary Medical Workers with paper time cards. Paper time cards shall be completed daily by the Temporary Medical Worker and signed weekly by the Temporary Medical Worker's Authorized User's assigned supervisor. After the Temporary Medical Worker's Authorized User's assigned supervisor has verified hours worked and signed the paper time card, the Authorized User's assigned supervisor will email or fax the completed time card to the Contractor for processing. The Temporary Medical Worker shall not email, fax or hand carry the completed, approved paper time card. The Temporary Medical Worker and the Authorized User's assigned supervisor shall retain a copy of the signed paper time card.
- 2) Authorized Users may provide time-clock cards or other electronic resources to record the Temporary Medical Worker's time. This arrangement should be discussed and agreed upon between the Authorized User and Contractor.

- 3) Copies of the Temporary Medical Worker's applicable time cards shall accompany each invoice for applicable assignment.

**H: eVA Purchase Order Submission:**

- 1) The Authorized User will issue an eVA purchase order (PO) when the final decision has been made. The final decision includes (additional terms may apply according to position title):
  - a) Selected candidate and position title
  - b) Start date and projected end date
  - c) Defined work week
  - d) Number of hours per day
  - e) Hourly pay rate
  - f) APTCs completed (will be entered as separate line items)
- 2) Each eVA PO must contain the above information and at a minimum the following information:
  - a) Name of the Authorized User
  - b) Authorized User's POC, phone number and email address
  - c) Contract Number
  - d) Hourly Pay Rate including mark-up percentage
  - e) Travel reimbursement when applicable

**I: Travel Reimbursement:**

- 1) Temporary Medical Workers, as authorized in writing by the Authorized User, may be eligible for the reimbursement of travel expenses when working outside of a 25-mile radius of their designated "base point", where the Temporary Medical Worker performs his/her duties on a routine basis.
- 2) Multiple base points are not allowed.
- 3) For eligible Temporary Medical Workers, the authorized mileage rate for the use of a personally owned vehicle is determined by the Authorized User up to the amount in the current [CAPP Manual](#) (<https://www.doa.virginia.gov/reference/CAPP/indexCardinalArchive.shtml>). Mileage shall be calculated using the Temporary Medical Worker "base point" as the start point and the address of the Authorized User's designated destination as the end point. Mileage shall be validated and approved for reimbursement based on the usage of Google, Map Quest or equivalent monitoring methods as authorized by the Authorized User.
- 4) Temporary Medical Workers shall follow the Authorized User's reimbursement procedures. The travel reimbursement expenses submitted shall not be subject to any mark-up or increase of the actual dollar amounts submitted for reimbursement.

**J: Performance Requirements:**

- 1) Temporary Medical Workers must conduct themselves in a professional manner. Temporary Medical Workers must be respectful of all people with whom they interact, including Commonwealth employees, other representatives of the Commonwealth and clients of the Commonwealth. The Commonwealth reserves the right to terminate the assignment if the Temporary Medical Worker does not exhibit common courtesy and cordiality towards other Commonwealth employees, other representatives of the Commonwealth or Commonwealth clients. No loud, boisterous or rude conduct shall be permitted while on the Authorized User's premises. Temporary Medical Workers must adhere to all security requirements and office protocols of the Authorized User.
- 2) Temporary Medical Workers must make every effort to be on time for assignments daily. The Contractor shall notify the Authorized User, as soon as they are aware, if the Temporary Medical Worker will no longer be available. If no replacement is provided, the Authorized User may select a candidate from the previously submitted resumes for this request or repeat the selection process.
- 3) Temporary Medical Workers shall not use illegal drugs nor consume alcohol while on assignment to include assigned breaks. Indications of such use will result in immediate termination and no acceptance for further assignments.

- 4) Temporary Medical Worker shall arrive to assignments dressed appropriately and with the proper equipment specified by the Authorized User as being required to the perform work in the service categories.
- 5) Unless otherwise requested, all Temporary Medical Worker must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements of the position description. Contractors that provide Temporary Medical Workers that are unable to read, write, speak and comprehend the English language in accordance to the Authorized User's judgment will refund the Authorized User for any fees and wages incurred for the assignment.
- 6) No smoking inside Authorized User's buildings. Smoking is allowed outdoors in Authorized User's designated areas only.
- 7) No personal radios or other portable music sources shall be permitted while inside the Authorized User's buildings unless authorized by the Authorized User.
- 8) Temporary Medical Workers shall not to be accompanied in work areas or on the Authorized User's premises by acquaintances, family members, or any other person unless authorized by the Authorized User.

**K: Contract Transition:**

- 1) Contract E194-75647 currently expires on April 30, 2023. There will be a three-month transition period that will expire on July 31, 2023.
- 2) Contractors shall assist with the transition and cooperate with the incumbent during the transition period. Should transition services be required, those services shall be provided at the contracted rate.
- 3) As of the start of this contract, any new purchase orders for Temporary Medical Workers shall reference the new contract number in eVA.

**L: Contract Kick-off Meeting:**

- 1) All Contractors awarded a contract as a result of this solicitation must attend the Contract Kick-off Meeting that will be scheduled within 30 calendar days of the award notice.
- 2) It is preferred that you attend in person; however, attendance via Teleconference will be allowed. Further details and Teleconference information will be provided after award.

**V. OPTIONAL PRE-BID CONFERENCE:**

Teleconference participants must use the instructions provided below and are advised to start dialing-in no later than 1:25 pm to ensure a telephone connection at the start of the teleconference. There will be no technical assistance available if a connection cannot be made. Bidder should notify the DPS Contracting Officer noted in the solicitation by email no later than January 3, 2023 if intending to participate by teleconference. If Bidder dials in late, information may not be repeated and Bidder may have to wait for the addendum to be issued.

Microsoft Teams meeting on January 4, 2023 at 1:30 pm EST.

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 256 892 673 704

Passcode: 2f8orG

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

[+1 434-230-0065,890593495#](tel:+14342300065890593495) United States, Lynchburg

Phone Conference ID: 890 593 495#

**VI. BID CLARIFICATIONS:**

Questions regarding the solicitation must be submitted in writing only to Roxanne Thomas via e-mail at [Roxanne.Thomas@dgs.virginia.gov](mailto:Roxanne.Thomas@dgs.virginia.gov) no later than 5:00 PM on January 6, 2023. Bidder should identify the email by noting the solicitation number "IFB# 5918" in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Bidder's will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements will only be changed by formal written addendum to the solicitation.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective Bidder, including any sub-bidder, Bidder’s agent or other type of Bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a Bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a Bidder from participation in this opportunity.

As used in this IFB, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the bid. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. The term “will” is used to convey an obligation by the Commonwealth and the Authorized Users.

**VII, REPORTING REQUIREMENTS AND SURCHARGE ADJUSTMENT FEE (SCA):**

**a) CONTRACTOR’S QUARTERLY REPORT OF SALES:**

Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. See Attachment I – Sample Usage Report for the report template which identifies the information to be provided. Reports shall be provided no later the 15th of the next month following the end of the calendar quarter, reporting total invoiced sales and return transactions that took place in the immediately preceding quarter. Reports shall be sent to the DPS Contracting Officer. Failure to submit information in the required format and time may result in cancellation of the awarded contract.

**b) SURCHARGE ADJUSTMENT FEE:**

The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of “Contract Number,” “Report Amounts,” and “Report Period” on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to:  
 Treasurer, Commonwealth of Virginia.  
 Checks shall be mailed to:  
 DGS/Division of Purchases and Supply  
 ATTN: SCA Coordinator PO Box 1199  
 Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of the Contract. All quarterly reports shall be delivered electronically to the DPS Contracting Officer and an electronic copy shall be sent to the following email address: [vssireport@dgs.virginia.gov](mailto:vssireport@dgs.virginia.gov).

**c) SCHEDULE:**

<u>Sales Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th

<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Quarterly Payment Due</u>
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1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31 <sup>st</sup>

**VIII. INVOICES AND PAYMENT:**

**A. INVOICES:**

Contractor shall submit invoice(s) to the address designated on the Purchase Order. No invoice may include any cost other than those identified in the Purchase Order referencing the Contract. Invoice(s) shall provide at a minimum:

- 1) Name of the Authorized User
- 2) Authorized User POC and phone number and/or email
- 3) Temporary Medical Worker Name
- 4) Position Title
- 5) Hours Rate of Pay
- 6) Contract Number
- 7) Invoice Number
- 8) Invoice Date
- 9) Invoice Amount

**B. PAYMENTS:**

Payment will be made in accordance with the Virginia Prompt Payment Act. State Agencies will pay per §2.2-4350 of the Virginia Prompt Payment Act. Localities will pay per §2.2-4352 of the Virginia Prompt Payment Act. Payments will only be remitted after the receipt of valid invoice and verification of satisfactory completion of work. Payment may be made via a small purchase charge card (SPCC) (refer to the Mandatory Acceptance of Small Purchase Charge Card (SPCC) term and condition), check or EDI depending on how the Contractor is registered with the Department of Accounts. Utilization of the SPCC for payment shall not result in any additional fees (transaction fee, service charge etc.).

**End of Solicitation**

**REQUIRED GENERAL TERMS AND CONDITIONS  
GOODS AND NONPROFESSIONAL SERVICES**

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
  - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

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

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

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as



required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:
    - a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
      - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
      - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
    - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
  3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
  4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the

contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

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

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS:**

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

<b><u>Profession/Service</u></b>	<b><u>Limits</u></b>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists,	

Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) <i>Code of Virginia</i> § 8.01-581.15 <a href="https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/">https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/</a>	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

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

S. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

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

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

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

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

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

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at [www.eVA.virginia.gov](http://www.eVA.virginia.gov).

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



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

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

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

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

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

**ATTACHMENT B IFB #5918**

**Hourly Pay Rates per Band are in line with the State Pay Rate per Band**  
**Authorized Users bill rate will be the pay rate plus the Contractors percentage.**

Pay Bands Effective Upon Award			Northern VA (NOVA) Pay Bands Effective Upon Award		
Range			Range		
Position Pay Bands	Minimum Hourly Rate	Maximum Hourly Rate Not to Exceed	Position Pay Bands	Minimum Hourly Rate	Maximum Hourly Rate Not to Exceed
1	\$12.00	\$26.45	1	\$12.00	\$33.23
2	\$12.00	\$32.59	2	\$12.00	\$41.22
3	\$13.63	\$37.70	3	\$13.63	\$47.86
4	\$17.81	\$47.29	4	\$17.81	\$60.33
5	\$23.27	\$59.82	5	\$23.27	\$76.62
6	\$30.39	\$76.19	6	\$30.39	\$97.90
7	\$39.71	\$97.58	7	\$39.71	\$116.33
8	\$51.87	\$125.52	8	\$51.87	\$149.86

**NOTE: Northern Virginia Hourly Pay Rates are applicable to most agencies/facilities located in Zone 100 & some of the locations in 99.**

Position Groups/Pay Band Status/General Position Requirements

The following requirements are general in nature. Actual requirements will be determined by the ordering agency/facility.

**A. Line 1 through Lot 9 comprise Nursing/Physician Assistant Services # 49110**

Occupational Family: Health and Human Services - Pay Band Range: 3 – 6

**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed by workers in the **Nursing/Physician Assistance Services** Group. The roles define paths for **licensed practical nurses, registered nurses, certified nurse practitioners, and physician assistants.**

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
3	Licensed Practical Nurse	49111		

4	Registered Nurse I	49112		
5	Registered Nurse II Nurse Practitioner I Physician Assistant	49113	Registered Nurse Manager I	49115
6	Registered Nurse III Nurse Practitioner II	49114	Registered Nurse Manager II	49116

LINE 1	Licensed Practical Nurse	Code 49111	Pay Band 3
<b>Complexity</b>	<ul style="list-style-type: none"> <li>The scope of services involves assisting in direct patient care.</li> <li>Applies knowledge of principles and practices of practical nursing and pharmacology acquired through formal education and training.</li> <li>Contacts are made with patients in the provision of practical nursing care.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Work impacts the quality of practical nursing care and patient comfort.</li> <li>Successful application of skills results in positive patient outcomes.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Receives guidance, direction and supervision from an R.N., nursing supervisor, manager, medical professional, or administrator.</li> <li>May take venipuncture specimens. Work requires some discretion and judgment and is clearly defined by the licensure regulations.</li> <li>May supervise or provide work direction to nursing aides or direct service staff.</li> </ul>		

LINE 2	Registered Nurse I	Code 49112	Pay Band 4
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Scope of services involves all aspects of professional nursing care.</li> <li>Applies knowledge of principles and practices of professional registered nursing care acquired through formal education and training.</li> <li>Contacts are made with patients, medical support staff, supervisory nurses and physicians in the provision of professional nursing care.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Work impacts the quality of patient care.</li> <li>Successful application of skills enhances positive medical outcomes.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Receives guidance and direction from a nursing supervisor, manager or medical professional or administrator.</li> <li>Develops total patient assessment, which requires considerable judgment and decision-making.</li> <li>Provides leadership to LPNs and other medical direct service support staff.</li> <li>Work requires frequent use of discretion and judgment in patient assessment and case management.</li> </ul>		

LINE 3	Registered Nurse II (Charge, Supervisory, Specialty Area)	Code 49113	Pay Band 5



<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Scope of work ranges from responsibility for a nursing specialty area, working supervisor to charge nurse.</li> <li>• Contacts are made with patients, staff nurses, supervisory, manager level nurses, physicians and other program or management staff.</li> <li>• Assignments range from increased clinical or administrative responsibility to supervision of registered nurses, LPNs or other medical support staff.</li> <li>• May perform clinical research and study activities, develop research protocol, gather and analyze data and prepare abstracts for publication.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work impacts the quality and effectiveness of patient care.</li> <li>• Oversight of nursing services is significant.</li> <li>• May serve as point of contact for a medical specialty area within a nursing program.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for mentoring and developing others.</li> <li>• Responsible for guidance and/or supervision of nursing, medical and direct support staff.</li> <li>• May assign staff, evaluate clinical and administrative issues, and evaluate performance.</li> <li>• Judgment is exercised over issues of patient care and performance of staff.</li> </ul>

<b>LINE 4</b>	<b>Nurse Practitioner I</b>	<b>Code 49113</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge acquired through formal education in an accredited program.</li> <li>• May be designated according to field of specialization.</li> <li>• Scope of work includes performing comprehensive physical examinations and preventive health measures, ordering and performing therapeutic and diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations.</li> <li>• Contacts are made with patients in the provision of care and physicians for their consultation.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• The availability and oversight of a physician may limit the severity of complications.</li> <li>• Patients receive general health care services and treatment.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Interprets and evaluates diagnostic test results.</li> <li>• Records physical findings.</li> <li>• Develops and implements patient management plans; instructs and counsels patients regarding plans.</li> <li>• Performs work with ready access to supervision and guidance from a physician.</li> <li>• Refers complex cases beyond the scope of practice to a physician or specialist.</li> </ul>		

<b>LINE 5</b>	<b>Physician Assistant</b>	<b>Code 49113</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge acquired through formal education in an accredited program.</li> <li>• Scope of work includes performing comprehensive physical examinations, performing therapeutic procedures, administering and ordering diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations.</li> <li>• Contacts are made with patients in the provision of care and physicians for their consultation.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• The availability and oversight of a physician may limit the severity of complications.</li> <li>• Patients receive general health care services and treatment.</li> </ul>		

<b>Accountability</b>	<ul style="list-style-type: none"> <li>Practice requires that the Board of Medicine be apprised of the supervising physician(s) and the way in which the Physician Assistant will be utilized.</li> <li>Develops and implements patient management plans; instructs and counsels patients regarding plans.</li> <li>Records physical findings.</li> <li>Interprets and evaluated diagnostic test results.</li> </ul>
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<b>LINE 6</b>	<b>Registered Nurse Manager I</b>	<b>Code 49115</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of the principles of supervision, management, leadership, and administrative functions.</li> <li>Contacts are made with patients, staff nurses, supervisory nurses, physicians, and other clinical, program, or management staff concerning management of a nursing program.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Work impacts the quality and effectiveness of patient care.</li> <li>Impact on services is significant.</li> <li>Develops nursing unit objectives, policies and standards.</li> <li>Develops standards for patient care, delivery of services and training and development of staff.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Leads, supervises, and manages RNs and medical support staff.</li> <li>May assign staff, evaluate clinical and administrative issues, evaluate performance of patient care by staff, assist with budget preparation and management, and direct all nursing programs for a unit or program.</li> <li>Exercises judgment over issues of patient care, performance of staff, and utilization of resources.</li> </ul>		

<b>LINE 7</b>	<b>Registered Nurse III (nursing consultation/clinical nurse specialist)</b>	<b>Code 49114</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Provides comprehensive services according to the specialized training received from an accredited program.</li> <li>Provides expert consultation on complex nursing issues.</li> <li>Contacts are made with patients, staff nurses, supervisory, manager level nurses, physicians and other program staff.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Work impacts the quality and effectiveness of patient care.</li> <li>Impact on services in significant.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Responsible for mentoring and developing others.</li> <li>Judgment is exercised over issues of nursing program consultation.</li> </ul>		

<b>LINE 8</b>	<b>Nurse Practitioner II (certified nurse practitioner)</b>	<b>Code 49114</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Scope of work includes performing physical examinations and preventive health measures, ordering and performing diagnostic procedures, and prescribing controlled substances and devices in accordance with current regulations.</li> <li>Contacts are made with patients in the provision of care and more limited contact with physicians for their consultation.</li> </ul>		

<b>Results</b>	<ul style="list-style-type: none"> <li>• The limited availability of physician oversight increases the consequence of error.</li> <li>• Work significantly affects the health of patients due to higher level of independence.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Performs work under limited access to a physician or works in an environment where physician availability is typically limited.</li> <li>• Works independently with minimal supervision providing diagnosis and treatment according to protocol.</li> </ul>

<b>LINE 9</b>	<b>Registered Nurse Manager II</b>	<b>Code 49116</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Scope of work involves providing direction to an agency nursing program.</li> <li>• Work requires extensive knowledge of nursing management.</li> <li>• Contacts are made with field practitioners, physicians, and other clinical, program, and management staff.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work impacts the level and quality of nursing services, standards of nursing practice, and allocation of resources.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Ensures quality of nursing care.</li> <li>• Develops goals, objectives, and standards of nursing.</li> <li>• Directs subordinate nurse managers and supervisors.</li> <li>• Determines overall direction of comprehensive nursing and health care programs and budgets.</li> </ul>		

**B. Line 10 through Lot 13 comprise Counseling Services #49010**

Occupational Family: Health and Human Services' Pay Band Range: 3 – 5

**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed in the **Counseling Services** Group. The roles include workers as **social workers, vocational rehabilitation counselors, chaplains**, and other types of **counselors**.

<b>PAY BAND</b>	<b>PRACTITIONER ROLES</b>	<b>ROLE CODE</b>	<b>MANAGEMENT ROLES</b>	<b>ROLE CODE</b>
<b>3</b>	<b>Counselor I</b>	<b>49011</b>		
<b>4</b>	<b>Counselor II</b>	<b>49012</b>		
<b>5</b>			<b>Counselor Manager</b>	<b>49013</b>

<b>LINE 10</b>	<b>Counselor I</b>	<b>Code 49011</b>	<b>Pay Band 3</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Work requires discretion and judgment in counseling Interventions.</li> <li>• The scope of services involves case management, counseling, resource referral, and obtaining support services.</li> <li>• Applies knowledge of principles and techniques of social and vocational case</li> </ul>		



	<p>management, counseling techniques and practices, behavior modification, conflict management, mediation, and available community resources.</p> <ul style="list-style-type: none"> <li>• May require a degree in social work or related field.</li> <li>• Frequent contacts with clients, families, direct service staff, employers, community agencies, and other service providers to discuss the needs of clients and available resources.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work impacts the quality and success of individualized service plans for clients.</li> <li>• Effective performance improves the social, emotional, physical, vocational, and/or situational issues of clients.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Exercises independent judgment in coordination and delivery of services.</li> <li>• Collaborates with supervisor to develop individualized plans for clients.</li> <li>• Receives guidance and direction in areas of policy application and priorities.</li> <li>• Responsible for providing case management services to clients with social, emotional, physical, and/or situational problems.</li> </ul>

<b>LINE 11</b>	<b>Counselor II (Direct Service)</b>	<b>Code 49012</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Tasks are varied and progress in difficulty based on the type of client and the services required.</li> <li>• A graduate degree or certification may be required.</li> <li>• Frequent contact with: clients and their families or friends; state, federal, or local human service agencies; court and law enforcement officials; medical or other clinical professionals; employers and the business community; and other service providers.</li> <li>• Applies knowledge of the theory, techniques, and practices of counseling, social work, case management, conflict management, and mediation.</li> <li>• Applies knowledge of human service legislation and laws and assistive technology.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Provision of services directly affects the ability of clients to become independent, achieve gainful employment, or become participating members of society.</li> <li>• Successful partnerships with clients and service providers impact the cost efficiency and effectiveness and the quality of services provided</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Decisions regarding daily interaction with clients are made independently.</li> <li>• Guidance is received regarding policy interpretation, development of new programs, and expenditure of funds.</li> <li>• Experienced workers handle the most complex assignments or provide guidance to others on the more complex issues.</li> <li>• Independently manages and authorizes expenditures for client services within authorized amounts.</li> </ul>		

<b>LINE 12</b>	<b>Counselor II (Lead /Supervisory)</b>	<b>Code 49013</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge of supervisory principles and practices.</li> <li>• Applies knowledge of counseling methods and techniques.</li> <li>• Assignments range from counseling clients, to leading or supervising staff, to recommending improvements in service delivery.</li> </ul>		

<b>Results</b>	<ul style="list-style-type: none"> <li>Supervision of staff directly affects the ability of clients to become independent, achieve gainful employment, or become participating members of society.</li> <li>Influences the professional development and skill acquisition of direct service providers to ensure competent service delivery.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Supervises, trains, or acts as a mentor to staff.</li> <li>Consults with higher level manager to resolve staff issues and to ensure the provision of quality services.</li> <li>Plans and schedules unit's activities independently</li> </ul>

<b>LINE 13</b>	<b>Counselor Manager</b>	<b>Code 49013</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of the management of various social work and rehabilitation services, case management development, therapeutic assessment, counseling, treatment, and human service delivery systems.</li> <li>Applies knowledge of management practices and principles.</li> <li>A graduate degree or certification may be required.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Ensures quality of services and coordination of community resources.</li> <li>Effective management of services meets the diverse needs of clients and has a long-term effect on overall program success.</li> <li>Effective budget administration ensures the continued provision of cost effective services for clients.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Receives minimal guidance in the administration of program activities.</li> </ul>		

C. Line 14 through Lot 18 comprise Direct Service #49050

Occupational Family: Health and Human Services - Pay Band Range: 1 – 3

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by those in the **Direct Service** Career Group. The roles define the typical career paths for workers who pursue careers such as **respiratory therapy assistants, hospital attendants, nursing assistants, dental assistants, emergency medical technicians, pharmacy technicians, psychiatric technicians, community health workers, dietetics technicians, medication assistants, physical/occupational therapist aide, training center direct care workers, and dental laboratory technicians.**

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
1	Direct Service Associate I	49051		
2	Direct Service Associate II	49052		
3	Direct Service Associate III	49053		

<b>LINE 14</b>	<b>Direct Service Associate I</b>	<b>Code 49051</b>	<b>Pay Band I</b>
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<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Work is well defined and is performed within prescribed policies and procedures.</li> <li>• Tasks are repetitive and are influenced by the population served.</li> <li>• Applies basic knowledge of processes, methods and/or procedures for a variety of services or a detailed knowledge of a specific program or service.</li> <li>• Responsibilities include: cleaning and setting up instruments, equipment, and facilities; collecting specimens; preparing and providing routine information about services; providing routine/general guidance to clients, patients, customers.</li> <li>• May have responsibility for: transporting patients and clients; basic housekeeping; changing dressings; measuring vital signs; supervising/observing children, client or patient activities and some routine administrative tasks.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Actions affect the health, safety, and well being of clients.</li> <li>• Clients are treated with respect and dignity.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Limited discretion is required to carry out responsibilities.</li> <li>• Supervision is received by detailed instructions and/or worker actions are subject to close review.</li> </ul>

<b>LOT 15</b>	<b>Direct Service Associate II</b>	<b>Code 49052</b>	<b>Pay Band 2</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Understanding of a client's diagnosis and treatment or program plan.</li> <li>• Understanding of a client's social and cultural needs.</li> <li>• Services are broad in scope.</li> <li>• Applies knowledge of related program, regulations, practices, procedures, methods, instruments, and/or equipment.</li> <li>• Responsibilities include: providing information which conveys service availability to clients; assisting in the development of client service plans; implementing service plans; planning and implementing activities; and performing physical, dental, medical, laboratory, clinical, nutritional, administrative, environmental, eligibility, outreach and pharmaceutical tasks in support of clients or service delivery.</li> <li>• Work is complicated by nature of assigned caseload.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Client care, program, or training needs are met.</li> <li>• Delivery of quality care or effective customer service.</li> <li>• Clients are linked to the services they need within their community.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Exercises situational judgment and discretion to assure appropriate action is or has been taken.</li> <li>• Collects, records, and reports client data.</li> <li>• Actions are subject to review.</li> <li>• May lead or supervise other staff.</li> </ul>		

<b>LOT 16</b>	<b>Direct Service Associate III (Expert)</b>	<b>Code 49053</b>	<b>Pay Band 3</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge related to either: a variety of service programs, practices, methods, procedures, regulations, instruments and equipment; or a specific service area.</li> <li>• Observes and understands family dynamics. Recognizes the need for intervention and recommends resources.</li> <li>• Supports interdisciplinary treatment or professional services, client assessment,</li> </ul>		



	<p>or program development and coordination.</p> <ul style="list-style-type: none"> <li>• Provides hands-on, intensive advocacy, intervention and mentoring that have a long-term influence on clients' independence, personal accountability, problem-solving skills and overall quality of life.</li> <li>• Plans, provides, and documents services.</li> <li>• May advise clients of their rights, investigate and respond to complaints, and maintain associated documentation.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Services appropriate to client needs.</li> <li>• Promotion of client social, recreation, personal care, independent living, or vocational skills, and self-esteem and motivation.</li> <li>• Treatment/program plans meet goals.</li> <li>• Services have long-term impact on client safety, security, physical and mental well being, as well as the ability of clients to obtain gainful employment and becoming participating member of society.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Develops components of Treatment/program plans.</li> <li>• Applies discretion and judgment to independently resolve service delivery problems.</li> <li>• Direct accountability for service due to occasional supervisory review.</li> <li>• Decisions affect the efficiency and quality of service delivery.</li> <li>• May have lead responsibilities.</li> <li>• May be responsible for specialized laboratory techniques, such as repairing or manufacturing dental prosthetics.</li> </ul>

<b>LOT 17</b>	<b>Direct Service Associate III (Supervisor)</b>	<b>Code 49053</b>	<b>Pay Band 3</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge related to either: a variety of service programs, practices, methods, procedures, regulations, instruments and equipment; or a specific service area.</li> <li>• Applies knowledge of the principles of supervision.</li> <li>• May serve on, and/or coordinate activities of, an interdisciplinary team.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Services are delivered as prescribed.</li> <li>• Long-term impact on client safety, security, and physical and mental well being.</li> <li>• Writes components of treatment/program plans.</li> <li>• Evaluates program effectiveness in conjunction with professional Staff.</li> <li>• Responsibilities may control service delivery or have the potential for significant liability to the Commonwealth.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Ensures delivery of services.</li> <li>• Applies discretion and judgment to independently resolve daily service administrative operations.</li> <li>• Compliance with state and federal regulations.</li> <li>• Decisions affect the efficiency and quality of service delivery.</li> <li>• Client records contain appropriate documentation.</li> <li>• Supervises staff providing direct services, sometimes on multiple shifts and in multiple living areas.</li> </ul>		

D. Line 18 through Lot 20 comprise Health Care Compliance #49170

Occupational Family: Health and Human Services - Pay Band Range: 4 - 6

Roles Comprising This Group

These roles describe the collective characteristics of the work performed by workers in the Health Care Compliance Group. The roles define the careers such as utilization review analysts, hospital quality assurance specialists, health care compliance specialists, and medical facility inspectors.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
4	Health Care Compliance Specialist I	49171		
5	Health Care Compliance Specialist II	49172		
6			Health Care Compliance Manager	49173

LINE 18	Health Care Compliance Specialist I	Code 49171	Pay Band 4
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies program rules and regulations in the resolution of human services programs.</li> <li>Applies in-depth knowledge of one or more programs.</li> <li>Frequent contact with service providers, recipients and their families, and representatives of other state and federal agencies on benefits and claims issues.</li> <li>Workers conduct audits, inspections, or investigations of quality and utilization of services and may assist in promulgation review and revision of state licensure regulations operational guidelines.</li> <li>May provide guidance to staff, clients, or others in private and public organizations.</li> <li>May require knowledge of supervisory principles and practices.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Case, billing, pricing and redemption, and payment records are audited in accordance with applicable regulations and guidelines.</li> <li>Discrepancies are identified and a report-of-findings or other communication is initiated.</li> <li>Findings result in recommendations for, or provision of, corrective actions</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Directly accountable for the determination or detection of fraud, proper operation, and third party liability.</li> <li>May lead or supervise staff.</li> <li>Recommends licensure and certification of facilities.</li> <li>Accountable for program policy interpretation.</li> </ul>		

LINE 19	Health Care Compliance Specialist II	Code 49172	Pay Band 5
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<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies rules, regulations, and laws in administration of programs.</li> <li>• Renders decisions on unusual problems involving policy interpretation.</li> <li>• Frequent contact with health care providers, program administrators, and representatives from state and federal agencies, and other direct and indirect human service providers to confer on policy problems and request legal opinions.</li> <li>• May require knowledge of supervisory principles and practices.</li> <li>• Implements and oversees corrective actions.</li> <li>• May testify at administrative appeals and hearings.</li> <li>• Inspectors may be required to have licensure.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Approves and/or recommends corrective actions/plans that affect programmatic operations (e.g., changes to policies, or procedures)</li> <li>• Decisions may affect accreditation, licensure, and funding.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• May lead or supervise staff.</li> <li>• Evaluates program effectiveness and compliance.</li> <li>• Develops administrative procedures.</li> <li>• Some positions approve and issue licenses and certifications.</li> </ul>

<b>LINE 20</b>	<b>Health Care Compliance Manager</b>	<b>Code 49173</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Directs a major organizational component of an agency, requiring management of staff, programs, and administrative functions.</li> <li>• Applies knowledge of general managerial and financial management principles and practices for purposes of conducting and assessing short and long-range planning.</li> <li>• Collaborates with state and federal officials on program compliance.</li> <li>• May require knowledge of forecasting and statistical methods and procedures.</li> <li>• May provide expert testimony for administrative, criminal and civil cases.</li> <li>• May require licensure in a health services occupation.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Decisions made affect program outcomes, service quality, accreditation, licensure, and funding.</li> <li>• Develops and implements business strategies and follows through with implementation.</li> <li>• Decisions affect public perception of the regulatory programs' effectiveness and expenditure of taxpayer dollars.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Leadership and supervision of staff.</li> <li>• Responsible for evaluating program effectiveness and ensuring compliance with State and Federal statutes.</li> <li>• Provides the highest level of consultation in the function.</li> <li>• Relies on expertise and judgment to determine, plan and accomplish goals.</li> <li>• May approve and issue licenses and certifications.</li> </ul>		

**E. Line 21 through Lot 25 comprise Health Care Technology #49090**

**Occupational Family: Health and Human Services - Pay Band Range: 2 - 5**



**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed by the **Health Care Technology** Group. These roles include **radiologic technologists, medical technologists** or **dental hygienists**.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
2	Health Care Technician	49091		
3	Health Care Technologist I	49092		
4	Health Care Technologist II	49093		
5	Health Care Technologist III	49094	Health Care Manager	49095

LINE 21	Health Care Technician	Code 49091	Pay Band 2
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Tasks are usually repetitive in the mounting of films, posting information to files and records, and scheduling patients.</li> <li>• Tasks may involve collection of laboratory specimens and performing clinical laboratory tests such as hemoglobin, hematocrit, glucose, urine pregnancy, and urine dipsticks.</li> <li>• Clinical testing may also include limited microscopic chemistry or microbiological tests.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work facilitates the effective operation of a clinic through the scheduling and monitoring of patient flow.</li> <li>• Results may be used by others in the diagnosis, treatment, and prevention of disease.</li> <li>• Proper laboratory procedures impact outcomes of clinical tests.</li> <li>• Work impacts the quality of patient care and level of customer service.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for narrow scope of routine well-defined duties and processes.</li> </ul>		

LINE 22	Health Care Technologist I	Code 49092	Pay Band 3
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Procedures support clinical laboratory programs.</li> <li>• Tasks are varied and require application of a variety of diagnostic and therapeutic radiological procedures including those requiring special patient positioning and/or the use of contrast media, catheters, or special equipment.</li> <li>• Applies knowledge of scientific or technical principles, practices, and regulatory requirements of functional areas.</li> <li>• Responsibilities may include explaining procedures to the patient, preparation of the patient and preparing radiopaque contrast media such as barium enemas, barium swallows, intravenous pyelograms, cystograms, and gastro-intestinal series in a clinic or hospital setting.</li> <li>• May teach radiographic techniques to students.</li> <li>• May serve as lead or single on-duty technologist.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Products are used by others in the diagnosis, treatment, and prevention of disease.</li> </ul>		

	<ul style="list-style-type: none"> <li>• Work impacts quality of patient care and level of customer service.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for clear production of radiographs.</li> <li>• May review films and decide if procedures need to be repeated.</li> <li>• Independently performs standardized or specialized procedures and seeks advice on more complex or non-routine issues.</li> <li>• May work without on-site supervision in small lab settings.</li> </ul>

<b>LINE 23</b>	<b>Health Care Technologist II</b>	<b>Code 49093</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Work requires the application of knowledge in a physical science normally attained through higher levels of learning (e.g., medical technology, chemistry, microbiology, or biological science) and documented training in order to perform advanced clinical or anatomical laboratory testing, or training in CT scan, MRI and invasive radiological procedures.</li> <li>• May apply knowledge of leadership or supervisory principles and practices.</li> <li>• May specialize in computed tomography, magnetic resonance or complex radiological procedures.</li> <li>• May perform clinical treatment and oral health education.</li> <li>• Typical assignments support the diagnosis of diseases and the identification of disease agents.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Others use results in the diagnosis, treatment, and prevention of disease.</li> <li>• Work impacts the efficiency, operation, and creditability of a clinical laboratory as well as the program's continued accreditation.</li> <li>• May impact the client's health and the prevention of tooth decay and disease.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• May have leadership, supervisory or teaching responsibilities.</li> <li>• Responsible for clear production of radiographs requiring the use of contrast media, catheters, or special equipment or for performing other complex medical laboratory tests.</li> <li>• May coordinate worker assignments.</li> <li>• Responsible for performing dental hygienist's clinical treatment and education of the client.</li> </ul>		

<b>LINE 24</b>	<b>Health Care Technologist III</b>	<b>Code 49094</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies fundamental concepts, practices, and procedures of supervision and leadership.</li> <li>• Plans and implements the delivery and improvement of services, staffing, and resources (e.g., testing new procedures before implementation in a laboratory) in accordance with quality standards and/or accreditation requirements.</li> <li>• Provides training and consultation to laboratory users on sampling techniques, testing procedures, and interpretation of results.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work impacts the laboratory evidence for diagnosis of diseases or identification of disease agents.</li> <li>• Responsible for all laboratory services and the impact on patient care as well as the efficiency, operation, and credibility and accreditation of a clinical laboratory.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for the leadership and/or supervision of staff. Operation of a full</li> </ul>		

	service laboratory or subspecialty laboratory. <ul style="list-style-type: none"> <li>• Incorporates productivity improvements to enhance customer service and laboratory credibility.</li> </ul>
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<b>LINE 25</b>	<b>Health Care Manager</b>	<b>Code 49095</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge of management principles and practices.</li> <li>• Establishes work schedules and consults with subordinate Supervisors.</li> <li>• Develops operational goals and objectives.</li> <li>• Prepares operational budget.</li> <li>• Responsible for laboratory quality assurance including quality control, training, and safety in the clinical laboratory.</li> <li>• May require certification, documented training, and advanced education to meet regulatory and/or accreditation requirements.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Work impacts the efficiency, operation, and credibility of a clinical laboratory as well as continued program Accreditation.</li> <li>• May design in-service programs for laboratory professionals</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Leadership and development of staff.</li> <li>• Management of a full service medical laboratory.</li> <li>• Provides guidance to subordinate supervisors.</li> <li>• Provides input into short- and long-range planning of facilities, equipment, staffing, and policies.</li> </ul>		

**F. Line 26 through Lot 31 comprise Laboratory and Research Services #59070**

**Occupational Family: Natural Resources and Applied Science - Pay Band Range: 1 – 5**

**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed by workers in the **Laboratory and Research Services** Group. The roles define careers such as **laboratory aides, laboratory assistants, laboratory specialists, research assistants, and research specialists.**

<b>PAY BAND</b>	<b>PRACTITIONER ROLES</b>	<b>ROLE CODE</b>	<b>MANAGEMENT ROLES</b>	<b>ROLE CODE</b>
<b>1</b>	<b>Laboratory and Research Aide</b>	<b>59071</b>		
<b>2</b>	<b>Laboratory and Research Technician</b>	<b>59072</b>		
<b>3</b>	<b>Laboratory and Research Specialist I</b>	<b>59073</b>		
<b>4</b>	<b>Laboratory and Research Specialist II</b>	<b>59074</b>		



5			<b>Laboratory and Research Manager</b>	<b>59075</b>
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LINE 26	<b>Laboratory and Research Aide</b>	<b>Code 59071</b>	<b>Pay Band 1</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge of basic sanitation techniques, laboratory safety procedures, research procedures, animal handling/care and hygiene, and use of laboratory equipment.</li> <li>• Performs routine work with limited variation.</li> <li>• Follows established directions and procedures.</li> <li>• Limited contacts outside of co-workers and supervision.</li> <li>• May perform a variety of tasks related to animal care such as feeding and caring for animals.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Proper sanitation procedures ensure appropriate laboratory testing and research conditions.</li> <li>• Provides responsible care of animals.</li> <li>• Responsible for equipment in support of research, laboratory, or clinical programs or teaching services.</li> <li>• May be required to adhere to established standards and Guidelines as set forth by accredited programs.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Decision-making and judgment is limited to assigned functional area and based on clearly defined procedures and guidelines or under direct supervision</li> </ul>		

LINE 27	<b>Laboratory and Research Technician</b>	<b>Code 59072</b>	<b>Pay Band 2</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge of sanitation techniques and laboratory safety.</li> <li>• Applies knowledge of research and testing procedures and techniques, and of animal handling, care and welfare.</li> <li>• Performs a variety of procedures supporting laboratory, research, clinical or autopsy and necropsy services, or geological services.</li> <li>• May provide limited surgical assistance.</li> <li>• Follows established directions and procedures.</li> <li>• Frequent contacts with co-workers, supervisors, students, faculty, and research staff to discuss study techniques or results or handling and care of animals.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Proper laboratory, autopsy and necropsy procedures impact outcomes of tests and research, and impact the safety, health, and well-being of laboratory animals, staff and the general public through the identification of scientific and legal findings or contagious disease sources.</li> <li>• Proper sanitation procedures ensure appropriate laboratory testing and research conditions.</li> <li>• Provides responsible care of animals.</li> <li>• Responsible for equipment in support of research, laboratory, or clinical programs or teaching services.</li> <li>• May be required to adhere to established standards and guidelines as set forth by accredited programs.</li> </ul>		

<b>Accountability</b>	<ul style="list-style-type: none"> <li>Responsible for generally well defined procedures supporting laboratory, testing, research or clinical programs.</li> <li>Decision-making and judgment is typically based on clearly defined procedures, although skilled positions may exercise independent judgment.</li> <li>Refers non-routine issues to supervision.</li> <li>May lead other staff, activities, or provide guidance and leadership to students and interns.</li> <li>Development of competencies may lead to broader, more responsible assignments.</li> </ul>
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<b>LINE 28</b>	<b>Laboratory and Research Specialist I</b>	<b>Code 59073</b>	<b>Pay Band 3</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of scientific/technical principles, practices, and regulatory requirements of functional areas.</li> <li>Performs a variety of procedures supporting clinical, research, field research, service or regulatory and/or diagnostic laboratory programs.</li> <li>Duties may include performing standardized or specialized scientific or clinical procedures, performing preliminary procedures to prepare, expedite, and facilitate further scientific examination and training, assisting in veterinary surgical procedures, analysis and compilation of data, communicating findings/research results, animal care, repairing and maintaining equipment and ordering supplies.</li> <li>May have contact with, private business, other state agencies or government entities, faculty, students and researchers, and/or the general public to communicate results and explain laboratory procedures or regulatory requirements.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Proper application of procedures impacts outcomes of tests and research, legal evidence, and the safety, health, and economic well being of the general public, research staff, environment and/or animals through identification of scientific and legal findings, contagious and benign disease sources.</li> <li>Performance of duties may impact the level of public confidence and consumer satisfaction.</li> <li>May be required to adhere to established standards and guidelines as set forth by accredited programs.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Independently performs standardized or specialized procedures and seeks advice on more complex or non-routine issues.</li> <li>Decision-making has moderate to significant impact on program's success.</li> <li>Exercises judgment and decision making to determine appropriate procedures; compiles data, documents and communicates findings.</li> <li>May lead, train or supervise students, staff or coordinate program activities.</li> </ul>		

<b>LINE 29</b>	<b>Laboratory and Research Specialist II (Advanced - Expert)</b>	<b>Code 59074</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of assigned technical or research area.</li> <li>Participates or leads in the design, modification and performance of laboratory or research projects.</li> <li>Frequent contact with private business, other state agencies or government entities, principal investigators, faculty, laboratory staff, students and</li> </ul>		

	<p>researchers, and/or the general public to report and interpret results, provide consultation and technical assistance, and discuss research projects.</p> <ul style="list-style-type: none"> <li>Responsibilities include: participating in or leading work in the design, modification, evaluation and performance of laboratory, field surveys or research procedures; writing or modifying computer programs to analyze data and generate reports; researching literature related to project/procedures; conducting experiments; writing segments of reports and manuscripts; coordinating grants and budgets; assisting lower level staff; troubleshooting instrument problems and performing preventive maintenance on equipment.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>Accurate scientific testing, research, and consultation minimizes errors in laboratory findings, scientific research and fieldwork.</li> <li>Proper application of procedures impacts outcomes of tests and research, and the safety, health, and well being of the general public, research staff, and laboratory animals through identification of scientific findings, and contagious and benign disease sources.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Independently performs and provides consultation on specialized laboratory/research procedures and projects.</li> <li>Independent decision-making on appropriate methods, design and data interpretation.</li> <li>Some positions ensure compliance with established standards and guidelines as set forth by accredited programs.</li> <li>Independently monitors, evaluates and analyzes quality control results and determines corrective action as needed.</li> </ul>

<b>LINE 30</b>	<b>Laboratory and Research Specialist II (Supervisor)</b>	<b>Code 49074</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of supervisory principles and practices.</li> <li>Applies knowledge of assigned technical or research area.</li> <li>Participates or leads in the design, modification and performance of laboratory or research projects.</li> <li>Frequent contact with principal investigators, research faculty, laboratory personnel and students to discuss policies, procedures and methodology; coordinate research projects; report and interpret results; and provide consultation, and technical assistance.</li> <li>Responsibilities include: writing grant proposals and identifying funding sources; designing and directing complex research projects in consultation with a principal investigator; modifying and developing laboratory and field procedures, quality control processes and determining work methods; reviewing the scientific work results; directing animal care according to applicable federal laws and regulations; hiring and training personnel or students; approving procurement, budgeting, other administrative duties; and teaching a laboratory section of college level students.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Accurate scientific testing, quality control, research, or consultation and supervision minimize errors in laboratory findings or research, and impact the success of grant proposals and scientific findings.</li> <li>Work impacts the health, safety and well being of the general public, the environment, industry, research, and animal health and welfare.</li> </ul>		



<b>Accountability</b>	<ul style="list-style-type: none"> <li>Independently supervises laboratory research operation or animal care facility to include business functions and accountability for services provided to administrators, faculty, and other users.</li> <li>Responsible for program and staff supervision.</li> <li>Leads teams or special projects.</li> <li>May be required to ensure compliance with established standards and guidelines as set forth by accredited programs.</li> </ul>
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<b>LINE 31</b>	<b>Laboratory and Research Manager</b>	<b>Code 59075</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge of the principles and methods of laboratory administration and management.</li> <li>Applies knowledge of the theory and application of lab methods and instrumentation for the assigned discipline(s).</li> <li>Ability to plan, lead and evaluate the work of professional staff.</li> <li>Frequent contacts, with regulatory boards or governmental entities regarding standards, quality assurance, and lab procedures.</li> <li>Frequent contact with internal departments regarding administrative matters and with vendors concerning equipment and supplies.</li> <li>Frequent contacts with researchers, staff and students to provide information, consultation or direction concerning laboratory operations.</li> <li>Plans, manages and evaluates the work of professional staff;</li> <li>Develop goals, objectives and timetables; develop and monitor budgets; determine and implement technical methodologies, ensure that quality control standards and safety procedures are in compliance with government regulations and laws.</li> <li>May teach and/or serve as technical experts.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Proper management of laboratory operations ensures the scientific accuracy, timeliness and quality of services and impacts public health, safety, and the environment.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Responsible for the provision of quality and timely laboratory services laboratory services.</li> <li>Manages work of subordinate supervisors and professional and technical staff engaged in laboratory operations and research.</li> <li>Establishes and monitors quality control procedures.</li> <li>May ensure compliance with established standards and guidelines as set forth by accredited programs.</li> </ul>		

**G. Line 32 through Lot 35 comprise Psychological Services #49210**

**Occupational Family: Health and Human Services - Pay Band Range: 4 - 6**

**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed by those in the **Psychological Services** Group. The roles define the paths for (1) psychologists (licensed clinicians) and (2) unlicensed

clinicians who render psychological services under the supervision of licensed psychologists as defined by the regulations governing the practice of Psychology in Virginia.

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
4	Psychologist I Psychology Associate I	49211		
5	Psychologist II Psychology Associate II	49212		
6	Psychologist III Psychology Associate III	49213	Psychology Manager	49214

LINE 32	Psychologist I/Psychology Associate I	Code 49211	Pay Band 4
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Requires the ability to conduct psychological assessments and diagnose using current DSM-IV-TR and ICD-10 classification systems and determine the need for more specialized care.</li> <li>Skill in using various treatment modalities with minimal direct Clinical supervision in the treatment of mental disorders and/or developmental disabilities.</li> <li>Crisis intervention skills and ability to assess and manage risk of harm to self or others.</li> <li>Skill in maintaining therapeutic relationships and services while complying with ethical and professional standards.</li> <li>Ability to document services consistent with expectations of third parties.</li> <li>The Psychologist I require an advanced degree and licensure as a clinical, applied, or school psychologist, depending upon the assigned program.</li> <li>Licensure must demonstrate the training and educational background sufficient to fulfill this role.</li> <li>The Psychology Associate I may require advanced coursework and requires supervision by a licensed psychologist.</li> <li>May require the ability to develop training programs for professional and paraprofessional staff members.</li> <li>May require some expertise in a specific clinical area such as behavioral psychology, clinical psychology, substance use disorders, traumatic brain injury, or forensic psychology.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Accurate diagnosis with appropriate recommendations for accommodations and interventions.</li> <li>Reports that are timely, readable and consistent with professional standards.</li> <li>Interventions that meet measurable goals, established in treatment plan.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Exercises independent judgment within policy and parameters.</li> <li>Guidance is received on difficult cases, in the development of new clinical competencies, or in situations that present as ethical dilemmas.</li> <li>All services are provided under the direction of a higher-level Psychologist,</li> </ul>		

	typically a licensed clinical psychologist.
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<b>LINE 33</b>	<b>Psychologist II/Psychology Associate II</b>	<b>Code 49212</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Work requires knowledge of a variety of psychological interventions such as psychotherapy, psychoanalysis, group therapy and program development and monitoring.</li> <li>• Work requires knowledge of a variety of psychological assessments Used for diagnosis, treatment planning, and treatment evaluation.</li> <li>• Possess skills in administering and interpreting cognitive, neuropsychological, achievement, adaptive behavior, vocational and personality tests to a wide variety of individuals with physical, mental and emotional disabilities.</li> <li>• The Psychologist II (licensed clinical psychologist) may require court testimony as expert witnesses.</li> <li>• The Psychologist II requires an advanced degree and licensure as a clinical, applied, or school psychologist sufficient to support the legal requirements of the assigned program.</li> <li>• The Psychology Associate II may require advanced coursework and requires supervision by a licensed psychologist.</li> <li>• May oversee the development, implementation and evaluation of developmental disabilities and mental health services.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Services meet the needs and expectations of referral sources inside and outside of the agency.</li> <li>• Accurate assessment and/or diagnosis with appropriate recommendations for services.</li> <li>• Services help to improve the treatment team's ability to meet Clients/consumers' goals.</li> <li>• Clinical reports that are timely, readable and consistent with professional standards.</li> <li>• Interventions that meet measurable goals, established in treatment plan.</li> <li>• Accurate assessment, diagnosis and treatment allowing clients to enhance their well being.</li> <li>• Decisions may affect systems beyond the immediate clinical area such as the legal system or the overall provision of psychological/neuropsychological services.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Licensed Psychologists exercise independent judgment regarding individual client care and may assume a leadership role in the mentoring and development of interns, postdoctoral fellows, or other educational or research affiliates.</li> <li>• Licensed Psychologists may serve as lead service provider, project team leader, supervisor of less experienced psychologists and/or associates.</li> <li>• Guidance is received on difficult cases, in the development of new clinical competencies, or in situations that present as ethical dilemmas.</li> <li>•</li> </ul>		



<b>LINE 34</b>	<b>Psychologist III/ Psychology Associate III</b>	<b>Code 49213</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies expertise, knowledge and experience in directing, evaluating, integrating, and coordinating behavior analysis/psychological/neuropsychological services.</li> <li>• The Psychologist III requires an advanced degree and licensure as a clinical, applied, or school psychologist, sufficient to support the legal requirements of the assigned program, and in addition, may require advanced training or certification in a recognized specialty. The Psychology Associate III may require advanced coursework and requires supervision by a licensed psychologist.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Effective decisions facilitate successful delivery and timing of services and treatment.</li> <li>• Decisions affect on-going program planning and general management.</li> <li>• Assessments, training/treatment plans, and follow-up appropriate for clients with complex needs.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Licensed Psychologist provides leadership in maintenance of quality assurance and direction and supervision to subordinate personnel.</li> <li>• Licensed Psychologist exercises independent judgment regarding client care and program services and assumes responsibility for subordinate staff.</li> <li>• The Psychologist III typically supervises unlicensed staff.</li> </ul>		

<b>LINE 35</b>	<b>Psychology Manager</b>	<b>Code 49214</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies clinical, programmatic and administrative knowledge.</li> <li>• Applies knowledge of management practices and principles.</li> <li>• Applies knowledge of facility and community MR, MH, or SA Services.</li> <li>• Work requires an advanced degree and licensure as a clinical, applied, or school psychologist, sufficient to satisfy the legal requirements of the assigned program, and in addition, may require advanced training or certification in a recognized specialty.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Effective program management promotes successful Therapeutic outcomes.</li> <li>• Actions impact efficient and effective allocation of resources and contribute to a positive community image.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Responsible for policy development, quality assurance, evidence-based practices and the supervision of psychology staff.</li> <li>• Determines overall direction of Comprehensive psychological services programs.</li> <li>• May serve as an expert consultant to public and private agencies.</li> </ul>		

**H. Line 36 through Lot 42 comprise Rehabilitation Therapies # 49230**

**Occupational Family: Health and Human Services - Pay Band Range: 3 - 6**

**Roles Comprising This Group**

These roles describe the collective characteristics of the work performed by workers in the **Rehabilitation Therapies** Group. The roles define the paths for four types of licensed therapists (**audiologist, speech/language pathologist, physical therapist, and occupational therapist**); and, two types of unlicensed therapists (**recreation therapist and music therapist**) and two types of assistants (**certified occupational therapist assistant and licensed physical therapist assistant**).

PAY BAND	PRACTITIONER ROLES	ROLE CODE	MANAGEMENT ROLES	ROLE CODE
3	Therapist Assistant/Therapist I	49231		
4	Therapist II	49232		
5	Therapist III	49233	Therapy Manager I	49234
6			Therapy Manager II	49235

LINE 36	Therapist Assistant (license or certification required)	Code 49231	Pay Band 3
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge acquired through formal education in an accredited program.</li> <li>• Applies knowledge of principles and practices related to therapeutic interventions.</li> <li>• Client assessments are based on information from standardized assessments (within practice guidelines), observations, medical records, caregivers, and clients.</li> <li>• Response to treatment is assessed to enable appropriate progression within the parameters of the treatment plan.</li> <li>• Work is performed within the parameters of established treatment plans and strategies.</li> <li>• Treatment interventions may include instructing in daily living skills, sensory-motor integration skills, mobility skills, therapeutic exercises, and various physical treatment procedures.</li> <li>• May be responsible for planning or leading group activities or classes.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Client receives educational information, guidance, and encouragement in performance of therapeutic activities.</li> <li>• Plans for therapy are implemented.</li> <li>• Client quality of life is improved.</li> <li>• Promotes client independence.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Ensures that clients perform activities and progress toward goals in accordance with treatment plan.</li> <li>• Records client progress for use by therapists.</li> <li>• Communicates immediately any change in client condition requiring medical attention or re-evaluation.</li> <li>• May provide direction to interns, students, or staff providing supportive services.</li> <li>• Works under supervision of a licensed therapist.</li> </ul>		

LINE 37	Therapist I (license not required)	Code 49231	Pay Band 3
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Clients are assessed in leisure, recreation, and socialization skills based on information from standardized assessments, observations, medical staff, medical records, family, and clients.</li> </ul>		

	<ul style="list-style-type: none"> <li>Plans, organizes, conducts, and modifies individual and group therapeutic interventions.</li> <li>Applies knowledge of principles and practices related to therapeutic program.</li> <li>Works as a member of an interdisciplinary treatment team and in collaboration with physicians, nurses, psychologists, social workers, other therapists, and other health care and vocation professionals.</li> <li>May be responsible for planning or leading group activities or classes.</li> <li>May be responsible for teaching clinical interns, students or staff.</li> <li>Client assessments are based on information from standardized assessments (within practice guidelines), observations, medical records, caregivers, and clients.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>Client's physical, mental, and social well being is encouraged.</li> <li>Client's depression, stress, and anxiety are reduced.</li> <li>Client's needs, interests, and choices are supported.</li> <li>Clients learn new leisure skills.</li> <li>Clients experience exercise, mental stimulation, and creativity through recreation and leisure activities.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Provides clients with opportunities for physical activity, mental stimulation, creativity, and fun by the use of leisure activities, arts and crafts, animals, sports, games, dance and movement, drama, music, horticulture, and community outings.</li> <li>Evaluates and reports client progress.</li> <li>May provide guidance to interns, students, and staff providing supportive services.</li> </ul>

<b>LINE 38</b>	<b>Therapist II (RT Leadership)</b>	<b>Code 49232</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Conducts assessments, develops and implements treatment plans and intervention techniques, and evaluates results.</li> <li>Requires in-depth knowledge in area of specialization.</li> <li>Works as a member of an interdisciplinary treatment team.</li> <li>May require the application of knowledge of supervisory practices and principles.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>Therapeutic interventions are carried out in accordance with program plans.</li> <li>Program and services meet the needs of clients and are in accordance with agency and accrediting body standards.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>May supervise professional staff or programs.</li> <li>Decisions affect the efficiency and quality of service delivery.</li> <li>Program data shows progress.</li> <li>Client record indicates participation in appropriate recreation/leisure activities.</li> </ul>		

<b>LINE 39</b>	<b>Therapist II (SLP/AUD)</b>	<b>Code 49232</b>	<b>Pay Band 4</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Applies knowledge acquired through formal education in an accredited program.</li> <li>Conducts client evaluations and re-evaluations using numerous standardized and informal assessment tools.</li> </ul>		



	<ul style="list-style-type: none"> <li>• Interprets assessment data to make diagnoses and develop scientifically based treatment plans that meet individual client needs.</li> <li>• Works in collaboration with physicians, psychologists, social workers, other therapists, and other health care and vocation professionals.</li> <li>• Works as a member of an interdisciplinary treatment team.</li> <li>• Selects and implements appropriate therapeutic interventions based on client needs.</li> <li>• May design and fabricate adaptive equipment and instruct clients in its use.</li> <li>• Provides education to professionals, paraprofessionals, families, and caregivers regarding specific communication and cognitive disabilities and management techniques.</li> </ul>
<b>Results</b>	<ul style="list-style-type: none"> <li>• Clients develop or recover reliable communication, auditory, and cognitive skills that enable them to meet educational, vocational, social, and independent living goals.</li> <li>• Program and services meet the needs of clients and are in accordance with agency and accrediting body standards.</li> </ul>
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Documents client initial evaluation, progress, and problems.</li> <li>• Documentation affects reimbursement to the organization.</li> <li>• Decisions affect the efficiency and quality of service delivery.</li> </ul>

<b>LINE 40</b>	<b>Therapist III</b>	<b>Code 49233</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>• Applies knowledge acquired through formal education in an accredited program.</li> <li>• Numerous evaluative tools are used to assess needs and evaluate progress toward goals.</li> <li>• May design and fabricate adaptive equipment and instruct clients in its use.</li> <li>• Selects and implements appropriate therapeutic interventions based on individual client needs.</li> <li>• Works in collaboration with physicians, psychologists, social workers, other therapists, and other health care and vocation professionals.</li> <li>• Works as a member of an interdisciplinary treatment team.</li> <li>• Some positions require knowledge of supervisory practices and principles.</li> <li>• May instruct other clinical professionals in areas of expertise in assessment and treatment techniques.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>• Daily living and work skills as well as overall fitness and health are developed, recovered, or promoted.</li> <li>• Clients progress toward identified goals for independent, productive, and satisfying lives.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>• Plans and implements programs.</li> <li>• Documents activities and progress, modifying therapeutic interventions when necessary.</li> <li>• Documentation affects reimbursement to the organization.</li> <li>• Some positions lead or supervise professionals and paraprofessionals or may take a team leadership/mentoring position in specific areas of expertise.</li> <li>• Independently identifies problems and provides services to clients.</li> </ul>		

<b>LINE 41</b>	<b>Therapist Manager I</b>	<b>Code 49234</b>	<b>Pay Band 5</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Plans and implements speech, language and hearing services.</li> <li>Coordinates services with other programs.</li> <li>May instruct other clinical professionals on disorders of speech and hearing.</li> <li>Applies knowledge acquired through formal education in an accredited program.</li> <li>Applies knowledge of management principles and practices.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>A high-quality comprehensive speech and hearing diagnostic and therapy program.</li> <li>Tests and treatments for impaired hearing and communication are available to relevant client groups.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Develops, manages plans, organizes, directs, controls, and coordinates programs.</li> <li>Manages fiscal aspects of program in accordance with all legal and regulatory guidelines.</li> <li>Evaluates program standards and assesses client progress based on program and individual objectives.</li> <li>Oversees staff and administrative and clinical functions.</li> <li>Accountable for program performance.</li> <li>Keeps abreast of the most recent developments in testing and treatment in order to evaluate and recommend modern clinical procedures and testing and treatment equipment.</li> <li>Develops, plans, and administers the training program for student interns, therapy aides, and others</li> </ul>		

<b>LINE 42</b>	<b>Therapist Manager II</b>	<b>Code 49235</b>	<b>Pay Band 6</b>
<b>Complexity</b>	<ul style="list-style-type: none"> <li>Responsibility exists for planning and directing a wide range of therapeutic services in a number of operational work units. May also provide direct therapy services.</li> <li>Coordinates program development and modifications with other services to ensure that clients receive fully integrated services.</li> <li>Prepares and delivers lectures in area of expertise to other clinical professionals and students.</li> <li>Applies knowledge acquired through formal education in an accredited program.</li> <li>Applies knowledge of comprehensive therapeutic rehabilitative services.</li> <li>Applies knowledge of management principles and practices.</li> </ul>		
<b>Results</b>	<ul style="list-style-type: none"> <li>A high-quality comprehensive rehabilitative therapy program.</li> <li>Program complies with accreditation and certification standards governing service delivery.</li> </ul>		
<b>Accountability</b>	<ul style="list-style-type: none"> <li>Develops, manages plans, organizes, directs, controls, and coordinates programs.</li> <li>Evaluates program standards and assesses client progress based on program and individual objectives.</li> <li>Oversee staff and administrative and clinical functions.</li> <li>Develops, plans, and administers the training program for student interns,</li> </ul>		

	<p>therapy aides, and others.</p> <ul style="list-style-type: none"><li>• Keeps abreast of the most recent developments in testing and treatment in order to evaluate and recommend modern clinical procedures and testing and treatment equipment.</li><li>• Accountable for program performance.</li></ul>
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## SERVICE AREAS

Zone ID	Service Area: Cities	Service Area: Counties
All	Statewide	
97	Chesapeake, Franklin, Hampton, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia Beach, Williamsburg	Isle of Wight, James City, Southampton, Surry, Sussex, York
98	Colonial Heights, Hopewell, Petersburg, City of Richmond	Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, King William, New Kent, Powhatan, Prince George
99	Fredericksburg	Caroline, Culpeper, Gloucester, Essex, King and Queen, King George, Lancaster, Madison, Mathews, Middlesex, Northumberland, Orange, Richmond County, Spotsylvania, Stafford, Westmoreland
100	Alexandria, Fairfax, Falls Church, Manassas, Manassas Park, Winchester	Arlington, Clarke, Fairfax, Fauquier, Frederick, Loudoun, Page, Prince William, Rappahannock, Shenandoah, Warren
101	Charlottesville, Harrisonburg, Staunton, Waynesboro	Albemarle, Augusta, Fluvanna, Green, Highland, Louisa, Nelson, Rockingham
102	Emporia	Amelia, Brunswick, Buckingham, Charlotte, Cumberland, Greensville, Halifax, Lunenburg, Mecklenburg, Nottoway, Prince Edward
103	City of Bedford, Buena Vista, Clifton Forge, Covington, Danville, Lexington, Lynchburg	Alleghany, Amherst, Appomattox, Bath, Bedford County, Botetourt, Campbell, Pittsylvania, Rockbridge
104	Galax, Martinsville, Radford, City of Roanoke, Salem	Carroll, Craig, Floyd, Franklin, Giles, Henry, Montgomery, Patrick, Pulaski, Roanoke
105	Bristol, Norton	Bland, Buchanan, Dickenson, Grayson, Lee, Russell, Scott, Smyth, Tazewell, Washington, Wise, Wythe
106		Accomack, Northampton



**VENDOR DATA SHEET**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
 Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
 \_\_\_\_\_ Years \_\_\_\_\_ Months
4. eVA Vendor ID or DUNS Number: \_\_\_\_\_
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - B. Company \_\_\_\_\_ Contact: \_\_\_\_\_  
 Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
 Phone:(\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
 Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## IFB SUBMISSION INSTRUCTIONS

### A. BID SUBMISSION REQUIREMENTS:

IFB #5918 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked “late” and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the Solicitation in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder’s electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation’s forms or formats are prohibited except where clearly instructed and permitted.

#### **Bid Submission:**

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to [www.eva.virginia.gov](http://www.eva.virginia.gov);
- b. Click on “I Sell To Virginia”;
- c. Click on “eVA Supplier Training”; and
- d. Click on “Viewing and Responding to Solicitations Video”.

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).

#### **Bid Opening:**

A public bid opening will be held at 9:00 am EST on January 25, 2023 via Microsoft Teams:

#### **Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 249 147 864 969

Passcode: 22Fd6d

[Download Teams](#) | [Join on the web](#)

#### **Or call in (audio only)**

[+1 434-230-0065](tel:+14342300065), [398978524#](tel:+1398978524) United States, Lynchburg

Phone Conference ID: 398 978 524#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder’s response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive.

**Virginia State Corporation Commission (“SCC”) registration information: The Bidder:**

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

\_\_\_\_\_

-OR-

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

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

-OR-

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

# Commonwealth of Virginia 2023 Pay and Holiday Calendar

## State Holidays

- January 2**  
New Year's Day (Observed)
- January 16**  
Martin Luther King, Jr. Day
- February 20**  
George Washington Day
- May 29**  
Memorial Day
- June 19**  
Juneteenth
- July 4**  
Independence Day
- September 4**  
Labor Day
- October 9**  
Columbus Day & Yorktown Victory Day
- November 7**  
Election Day
- November 10**  
Veterans Day (Observed)  
4 hours additional holiday time
- November 23**  
Thanksgiving
- November 24**  
Day After Thanksgiving
- December 22**  
4 hours additional holiday time
- December 25**  
Christmas

Please note: In some agencies, the holiday and payday schedule may vary from what is shown here. If you have questions, see your agency human resources officer.

- Denotes Payday
- Denotes Holiday
- Denotes Additional Time Off 8 hrs 4 hrs
- Denotes Payday on Holiday or Time Off

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Published by  
Commonwealth of Virginia  
September 2022



## January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## February

S	M	T	W	T	F	S
					1	2
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

## March

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24	25	26	27	28	29	30
31						

## April

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30						

## May

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23	24	25	26	27	28	29
30	31					

## June

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23	24	25	26	27	28	29
30						

## July

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30	31					

## August

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23	24	25	26	27	28	29
30	31					

## September

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30						

## October

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## November

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## December

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



**SMALL BUSINESS SUBCONTRACTING PLAN**

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

**Small Business:** "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at [www.SBSD.virginia.gov](http://www.SBSD.virginia.gov) (Customer Service).

**Offeror Name:** \_\_\_\_\_

**Preparer Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Instructions**

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the Offeror to receive credit for the small business subcontracting plan evaluation criteria, the Offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

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

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the Offeror's total price for the initial contract period.

Points will be assigned based on each Offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the Offeror's total price.

**Section A**

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

Certification number: \_\_\_\_\_ Certification Date: \_\_\_\_\_

**Section B**

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status

that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

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

**Subcontract #1**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #2**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #3**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #4**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_

**Subcontract #5**

Company Name: \_\_\_\_\_ SBSD Cert #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ SBSD Certification: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Value % or \$ (Initial Term): \_\_\_\_\_ Contact Address: \_\_\_\_\_

Description of Work: \_\_\_\_\_







## Attachment J: IFB# 5918 SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The awards will be made to the lowest responsive and responsible bidders based upon the bidder's regular mark-up rate, by zone, per lot, meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in completely or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **CONTINUITY OF SERVICES:**
  - a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
    - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
    - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
    - (ii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
  - b.) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
  - c) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.
4. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple 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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dqs.virginia.gov](mailto:eVA-catalog-manager@dqs.virginia.gov).
6. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for 2 (two) successive two year periods under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration
7. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for ( 90 ) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
8. **BID PRICES:** Bid shall be in the form of a firm unit price for each item during the contract period.
9. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not

honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.

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

- A. **Submission of Small Business Subcontracting Plan:** It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the offeror shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of proposals.
- B. **Evidence of Compliance with Small Business Subcontracting Plan:** Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
- C. **Prime Contractor Subcontractor Reporting:**  
Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
11. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems desirable.
12. **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.
13. **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.
14. **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.

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

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

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

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

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

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

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth



and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

<p><b>IFB #5918 For Temporary Medical Worker Services</b></p>	
<p><b>There are a total of 10 Zones in Virginia: Zone 97 through Zone 106. See Attachment C for Counties and Cities included in each Zone alphabetically and Map of Virginia by Zone.</b></p>	
<p>See page 1 of Attachment B for Pay Bands which show the Minimum Hourly pay Rate and the Maximum Hourly pay Rate. Each position is titled and shows a corresponding pay band. The general position descriptions and position expectations are also stated in Attachment B.</p>	
<p>Offeror should enter their mark-up percentage for each pay band listed below for the quote to be considered. See IFB - IV, SCOPE OF WORK - D, Pay Rate Determination, for hourly pay rate determination and bill rate calculation. The amount that may be billed to the using agency by the contractor shall be the predetermined pay rate per hour (which must be paid to the temporary medical service worker) plus the mark-up percentage of the contractor. Holiday Bill Rates and Overtime Bill Rates will be the hourly pay rate x's 1.5; then the contractor will add the mark-up percentage, to arrive at the billable hourly rate.</p>	
<p>List the geographical Zone(s) number (excluding Northern Virginia) to which this quotation applies in the <b>gray cell</b> marked "Enter Zone(s) :". The offeror will be considered only for the Zones included in this cell excluding Northern Virginia (<b>second spreadsheet below</b>). Offerors will be considered for the Northern Virginia area only if the Northern Virginia table below is completed with fully loaded mark-up percentages.</p>	
<p><b>ZONE(S) THAT APPLY TO THIS QUOTATION:</b></p>	<p>Enter Zone(s):</p>

ATTACHMENT K  
PRICING SCHEDULE

Offeror must enter their proposed mark-up percentage in column E (shown in green).

There must be a percentage provided for all line items for both Non- Northern Virginia and Northern Virginia pay bands.

Hourly Pay Rates per Band are in line with the State Pay Rate per Band

Percentages of Markup will be the same for all Zones within a Position Pay Band.

Non- Northern Virginia Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)	Scenario number of one week's worth of hours	Maximum Extended Total Regular Markup Bill/ Rate
<b>SAMPLE</b>	<b>\$10.00</b>	<b>\$20.00</b>	<b>15%</b>	<b>20</b>	<b>\$460.00</b>
1	\$12.00	\$26.45		20	\$529.00
2	\$12.00	\$32.59		20	\$651.80
3	\$13.63	\$37.70		20	\$754.00
4	\$17.81	\$47.29		20	\$945.80
5	\$23.27	\$59.82		20	\$1,196.40
6	\$30.39	\$76.19		20	\$1,523.80
7	\$39.71	\$97.58		20	\$1,951.60
8	\$51.87	\$125.52		20	\$2,510.40
<b>Grand Total:</b>					<b>\$10,062.80</b>

ATTACHMENT K  
PRICING SCHEDULE

**NOTE: Northern Virginia**  
Hourly Pay Rates are  
applicable to most  
agencies/facilities located  
in Zone 100 & some of the  
locations in 99.

Position Pay Bands	Minimum Hourly Pay Rate	Maximum Hourly Pay Rate Not to Exceed	Regular Markup % (Offeror complete this % for each Position Pay Band)	Scenario number of one week's worth of hours	Maximum Extended Total Regular Markup Bill Rate (for up to and including 1500 hours)
<b>SAMPLE</b>	<b>\$10.00</b>	<b>\$40.00</b>	<b>15%</b>	<b>20</b>	<b>\$920.00</b>
1	\$12.00	\$33.23		20	\$664.60
2	\$12.00	\$41.22		20	\$824.40
3	\$13.63	\$47.86		20	\$957.20
4	\$17.81	\$60.33		20	\$1,206.60
5	\$23.27	\$76.62		20	\$1,532.40
6	\$30.39	\$97.90		20	\$1,958.00
7	\$39.71	\$116.33		20	\$2,326.60
8	\$51.87	\$149.86		20	\$2,997.20
<b>Grand Total:</b>					<b>\$12,467.00</b>

The sum ("Grand Total") of the "Maximum Extended Total Regular Markup Bill Rate" for both sets of position pay bands will be used in the pricing evaluation section of the IFB.