

SOUTHSIDE REGIONAL JAIL AUTHORITY

REQUEST FOR PROPOSALS #02-2019

FOR

MEDICAL AND MENTAL HEALTH SERVICES

ISSUED

MAY 21, 2019

A. INSTRUCTIONS

1. RETURN SUBMITTALS BY U.S. MAIL, HAND DELIVER OR EXPRESS MAIL TO:
Lt. Colonel Aretha Pegram
C/O Southside Regional Jail Authority
244 Uriah Branch Way
Emporia, VA 23847

SEALED PROPOSALS SHALL BE RECEIVED NO LATER THAN: 10:00 am on June 21, 2019.

MARK ENVELOPE: Medical and Mental Health Services RFP #02-2019

**THERE WILL BE AN OPTIONAL PRE -PROPOSAL MEETING AND TOUR
HELD ON June 06, 2019 at 10:00 am.**

2. **Background:** The Southside Regional Jail Authority is seeking the services of a Vendor to supply a **Physician, a Psychiatrist, and Qualified Mental Health Professional (QMHP)** to aid the existing medical department.
3. **Description of Facility:** Southside Regional Jail is a 256 bed adult detention facility located in Greensville County, Virginia. It began operations at its current location in December of 1998. The average daily population is 151. The Jail houses both male and female offenders. The Jail houses pre-trial and sentenced offenders for the county of Greensville and the city of Emporia. As well as offenders from other jurisdictions held under contract and from the Virginia Department of Corrections on the Work Release Program. All custody levels are held, maximum, medium and minimum.
4. **Accept/Reject Proposals:** The Southside Regional Jail Authority reserves the right to accept or reject any and/or all proposals as it shall deem to be in the best interest of the Southside Regional Jail Authority. Receipt of any proposal shall under no circumstances obligate Southside Regional Jail Authority to accept the lowest proposal.
5. **Proposal/Copies:** Each proposal, **one (1) original and five (5) copies** of each proposal, each prominently marked, shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals shall not be accepted.
6. **Late Proposals:** Proposals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. Southside Regional Jail Authority is not responsible for lateness of mail, carrier, etc.
7. **Altering Proposals:** Any interlineations, alterations, or erasures made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

8. **Withdrawal of Proposals:** A proposal may not be withdrawn or cancelled by the offeror for a period of ninety (90) days following the date designated for the receipt of proposal, and offeror so agrees upon submittal of their proposal.
9. **Public Acknowledgement of Proposals:** Proposals will be received and publicly acknowledged at the location, date, and time stated above. Offeror's, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offeror and kept secret during the negotiation/evaluation process.

However, all proposals shall be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by offeror as such.

B. SCOPE OF WORK

1. Purpose:

Southside Regional Jail Authority's intent of this Request for Proposals and resulting contract is to obtain proposals from and the services of a qualified vendor with experience in Medical and Mental Health Services in a Jail environment. **The Jail is seeking the services of a Physician, a Psychiatrist, and Qualified Mental Health Professional (QMHP) to aid the existing medical department which consists of 1 – LPN and 2 – EMT's.**

- a. **Medical Services:** The Vendor shall have a licensed, practicing Physician to consult on/assist with the medical care of the offenders housed at the Southside Regional Jail

A Physician must be available for consultation 24 hours per day, 7 days a week to address any issues dealing with offender health and the prescribing of medications/care instructions. A Physician must come to SRJ for an agreed upon amount of time each month to address offender health issues in person.

- b. **Mental Health Services:** The Vendor shall have a licensed, practicing Psychiatrist to consult on/assist with the mental health care of the offenders housed at the Southside Regional Jail.

A Psychiatrist must be available for consultation on an agreed upon schedule to address any issues dealing with offender mental health and the prescribing of medications/care instructions. The TeleMed or Video system may be used for these sessions/interviews.

The Vendor will provide a Qualified Mental Health Professional (QMHP) to aid the Jail in the identification and screening for mental health issues of the offenders incarcerated at SRJ. The QMHP will be on-premises at SRJ for an agreed upon

amount of time weekly and on an on-call status when off-duty to address mental health issues that may require offender hospitalization.

- The QMHP will review the mental health assessment of each offender remanded to the Jail and conduct an in-person interview with each offender as soon as possible after their incarceration.
- The QMHP will make referrals as necessary to the Psychiatrist or other mental health agency.
- The QMHP will complete the Temporary Detention Order paperwork and contact the appropriate mental health hospital for offender housing when required.
- The QMHP will complete other forms and paperwork as may be required to document and identify offenders or numbers of offenders requiring mental health treatment.

2. Information/Questions:

Requests for information regarding contractual matters related to this RFP should be directed in writing to:

Lt. Col. Aretha Pegram, Assistant Superintendent
Southside Regional Jail Authority
244 Uriah Branch Way
Emporia, VA 23847

Fax: 434-634-3730
Email: arobinson@telpage.net

3. Evaluation Criteria and Factors:

The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best value (quality, price and various elements of the required services) taking into consideration the relative importance of price and other factors set forth in the Request for Proposals.

The evaluation criteria, in no particular order or ranking, will be grouped as follows:

1. Proposal's compliance with minimum specifications
2. Proposal's compatibility with SRJA's stated purpose

Offeror's Support/Service/Qualifications

1. Demonstrated prior experience in providing similar services.
2. Capability to provide responsive service
3. Ability to perform and provide requested services.

The proposed services meeting Southside Regional Jail Authority's needs and requirements

1. Adherence to requirement of RFP
2. Offeror 's responsibility clearly defined
3. Southside Regional Jail Authority's participation and responsibility clearly defined
4. Demonstrated ability to fully meet the needs of Southside Regional Jail Authority

This is a Request for Proposals for professional medical and mental health services, the prices for the services of the Physician, Psychiatrist, and Qualified Mental Health Professional and cost information should not be provided in the proposals submitted. Following receipt of proposals, the Authority shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services and the other factors set out in this RFP. Repetitive formal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise. At the discussion stage, the Authority may discuss non-binding estimates of cost. At the conclusion of discussion, on the basis of the evaluation factors listed above and all information obtained to that point, the Authority shall select in order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the Authority can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror shall be formally terminated and negotiations conducted with the offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

4. Submittal:

For proper comparison and evaluation, Southside Regional Jail Authority requests that the proposals address, at a minimum, the following components.

- (a) Cover Letter - A brief introductory letter of representation.
- (b) Executive Summary - A brief summary relating to identification and qualifications, statement of any proposals and broad objectives, and review of resources to be utilized. Include the number of years you have been providing service in the fields of correctional medical and mental health. Also highlight the most important points of the proposal.

- (c) Degree of Compliance - A statement that all products and services quoted in the proposal is in full accord with the specifications or a brief listing of all those specifications to which the offeror takes exception.
- (d) Proposal Pricing - Prices shall not be included in the proposals.
- (e) Explanations and Exceptions - Explanations, exceptions, comments, etc., pertaining to the specific sections of the specifications. All comments shall be listed and numbered in order of the respective article of the specification.
- (f) Contractor Background Information - This section should include a description of the offeror's experience with other services similar to the one described herein. This information should include scope of several similar jobs including magnitude and cost, customer contacts and other information that Southside Regional Jail Authority can use as a basis for performance evaluation. The services proposed must comply with all Federal, State and Local law (s) or regulation (s). This section should also include information on your organization and staff assigned to the project.
- (g) References - as required below under number 8, letter g.
- (h) Affidavit - as required herein.

5. Additional Information to be Provided:

- (a) Present in writing and explain in detail how services are to be provided, and the objectives and methods of accomplishing the tasks. Demonstrate the company's experience with these types of programs.
- (b) Explain the Vendor's support services and availabilities.

6. Term:

The initial term of the contract shall be for a two (2) year period with an option to renew for three (3) additional one-year terms at the discretion of Southside Regional Jail Authority.

7. Price Determination:

Quoted prices shall be maintained throughout the initial contract term but may be adjusted in any renewal of the contract with prior notice to the Southside Regional Jail Authority.

8. Offeror Responsibility:

It is the responsibility of each offeror before submitting a proposal:

- (a) To examine thoroughly the contract documents and other related data identified in the proposal documents.
- (b) To visit the site to become familiar with and satisfy offeror as to the general, local, and site conditions that may affect cost, progress, performance, etc.

- (c) To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- (d) To study and carefully correlate offeror's knowledge and observations with the contract documents and such other related data.
- (e) To promptly notify the Assistant Superintendent of all conflicts, errors, ambiguities, or discrepancies which offeror has discovered in or between the contract documents and such other related documents.
- (f) All offerors shall include a list of a minimum of three (3) references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.

C. GENERAL CONTRACT TERMS AND CONDITIONS

The following General Conditions apply to this RFP and the resulting contract.

1. Nondiscrimination:

- (a) During the performance of this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment except where there bona fide occupational qualification reasonably necessary to the normal operation of the contractor. Notices setting forth the above language shall be posted in conspicuous places, available to employees and applicants for employment.
- (b) The contractor, in all solicitations or advertisements for employees placed by or on the contractor's behalf, 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 above requirements.

2. Federal Identification Number:

The contractor's federal identification number (or social security number if an individual) is _____.

3. Contractual Disputes:

Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Authority shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 11-70 of the Code of Virginia.

4. Drug-Free Workplace:

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

5. Illegal Immigrants. Contractor does not and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.
6. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA. **SCC Identification Number (Note: This provision is applicable to all Offerors prior to the award of contract.)** Offeror, whether organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a 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. Contractor 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 contract.

Any Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in the proposal its identification number issued by the Virginia State Corporation Commission. Any Offeror 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 shall include a statement in the proposal describing why the Offeror is not required to be so authorized.

The Owner may void any contract with any Offeror that fails to remain in compliance with this section pursuant to Section 2.2-4311.2 of the Code of Virginia.

7. Indemnification. Under this contract, the successful Offeror agrees to indemnify, defend and hold harmless SRJA, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the SRJA's sole negligence. The Contractor shall notify the SRJA of any suit, claim, demand, loss or action made or filed against the Contractor immediately upon the Contractor's receipt or learning of it.

SRJA will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a bid or proposal, the Offeror agrees not to request such clauses in the resulting contract.

8. Contract:
This proposal, submitted documents, and any negotiations, when properly accepted by Southside Regional Jail Authority, shall constitute a contract equally binding between the successful offeror and Southside Regional Jail Authority. No different or additional terms will become a part of this contract with the exception of a Change Order.
9. Ethics in Public Contracting:
By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements

from any other contractor, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

10. Confidentiality:
All information disclosed by Southside Regional Jail Authority to the successful offeror for the purpose of the work to be done or information that comes to the attention of the successful offeror during the course of performing such work is to be kept strictly confidential.
11. Addenda:
Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Southside Regional Jail Authority. Addenda will be mailed to all who are known to have received a copy of this Request for Proposal. Offerors shall acknowledge receipt of all addenda.
12. Change Orders:
No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Southside Regional Jail Authority Superintendent or designee.
13. Assignment:
The successful offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Southside Regional Jail Authority.
14. Venue:
This agreement will be governed and construed according to the laws of the State of Virginia. Any disputes must be resolved in the Circuit Court, of Greensville County, Virginia.
15. Submittal of Confidential Material:
Any material that is to be considered as confidential in nature must be clearly marked as such by the offeror and will be treated as confidential by Southside Regional Jail Authority.
16. Minimum Standards for Responsible Prospective Offerors:
A prospective offeror must meet the following requirements:
 - (a) have adequate financial resources, or the ability to obtain such resources as required;
 - (b) be able to comply with the required or proposed schedule;
 - (c) have a satisfactory record of performance;

- (d) have a satisfactory record of integrity and ethics;
- (e) be otherwise qualified and eligible to receive an award.

Southside Regional Jail Authority may request representation and other information sufficient to determine offeror's ability to meet these minimum standards listed above.

17. Successful Offeror Requirements:

Successful offeror shall defend, indemnify and save harmless Southside Regional Jail Authority and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offeror shall pay any judgment with cost which may be obtained against Southside Regional Jail Authority growing out of such injury or damages.

18. Sales Tax:

Southside Regional Jail Authority is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the proposal price shall not include taxes.

19. Proposals/Vendors Must Comply With:

All federal, state, county and local laws governing or covering this type of service.

20. Termination of Contract:

This contract shall remain in effect until contract expires, completion and acceptance of services, or default. Southside Regional Jail Authority reserves the right to terminate the contract for convenience with 30 days' notice, or immediately in the event the successful offeror fails to: Perform in accordance with the accepted proposal.

Either party may terminate the contract with a thirty (30) day written notice prior to the either party stating cancellation. The successful offeror must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor.

21. Performance of Contract:

Southside Regional Jail Authority reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Authority in the event of breach or default or resulting contract award.

22. Invoices:

Invoices shall be mailed directly to:

Southside Regional Jail Authority
ATTN: Linda Clements
244 Uriah Branch Way
Emporia, VA 23847

The Invoices shall show:

1. Name and address of Vendor providing the service;
 2. Invoice Number;
 3. Invoice Date;
 4. Due Date;
 5. Description of Service Provided;
 - a. All services provided may be listed on one Invoice.
 - b. Each service provided must be identified by name, Physician Services, Psychiatric Services, and Qualified Mental Health Professional.
 - c. Each service provided must have the service period and charges for that period listed.
 - d. Invoices must display the Total charges for all listed services provided during the billing period.
23. Payment:
Payment will be made upon receipt and acceptance by the Southside Regional Jail Authority of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the Virginia Government Code.
24. Insurance:
Before commencing work, the successful offeror shall be required, at his own expense, to furnish the Southside Regional Jail Authority Assistant Superintendent within ten (10) days of notification of award with evidence showing the following insurance coverage to be in force throughout the term of the contract:
1. Worker's Compensation in accordance with State Territorial Worker's Compensation Laws; and Employer's Liability Insurance.
 2. Public Liability and property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions (as specified in this RFP) fully insuring contractor's and/or subcontractor's liability for injury to, or death of, Southside Regional Jail Authority employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00.
 3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.
 4. Contractor shall be responsible for obtaining at least the statutory minimum level of medical malpractice insurance for all medical professional performing services under the resulting contract.

Each insurance policy to be furnished by successful offeror shall include, by endorsement to the policy, a statement that a policy, a statement that a notice shall be given to Southside Regional Jail Authority by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The Southside Regional Jail Authority prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work: _____

AFFIDAVIT

The undersigned certifies that the proposal has been carefully checked and is submitted as correct and final and if proposal is accepted (within 90 days unless otherwise noted by offeror), agrees to furnish any and/or all services upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF VIRGINIA

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public for the State of Virginia, on this day personally appeared _____ who, after having first been duly sworn, upon oath did depose and say that the forgoing proposal submitted by _____ hereinafter called "offeror " is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Offeror affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other offeror, and that the contents as to terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Name and Address of Offeror:

Telephone number _____

Signature: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____
20 ____ .

Notary Public in and for the State of Virginia