

# SOUTHSIDE REGIONAL JAIL

## REQUEST FOR PROPOSALS TITLE PAGE

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### Southside Regional Jail Authority Request for Proposals No. 19-0001

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Proposal Title: *Medical Services*

The Southside Regional Jail Authority, the ("Jail") is issuing this Request for Proposals No. **19-0001**, issued **May 02, 2019**. Direct requests for information to: Lt. Col. Aretha Pegram; Phone: (434) 634-2254, Fax: 434-634-3730; email: [arobinson@telpage.net](mailto:arobinson@telpage.net). **Sealed proposals will be accepted until 10:00 am, June 03, 2019.** Proposals received after the stated due date and time shall not be considered. **In compliance with VA Code Section 2.2-4343.1, the Jail Authority does not discriminate against faith-based organizations.**

There will be an **optional pre -proposal meeting and tour held May 24, 2019 at 10:00 am.**

**Written questions will be accepted at the pre-proposal meeting and accepted until May 28, 2019.** All questions/requests for information shall be submitted in writing, addressed to: Southside Regional Jail, Lt. Col. Aretha Pegram, ATTN: Medical RFP, 244 Uriah Branch Way, Emporia, VA 23847 and to be assured consideration, must be received by **May 28, 2019**. Questions may be faxed to 434-634-3730 or sent by email to [arobinson@telpage.net](mailto:arobinson@telpage.net). Changes to this Request for Proposals will be made only by written addendum issued by Southside Regional Jail.

Submit Proposals: **BY MAIL TO:**

Southside Regional Jail, Col. Mark Shiflett, Superintendent, 244 Uriah Branch Way, Emporia, VA 23847

**BY HAND DELIVERY OR EXPRESS CARRIER TO:**

Southside Regional Jail, Col. Mark Shiflett, Superintendent, 244 Uriah Branch Way, Emporia, VA 23847

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Jail, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Jail, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Jail.

**INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE**

**THIS PROPOSAL RESPONSE IS SUBMITTED BY:**

Full Legal Name of Offeror: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remittance Address (If Different): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fed ID or Soc. Sec. No. \_\_\_\_\_

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

Phone: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Signature: \_\_\_\_\_  
(Person signing must be authorized to  
Bind the offeror in contractual matters)

Title: \_\_\_\_\_  
(Applicable to Partnership/Corporation)

Typed or Printed Name: \_\_\_\_\_

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A Vendor organized as a stock or non-stock 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 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 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.

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

**Virginia State Corporation Commission Number:** \_\_\_\_\_

OR

**Check here** \_\_\_ if authorization is not required, and explanation is included.

Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

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**INDICATE THE TYPE OF BUSINESS:**

\_\_\_\_\_ Individual Trading in Own Name  
\_\_\_\_\_ Individual Trading Under Trade Name  
(Individual and Trade Name must be listed below  
as "legal name")

\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation

**CORPORATE SEAL:**

# TABLE OF CONTENTS

<b>1. GENERAL INFORMATION</b>	<b>4</b>
<b>2. STATEMENT OF NEEDS</b>	<b>6</b>
<b>3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS</b>	<b>14</b>
<b>4. INSURANCE REQUIRMENTS</b>	<b>18</b>
<b>5. EVALUATION AND AWARD</b>	<b>20</b>
<b>6. GENERAL TERMS AND CONDITIONS</b>	<b>20</b>
<b>7. SPECIAL TERMS AND CONDITIONS</b>	<b>26</b>

## 1. General Information

### 1.1 PURPOSE:

It is the goal of the Jail to provide medical and mental health services management for the Jail from qualified Vendors. It is the further goal that the services meet the standards and care consistent with the National Commission on Correctional Healthcare (NCCHC), as well as the standards required by American Correctional Association (ACA). The Jail is desirous of contracting with a firm with expertise in the field of inmate medical services. Vendors responding must have experience in providing Correctional Facility medical and mental health care. This is a contract for professional services as defined by the Virginia Public Procurement Act. **The Jail reserves the right to reject any and all proposals as a whole or in part.**

### 1.2 BACKGROUND:

A. The table below illustrates the Jails' Current Medical Staff

Medical Supervisor, LPN	1
Emergency Medical Technicians	2

- B. Description of Facility: Southside Regional Jail is a 256 bed adult detention facility located in Greensville County, Virginia. The average daily population is 151. The Jail houses both male and female offenders. The Jail opened December 28, 1998. The Jail houses both 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. The facility must have 24 hour supervision for its medical department.
- C. The Jail's medical unit consists of 1 secure inmate waiting room, 1 medical exam room, 1 secure pharmacy, 1 bathroom, 1 nurses' station, 1 secure medical records storage room, 1 dirty linen storage room/general storage room. It also includes 1 isolation cell, and 1 negative pressure isolation cell. The Jail's booking area contains a detoxification cell located across from the booking desk for constant supervision.
- D. The Jail shall be responsible for the repair and maintenance of existing equipment and for procuring and stocking all medical supplies for the routine and specialty care of all inmates. The Jail will provide:
1. The Jail's Current Medical Staff listed under 1.2 above.
  2. All telephone (including internet), fax lines and photocopying and/or office machines necessary.
  3. Office space, examination rooms, and utilities.
  4. Security staff for on-site supervision during examinations.
  5. Security staff for off-site supervision and transportation of inmates.
  6. Medical supplies and Medications required/approved by Vendor.

### 1.3 RFP Definitions:

A. For the purpose of clarity, terms are defined as follows for this document:

- 1.3.1 SRJ: Southside Regional Jail located at 244 Uriah Branch Way, Emporia, VA 23847
- 1.3.2 Offeror: A vendor responding to this RFP
- 1.3.3 Vendor: The vendor awarded this RFP and who will have full responsibility of the project through completion.
- 1.3.4 Subcontractor: A person, company, or entity working under the direction of the Vendor

- 1.4 The Jail seeks the most cost effective and quality oriented solution to meeting the service requirements; therefore, Offerors are encouraged to be creative and resourceful in proposing their most cost effective and efficient programs.
- 1.5 The Offerors shall be subject to all applicable local, Federal and state licensing and certification requirements. This shall be accomplished at the Vendor's expense, with no expense to the Jail. The Vendor shall comply with all applicable local, Federal and state laws, rules, and regulations.
- 1.6 Terms of Engagement

The initial term of this contract shall be for two (2) years from the date of the contract, with the option to renew for three (3) additional one year periods, upon mutual consent of the parties of the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract. For future contract periods price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, all items for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term to the proposed term. The Vendor shall provide the SRJ Superintendent written notice of its intention to terminate the contract, or not to renew the contract, at least 60 days prior to the proposed termination or renewal date of the Contract. This contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Vendor as provided in the Notification paragraph below. The notice of termination shall state to the extent to which performance shall be terminated. The Vendor shall be paid for all goods delivered and services successfully completed prior to the termination date. If funds are not appropriated for this contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds are appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for the cancellation of termination charges.

1.7 Inquiries

Prospective vendors may make written, fax, or email inquiries concerning this RFP to obtain clarification of requirements. Email is preferred method of communication for this process. No inquiries will be accepted after the date and time specified in Section 1.8.1 of this RFP. Questions shall be submitted to:

Lt. Col. Aretha Pegram, Assistant Superintendent  
 Southside Regional Jail  
 244 Uriah Branch Way  
 Emporia, VA 23847  
 OFFICE: (434) 634-2254  
 FAX: (434) 634-3730  
 EMAIL: arobinson@telpage.net

1.8 Project Schedule

1.8.1 Dates

The following dates have been identified as target dates associated with this solicitation:

- |   |                  |
|---|------------------|
| 1.8.1.1 RFP Issue:                          | May 02, 2019     |
| 1.8.1.2 Optional Pre-proposal Meeting:      | May 24, 2019     |
| 1.8.1.3 RFP Questions Deadline:             | May 28, 2019     |
| 1.8.1.4 1.8.1.4 Proposals Due from Vendors: | June 03, 2019    |
| 1.8.1.5 Discussion with Selected Offerors:  | To Be Determined |
| 1.8.1.6 Award of RFP:                       | June 14, 2019    |
| 1.8.1.7 Contract Start Date:                | July 01, 2019    |

## 1.9 Deadline for Vendor Questions

The deadline for vendor questions relating to this RFP is stated in Section 1.8.1 above. This will allow for adequate time to respond and disseminate questions and responses to the vendors of record.

## 2. STATEMENT OF NEEDS

2.1 The Jail requires a firm with an expertise in the delivery of medical care to inmates. The Vendor is to establish a program for the provision of comprehensive medical and mental health services for Southside Regional Jail. The program is to meet constitutional and medical/mental/health community standards of health care and, at a minimum, meet the Standards of the National Commission on Correctional Health Care, American Correctional Association Standards (ACA), regarding the provision of health services in Correctional facilities. The Vendor shall provide on-premises medical services for days/hours as agreed on, including a Physician, available 24 hours per day, 7 days a week for consultations.

2.2 **REQUIREMENTS:** The following requirements should be met by the Vendor.

A. Medical Services: The Vendor shall have a licensed, practicing Physician to supervise/oversee the medical care of the offenders housed at the Southside Regional Jail.

1. The Vendor must establish/coordinate a program for the provision of comprehensive health care services that meet applicable federal requirements, National Commission on Correctional Health Care standards, American Correctional Association Standards (ACA), and all applicable Virginia State standards, including Department of Corrections Standards regarding Jail Health Services.
2. 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.
3. The Vendor will aid the Jail's medical department in remaining in compliance with state standards and other rules and regulations in reference to the medical treatment and care of the offenders under the Jail's care. This will include, but is not limited to, assuring proper on-going training of the Jail's medical staff, aiding the Jail in hiring new staff, when needed, assuring that records are kept properly and accurately, preparing the Jail medical staff for inspections and audits and suggesting best practices on medication delivery and other related topics.
4. The Physician/Vendor must coordinate with the Jail's contracted pharmacy provider to assure that the medications prescribed to the offenders are cost effective, when possible. The Jail's medical staff may be as a conduit for this coordination.
5. The Vendor will offer suggestions on an inmate health education program, to include formal, and information sessions, pamphlets, videos, etc.
6. The Physician/Vendor will provide the Jail's medical staff with a Medical Protocol Guide to assist the medical staff with minor offender complaints and to help minimize after hours/non-emergency calls to the Physician.
7. The Physician shall monitor and make recommendations for inmates with regard to therapeutic/special diet requests. The Jail's medical staff shall notify the food service supervisor of the special diet requirement after gaining approval of the Physician.
8. The Physician will perform new hire physicals on all new hires using the Jail's approved form.

9. Health services must be integrated with applicable Jail agencies, such as the Greenville Office of Health and Mental Health, which shall be permitted access to review for compliance with mandated Jail and State public health requirements.
  10. The Jail Superintendent approves the hiring of all healthcare employees for SRJ.
  11. The Jail Superintendent and the Jail shall have the right to audit all services, reports, and documents.
- B. Mental Health Services: The Vendor shall have a licensed, practicing Psychiatrist to supervise/oversee the mental health care of the offenders housed at the Southside Regional Jail and a Qualified Mental Health Professional (QMHP) must be provided to interview offenders and aid with mental health related paperwork/issues.
1. The Vendor must establish/coordinate a program for the provision of comprehensive mental health care services that meet applicable federal requirements and state requirements for Jails.
  2. 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 Tele Med or Video system may be used for these sessions/interviews.
  3. The Vendor will aid the Jail's medical department in remaining in compliance with state standards and other rules and regulations in reference to the mental health treatment and care of the offenders under the Jail's care. This will include, but is not limited to, assuring proper on-going training of the Jail's medical staff, assuring that records are kept properly and accurately, preparing the Jail medical staff for inspections and audits and suggesting best practices on medication delivery and other related topics.
  4. The Psychiatrist/Vendor must coordinate with the Jail's contracted pharmacy provider to assure that the medications prescribed to the offenders are cost effective, when possible. The Jail's medical staff may be as a conduit for this coordination.
  5. The Vendor will provide a 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.
    - a. 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.
    - b. The QMHP will make referrals as necessary to the Psychiatrist or other mental health agency.
    - c. The QMHP will complete the Temporary Detention Order paperwork and contact the appropriate mental health hospital for offender housing when required.
    - d. 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.
  6. Mental health services must be integrated with applicable Jail agencies, such as the Greenville Office of Health and Mental Health, which shall be permitted access to review for compliance with mandated Jail and State public health requirements.

7. The Jail Superintendent approves the hiring of all healthcare employees for SRJ.
  8. The Jail Superintendent and the Jail shall have the right to audit all services, reports, and documents.
- C. Administrative Goals: The Vendor shall develop and implement administrative goals which should include, but are not limited to:
1. Establish a program for the provision of comprehensive health care services that meet applicable federal requirements, National Commission on Correctional Health Care standards, American Correctional Association Standards (ACA), and all applicable Virginia State standards, including Department of Corrections Standards regarding Jail Health Services.
  2. Provide medical services in a decentralized manner except where such services are warranted.
  3. Provide public health services as defined by Virginia State Public Health Law.
  4. Become accredited by the NCCHC within twelve months of the commencement of the contract.
  5. Supervise/Oversee the triage of offenders requesting access to sick call which must be completed by an appropriately qualified health care provider and referred for proper care.
  6. Sick call must be offered 5 days per week to maintain defined timeframes. The Jail's medical staff will conduct Sick call on days that the Doctor is not on premises. The Doctor will be contacted if necessary. Sick call may be provided within certain inmate housing areas, when required, at the request of the medical staff. The Jail will have at least one of the personnel assigned to the medical department on call at all times.
  7. Medical and behavioral health staff must be available 24/7, with behavioral health staff sufficiently available to assess new admissions after the intake process.
  8. Health services must be integrated with applicable Jail agencies, such as the Greensville Office of Health and Mental Health, which shall be permitted access to review for compliance with mandated Jail and State public health requirements.
  9. When indicated, corrective action plans must be prepared and implemented within a reasonable time frame to be agreed upon between vendor and Jail.
  10. The health services provider must interface and cooperate with relevant State, Jail, and Federal oversight agencies as required and upon request of the Superintendent.
  11. The Vendor must be able to effectively communicate with the Jail's contract pharmacy provider and other medical and mental health providers to ensure that the most cost effective medicines are utilized and that the offenders obtain the treatment that is required.
  12. Laboratory services, radiology services and other specified ancillary health services will be provided on site whenever possible. The Jail must approve the ancillary service provider[s] and arrange their services. The Vendor will be consulted.
  13. The Jail's medical staff must be responsive to inmate grievances and complaints as required by Jail policy. The medical services provider will be advised when necessary.
  14. The Jail Superintendent must review and approve all subcontracted health and related services.
  15. The Jail Superintendent approves the hiring of all healthcare employees for SRJ.



16. The Jail Superintendent and the Jail shall have the right to audit all services, reports, and documents.
17. An inmate health education program, which includes formal, and information sessions, pamphlets, videos, etc.
18. The Jail's medical staff, under the supervision of the Physician, shall be responsible for the detoxification of offenders withdrawing from substances including, but not limited to; drugs, chemicals, or alcohol. Nurses/Medical Staff shall be expected to record vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching on a flow chart. Physicians shall be notified for detoxification orders. Offenders experiencing severe detoxification (overdose) or withdrawal shall be transferred to a licensed acute care facility for clearance or management.
19. Sick call shall be conducted by the Jail's medical staff daily, Monday through Friday, excluding Holidays and completed as soon as practical after an offender's request. Patients in need of a follow-up will be referred to the healthcare provider and will be scheduled to be seen by a Physician as medically necessary. Emergency sick call will be available twenty-four (24) hours per day.
20. A Medical History and Physical Assessment shall be completed by the Jail's medical staff for each offender as soon as possible after the completion of the book in process. The Physician shall be notified when necessary.
21. Referrals shall be scheduled to a responsible medical practitioner according to clinical priority.
22. Vendor shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with the Jail for security arrangements. Whenever feasible, Vendor shall operate on-site specialty clinics and/or telemedicine services at the Jail. The Jail's medical staff may be as a conduit for this coordination.
23. The Vendor shall develop provisions for prenatal care, according to accepted prenatal guidelines.
24. Vendor shall develop and implement a program for chronic care inmates. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, and diagnostic testing. Chronic care patients shall be provided a review by a physician minimally every three months and at greater intervals (not to exceed **six (6) months**) when medically stable. Chronic care should include, but not limited to, medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as infectious disease conditions.

Either during or as soon as possible after Intake Screening a medical staff member will assess inmates for chronic illnesses:

Inmates who have a credible history or chronic illness who are medically stable shall be examined by a Physician no later than two weeks after the intake assessment is reviewed by the Physician unless the Physician determines that the inmate should be seen sooner. The Vendor will follow the NCCHC guidelines on chronic care or their equivalent. Inmates who have a credible history of a chronic illness, who are determined at intake to be medically unstable will be referred immediately to the physician, by the telephone, if necessary. The inmate will be seen the next day that a "medical professional" is on site unless the doctor determines in his or her medical judgment that the inmate should be seen sooner.

25. A program for Human Immunodeficiency Virus (HIV) testing as required by law. The Vendor shall be aware that according to the Virginia State Law, any disclosure of the confidential HIV related the following written statement must accompany information:
- “This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by Law. Any unauthorized further disclosure in violation of State law may result in a fine or Jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”
26. All inmate transfers received from other Jail agencies or transferred from Southside Regional Jail shall be screened by medical personnel for acute and chronic conditions, communicable diseases, mental status evaluation, and current medications. The Jail shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants and for inmates that are transferred to federal, state or local facilities, correctional or otherwise. Detail summaries of medical/dental and mental health care shall be sent to receiving facilities and prisons when inmates are transferred to other institutions.
27. The Jail shall make provisions for the collection, storage and removal of medical waste and sharps containers in accordance with federal, state, Jail and local laws, rules and regulations. The Jail shall be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies.
28. The Jail is responsible for the cost of all supplies and equipment needed to provide health care. The Jail shall be responsible for all telephone (including internet), fax lines and photocopying and/or office machines necessary to the Vendor for operational obligations pursuant to this RFP and the proposal submitted in response thereto.
29. The Jail shall provide the Vendor with office space, examination rooms, and utilities, to enable the Vendor to perform its obligations and duties under the contract. The Jail shall provide security staff for off-site supervision and transportation of inmates for medical services. The Jail shall provide security services in the clinic for medical personnel. The Jail will provide housekeeping and cleaning supplies, and the Jail will provide laundry services.
30. Qualified health personnel will perform rounds on inmates who are segregated from the general population (whether for disciplinary, administrative, or protective reasons) to determine the inmate’s health status to ensure access to health care services, a minimum of three times a week. A record of the segregation rounds will be maintained, and all clinical encounters will be noted in the inmate’s health record.
31. The Jail’s medical staff will deduct and generate a receipt for all inmate co-pays that are medical related. The inmate fees collected will be for the use of the Jail not the Medical Vendor. The Medical Vendor will not collect or handle any inmate funds.
- D. Clinical Goals:**
1. Physician staff will be educated in primary care and board certified and/or board eligible, with subspecialties in high volume clinic services.
  2. The health care delivery system must be based on accepted medical practice that includes minimum staffing levels for behavioral health, and medical services and a written, generally accepted mechanism for gate-keeping and inpatient/ambulatory utilization guidelines.
  3. The Vendor must be prepared to develop and operate an onsite infirmary that has been approved by the Southside Regional Jail.

4. Clinical staff, including Jail medical staff, must be Basic Cardiac Life Support (BCLS) and/or Advanced Cardiac Life Support (ALCS) certified. All clinical staff must be trained in the use of automated external defibrillator (AED's).
5. The health care provider, with the aid of the Jail's medical staff, will conduct annual testing for all staff:
  - a. Tuberculosis (TB) testing
  - b. Hep B Vaccinations
  - c. Flu Vaccinations
6. The health care provider will perform new hire physicals on all new hires.
7. The vendor, with aid from the Jail's medical staff, must provide onsite communicable disease surveillance and reporting.
8. Vendor/Jail medical staff when on-premises will provide emergency first aid and triage care for staff, employees, the public and/or subcontractors of the Jail on the premises. No other care will be required by Vendor for such individuals.

E. Invoicing:

1. Separate billing for medical services, mental health services and the QMHP must be provided.
2. Utilization programs must be in place for all medical and mental health services.
3. Invoices must be submitted for payment on a monthly basis, with a separate Invoice for each service, Physician/medical, Psychiatrist/mental health, and QMHP.
4. A report in a format approved by the Jail, must be submitted listing the days/hours worked by the QMHP along with the Invoice for the service.

F. Security Goals:

1. The Vendor is required to submit detailed descriptions of:
  - a. Selection criteria for all on-site staff who will have direct or indirect contact with inmates.
  - b. Methods to be used in assuring the Jail that policies and procedures are consistently met; including training requirements as they relate to the Prison Rape Elimination Act (PREA).
  - c. Specific methods to be used in assuring the Jail that no personnel are engaged in passing contraband [weapons, drugs, tobacco, and any other item the Jail deems to be an unapproved item] to the inmate population.
2. Vendor will provide timely updates and information relating to health care issues on delivery practices.
3. Vendor's staff shall attend orientation provided by the Jail prior to commencing work.
4. Vendor will attend meetings with the Jail Superintendent upon request to discuss program, plan and/or any security changes.
5. Vendor's employees are subject to Jail policies and procedures related to a search at any time while within the facility operated by the Jail Superintendent.
6. All Vendor staff are required to sign in and out of the facility each time they leave and return, regardless of the length of time or the purpose of departure/return.

7. Vendor staff will be required to be knowledgeable and abide by the Jail's relevant policy and procedures and agrees to incorporate security and conduct related policies into practice. The Vendor's employees shall be required to cooperate fully in all departmental investigations, including submitting to a polygraph examination, if it is deemed necessary. Any Vendor employee found to be in violation of the Jail's policy and procedures will be subject to the Jail Superintendent requesting the Vendor issue employee discipline, up to and including termination. The Jail Superintendent reserves the exclusive right to grant or withhold access to the facility to any person for any reason.
8. All contract employees that are issued Jail supplied and purchased identification cards, with picture, must wear them face up in a visible manner from the point at which they enter the building and at all times while in the building until the point they leave the secured areas. Should an identification card issued to a contract employee become lost, the contract employee shall notify the Jail's on-duty Shift Commander to have an incident report written documenting how the loss/damage occurred.
9. The Vendor and its employees will be responsible for keeping all internal doors closed and locked. The Vendor and its employees must adhere to all security restrictions imposed by the Jail.
10. The Vendor must ascertain and notify the Jail in writing if an employee is related to or has previously had a personal relationship with any person confined as an inmate. It is the Vendor's responsibility to require its employees to alert the Vendor whenever a person who is a relative or personal acquaintance of that employee is admitted to any Jail facilities. Prior to placement in the jail, the Vendor will obtain written acknowledgement from its employees that the Jail strictly prohibits any type of personal relationship with an inmate, and that their staff have a duty to report any attempt by an inmate to foster such a relationship. The acknowledgement will further state that if the employee engages in any type of relationship with an offender, even if the offender consents, it will be grounds for immediate revocation of facility access. The acknowledgement will also state if the employee engages in any sexual misconduct with an offender as defined by law, even if the offender consents, that they will be prosecuted to the fullest extent of the law. Signed employee acknowledgements will be provided by the Jail.
11. In a non-medical emergency situation, the Jail's sworn personnel take supervisory precedent over the Vendor's staff.

### 2.3 PROGRAM SUPPORT SERVICES:

In addition to providing on-site, off-site and personnel services, the Vendor shall also be expected to provide professional management services to support the medical program. These additional program support services are as follows:

- A. Infection Control: An infection program shall be implemented by the Vendor that includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with local and state laws. The program shall be in compliance with Centers for Disease Control guidelines and Occupational Safety and Health Association regulations.
- B. Inmate Grievances/Complaints: The Jail's medical staff shall be the first point of resolution in dealing with inmate complaint regarding any aspect of the health care delivery system. The Physician will be consulted when necessary. All medical complaints not resolved at the first level, or grievances received shall then be resolved through the Jail's established grievance system.
- C. Policy and Procedures: The Vendor shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The Jail reserves the right to approve policies and procedures of the Vendor used at SRJ. The policies and procedures shall be designed to meet NCCHC and Virginia State Statutes. Policies should also be consistent with the Virginia State

Commission of Corrections requirements for Regional Correctional Facilities. The policies approved for SRJ shall be signed by the Vendor's representative, and Jail Superintendent

- D. Safety and Sanitation Inspections: The Vendor shall have the authority to coordinate monthly safety and sanitation inspections of the medical areas with designated Jail personnel. The Vendor shall make appropriate recommendations for corrections on discrepancies or citations noted.
- E. Cost Containment Program: The Vendor shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the Vendor plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other Vendor sites.
- F. Accreditation: The Vendor shall achieve and maintain accreditation by NCCHC and ACA. The Vendor shall provide all accreditation processes undertaken by the Jail involving medical standards. The Vendor shall be responsible for the payment of all accreditation fees associated with accreditation.
- G. Personnel Services: The Jail encourages the development and implementation of a sound, practical staffing plan for the Jail. The Vendor is required to provide a written, detailed staffing matrix that will meet all servicing requirements as outlined in this Request for Proposal (RFP).

2.4 APPROVAL OF EMPLOYEES:

The final selection of all employees, including the Physician or subcontractors assigned by the Vendor to the Jail shall be subject to approval by the Jail Superintendent. Initial and continued employment of staff and subcontractors shall be subject to approval of the Jail Superintendent. The Jail reserves the right to prohibit any of the Company's employees and/or subcontractors from performing service with regard to this contract. Any such approvals required by the Jail shall not be unreasonably withheld. The Vendor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the Jail. The Vendor shall notify and consult with the Jail Superintendent and/or designee prior to discharging, removing, or failing to renew contracts of professional staff.

2.5 BACKGROUND INVESTIGATION:

All personnel shall be required to pass a background investigation and finger print check conducted by the Jail for initial and or continued employment.

2.6 EMPLOYEE TRAINING AND ORIENTATION:

A. The Vendor shall describe its orientation program for its staff. The Vendor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the facility.

B. The Vendor's employees are required to attend and successfully complete Jail Orientation and Prison Rape Elimination Act (PREA) awareness training as mandated by Jail staff.

2.7 STAFFING AND SCHEDULES:

A. All hours shall be spent on-site at the Facility, except as is otherwise expressly agreed to by the Jail Superintendent and the Vendor. Staffing schedules may be modified upon the party's mutual agreement by both parties.

B. All contractual staff (both employees and subcontractors) shall be required to comply with sign-in and sign-out procedures.

2.8 SECURITY CLEARANCE:

Vendor's staff shall be subject to and shall comply with all security regulations and procedures of the Jail. Violations of regulations may result in the employee being denied access to the Facility. In this event, the Vendor shall provide alternate personnel to supply services, described herein, subject to the Jail's approval.

The Jail shall provide security for the Vendor's employees and agents consistent with security provided to other Jail employees.

### **3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

#### **3.1 GENERAL INSTRUCTIONS**

A. **RFP Response:** In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

1. One (1) original and five (5) copies of each proposal, each prominently marked, must be received at the SRJ office by the date specified in Section 1.8.1.4. The SRJ Office address is:

Southside Regional Jail  
Attention: Col. Mark Shiflett, Superintendent  
244 Uriah Branch Way  
Emporia, VA 23847

2. The envelope or container must be clearly marked on the outside with "RFP No. # – Medical Services". It is the responsibility of the vendor to ensure that the proposal is received in the SRJ office on or before the deadline and stamped accordingly. Vendors mailing proposals shall allow ample time for mail delivery to ensure timely receipt of the proposals. Email and facsimile proposals will not be accepted. **PROPOSALS RECEIVED AFTER THE ABOVE CUT-OFF DATE AND TIME WILL NOT BE CONSIDERED.**

Proposals received after the submission deadline shall be returned unopened and will not be considered. The Jail is not responsible for delivery delays and the clock on the Jail's telephone system shall indicate the official time of receipt. Facsimile or electronically mailed proposals are not acceptable and will be rejected. Each proposal shall be signed, or include a cover letter signed, by an authorized company representative who has authority to bind the company.

Any alterations, interlineation or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.

A proposal, including all prices, may not be withdrawn, modified or canceled by the vendor for a period of sixty (60) days following the proposal deadline and the vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

#### **2.1 Addenda**

Any necessary additions or corrections to this RFP, including vendor questions and facility responses, will be made by written addenda and issued to all vendors of record. Addenda become part of the RFP.

#### **2.2 Disclaimer**

All information in this RFP is based on the best data available. SRJ, however, does not warrant the accuracy of this information or the underlying data. Each vendor bears the responsibility for making its own assessment of the information and asking questions according to the procedures outlined above.

#### **2.3 Incurred Expenses**

The vendor shall be responsible for all costs associated with responding to the RFP, including proposal preparation and submission as well as travel costs incurred in connection with presentation or other pre-award procedures.

- 2.4 The firm must provide a State Corporation Commission Registration Number with their proposal, or indicate why one is not required.
3. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Superintendent requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Jail. However, mandatory requirements, requirements required by law or regulation are such that they cannot be waived are not subject to negotiation.
  4. Proposals should be straightforward, concise and satisfy the requirements of the RFP. Emphasis should be placed on clarity of content and completeness.
  5. Ownership of all data, materials and documentation originated and prepared for the Jail pursuant to the RFP shall belong exclusively to the Jail and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other material is submitted. This notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
  6. Offerors may be required to give an oral presentation of their proposal to the Jail. This will afford the offeror and opportunity to clarify and/or elaborate on their specific proposal. Oral presentations are an option of the Jail and may or may not be conducted.
  7. Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Jail.
  8. The Jail may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Superintendent and a Contract Addendum and/or Purchase Change Order issued by the Superintendent or his designee to change the contract.
  9. Cost of Services

Since this is a contract for professional medical and mental health services, the cost of services shall not be included in the proposals. Once proposals are received, the Jail 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. Repetitive formal interviews shall be permissible. At the discussion stage, the Jail may discuss non-binding estimates of the cost for proposed/required services. At the conclusion of discussions, on the basis of the evaluation factors outlined herein and all information developed in the selection process up to that point, the Jail shall select in the 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 can be successfully negotiated with that offeror, an award shall be made. If not, negotiations with that offeror shall be terminated and negotiations conducted with the offeror ranked second and so on,

until a contract can be successfully awarded. Should the Jail determine 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 the offeror.

The Jail reserves the right to reject any and all proposals as a whole or in part.

3.2 **SPECIFIC PROPOSAL INSTRUCTIONS:** Proposals should be as thorough and detailed as possible so that the Jail may evaluate the Vendor's capabilities to provide the required services. Offerors are required to submit the following:

1. The Vendor shall identify a single point-of-contact for vendor information concerning its response.
2. The Vendor shall submit one (1) original proposal along with five (5) copies of the original proposal.
3. The proposals shall have each section divided and appropriately labeled. The format and sections of the proposal shall conform to the structure outlined below. A tab identifying the section number shall separate each section of the proposal response. While additional data may be presented as 'Section 9', the following subjects must be included. The format of the proposal package shall be:

Table of Contents

Title Sheet – Request for Proposals Title Pages, pages 1 and 2 of this RFP

Section 1 - Description of Firm

Section 2 - Experience of Firm

Section 3 - Termination History

Section 4 - Leadership of Firm

Section 5 - Accreditation Experience

Section 6 - Litigation History

Section 7 - References

Section 8 - Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements

Section 9 - Insurance Documentation

4. Vendors shall address, in written form, each numbered section and sub-section of this RFP. If the Vendor takes exception to a specific section, it shall fully describe the exception thereto.
5. Section 7 – References: The Vendor shall supply a minimum of five (5) references for whom similar medical services have been performed.
6. Proposals shall be organized in the exact order in which requirements are presented in the RFP and must be page numbered.
7. The response must be complete and comprehensive, but with a corresponding emphasis on being concise and clear.
8. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Poor quality copies of materials will be rejected.
9. Vendors shall complete Request for Proposals Title Pages 1 and 2 of this RFP.
10. Description of the firm: provide the name, a brief history, and description of the corporation. Include:
  - a. The corporation's most recent annual report
  - b. Indicate the size of the firm
  - c. Number of employees employed by the corporation
  - d. Annualized dollars of payroll



- e. Number of years in business
11. Experience of Firm: Provide a summary of the firm's experience. Specify experience in providing Correctional Facility Health Care. Describe experience with similar size and type Jail Contracts and highlight evidence of achievement in this area. Specify experience relating to Regional Correctional Facilities in the State of Virginia. Provide any additional information that would distinguish your firm in its service to Jails. Include in your discussion:
    - a. A list of present clients including a contact person and telephone number for each.
    - b. Date of Original Contract and Expiration date for each account.
    - c. Number of Renewals, if applicable.
    - d. Type and Size of facility for each account.
    - e. Yearly Dollar Amount of Contract for each account.
  12. Termination History: List all contracts lost or not renewed for a five (5) year period. Please provide a narrative describing reasons for contracts that have not been renewed. Vendor must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled.
  13. Leadership of Firm: Discuss the leadership of your organization and highlight accomplishments of the individuals that will be directly involved with this project.
    - a. Identify your firm's professional staff members who shall be involved in the project, the experience each possesses, and the location of the office from which they shall work.
    - b. Resumes or biography of professional staff members who may be involved in the Jail engagement must be included in this section.
    - c. Companies should include the resume of the regional manager who shall be working with the Jail.
    - d. Indicate where the regional manager is based geographically and what other contractual responsibilities this person is accountable for.
    - e. Indicate the anticipated frequency of on-site visits to Southside Regional Jail by the regional manager.
  14. Accreditation Experience: Specify facilities that the firm operates at that requires accreditation by ACA, NCCCHA or under the jurisdiction of the State of Virginia Department of Corrections. Include the following information:
    - a. Name of facility.
    - b. Accrediting agency (e.g. ACA).
  15. Litigation History: Provide a list of all litigation events or incidents that your firm or organization has been, or is currently involved in where the matter in dispute has estimated value in excess of Fifty Thousand Dollars (\$50,000) during the last three (3) years.
  16. The Vendor shall specify in their staffing plan for SRJ.
  17. How periods of absence caused by vacations, holidays, sick leave, etc. will be handled.
  18. Turnover of Jail and Vendor staff: Describe how the Vendor will assist the Jail in selecting a replacement when turnover occurs in the Jail's current medical staff and indicate how turnover will be handled for the Vendor's Physician and QMHP assigned to SRJ.
  19. Contract Transition: Explain how the transition from the current service provider to the new contract would be handled. The transition plan should address an orderly and efficient start-up. The Vendor should emphasize their past experience in implementing contracts and successes in this area. Addresses how the following issues will be handled and transferred:

- a. Recruitment of Physicians and Psychiatrists.
  - b. Recruitment of a QMHP.
  - c. Coordination with hospitals/urgent care services.
  - d. Coordination with current pharmaceutical, laboratory, radiology, and medical supplies vendors.
  - e. Identification and assuming of current medical care cases.
  - f. Medical record management.
  - g. Orientation of current and new Jail medical staff.
  - h. Personnel to be assigned to supervise and monitor the transition.
20. Include other relevant information the Vendor deems necessary to describe its qualifications.
21. Identification of all materials and services expected from the Jail in addition to general assistance.
22. References: A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Provide at least five (5) business references from similar projects including who the contract was with, a contact name, addresses and telephone numbers. Business references shall be medical suppliers, pharmacies and laboratories that shall attest to the Company's ability to provide contracted services and pay invoices in a timely manner. Other pertinent references may be given at the vendor's discretion.
23. Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements:

**Requirements for Professional Services**

**Indemnification and Hold Harmless Clause**

The successful vendor must agree to the following language in the contract clause acceptable to the Southside Regional Jail would be the following:

“The Vendor agrees to defend and indemnify the Southside Regional Jail, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Vendor, or its subcontractor, under this contract; provided, however, that Vendor shall not be required to indemnify the Jail with respect to such risks to the extent caused by the negligence or intentional misconduct of the Jail or the Jail's Vendors, over whom Vendor has no authority or control”

**The Vendor by agreeing to defend the Southside Regional Jail as set forth above, agrees that if the Southside Regional Jail receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Vendor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Southside Regional Jail shall be the sole and exclusive determination of Southside Regional Jail.**

**4. INSURANCE REQUIREMENTS:**

Each and every contract, whether for professional services, vendors or Vendors, must meet minimum insurance specifications in order to protect the Jail's interest and/or as evidence of compliance with Virginia State Law.

**GENERAL REQUIREMENTS:** Before commencing work, the successful service provider or Vendor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the Southside Regional Jail, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The Southside Regional Jail is defined as Southside Regional Jail, its agents, officers and employees.

A Certificate of Insurance acceptable to the Jail must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the Jail.
- Name the certificate holder as Southside Regional Jail, 244 Uriah Branch Way, Emporia, VA 23847.
- Name the Jail, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to the Southside Regional Jail, 244 Uriah Branch Way, Emporia, VA 23847.
- Insurance carriers should be admitted in the State of Virginia, unless an exception is approved by Jail
- The Certificate of Insurance shall be submitted to the Southside Regional Jail Authority for compliance review, approval and retention at least thirty (30) days prior to the start of work.

**SPECIFIC INSURANCE REQUIREMENTS:** The following are the minimum insurance types, documentation and limits acceptable to the Jail.

**INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS**

*For*

**Professional Services**

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability/Medical Malpractice Insurance \$2,000,000 General Aggregate	\$1,000,000 Each Occurrence or Claim
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability CE-200, C-105.2, or SI-12	Statutory Limits
F. Disability Benefits CE-200, DB-120.1, DB-820/829 or DB-155	Statutory Limits

**5. EVALUATION AND AWARD**

5.1 EVALUATION CRITERIA: This is a contract for professional services as defined by the Virginia Public Procurement Act (VPPA). The Jail reserves the right to reject any and all proposals as a whole or in part. Proposals shall be evaluated by Southside Regional Jail using the following criteria:

Description	Weight
Offeror <ul style="list-style-type: none"><li>- Qualifications and experience</li><li>- Services proposed</li></ul>	60
Methodology <ul style="list-style-type: none"><li>- Proposed methodology</li><li>- Availability of support services</li><li>- Proposed schedule</li></ul>	40
<b>TOTAL</b>	100

5.2 AWARD: The Jail 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. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage the public body may discuss non-binding estimates of project costs, including, but not limited to, life-cycle costing, and, where appropriate, non-binding estimates of price for services. Proprietary information from competing Offers shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in Section 5.1 of this Request for Proposal and all information developed in the selection process to this point, the Jail shall select in the 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 Jail can be negotiated at a price considered fair and reasonable and pursuant to contractual terms and conditions acceptable to the public body, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first 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. The Jail reserves the right to make multiple awards as a result of this solicitation. Should the Jail determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

**6. GENERAL TERMS AND CONDITIONS:**

6.1 ACCEPTANCE OF GOODS/SERVICES:

Goods/services delivered shall remain the property of the offeror until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Jail. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Jail are found to be defective or not to conform to specifications, the Jail reserves the right to cancel the Contract upon written notice to the offeror and return products to offeror at the offeror's expense.

6.2 ADDITIONAL SERVICES:

The Jail may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

- 6.3 **COMPLIANCE WITH ALL REQUIREMENTS :**  
The offeror shall comply with all applicable Federal, State and Local laws and regulations. The offeror shall give notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.
- 6.4 **CONTRACT CHANGES:**  
Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 6.5 **CONTRACT TERMINATION:**
- 6.5.1 Unless specified otherwise, any resultant contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the offeror or as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The offeror shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 6.5.2 If funds are not appropriated for this contract for any Jail fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for cancellation or termination charges.
- 6.6 **CONTRACTUAL CLAIMS:**  
Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the offeror's intention to file such claim shall have been given at the time of occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Superintendent, Southside Regional Jail, 244 Uriah Branch Way, Emporia, VA 23847 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or other relief requested. The Superintendent shall render a decision on the claim and shall notify the offeror within thirty (30) days of receipt of the claim. The offeror may appeal the decision of the Chairman of the Southside Regional Jail Authority by providing written notice to the Southside Regional Jail Authority, within fifteen (15) days of the receipt of the claim. The Authority Board shall render a decision on the claim within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the offeror appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the offeror shall be delivered to the Jail no later than thirty (30) days following the conclusion of the work or delivery of the goods.
- 6.7 **DAMAGE TO PROPERTY:**  
The offeror shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the Contract. The offeror shall repair to properly working order or replace, to the Jail's satisfaction, any property damage directly or indirectly by its actions or omissions.
- 6.8 **EMPLOYMENT OF ILLEGAL ALIENS:**  
The selected firm does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act 1986.
- 6.9 **ETHICS IN PUBLIC CONTRACTING:**
- 6.9.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this Jail. A copy of these provisions may be obtained from the Finance Director upon request.
- 6.9.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1

of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

6.10 EXTENSION OF CONTRACT TERM:

The Southside Regional Jail, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

6.11 FAITH-BASED ORGANIZATIONS:

In compliance with VA Code Section 2.2-4343.1, the Southside Regional Jail does not discriminate against faith-based organizations.

6.12 FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

6.12.1 In accordance with Virginia Code § 2.2-4311.2, a Vendor 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 or as otherwise required by law.

6.12.2 Any bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. 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 shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

6.12.3 Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by Southside Regional Jail Authority.

6.12.4 Any business entity that enters into a contract with a public body 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.

6.12.5 The Jail may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.13 INDEMNIFICATION:

To the fullest extent permitted by law, the offeror, for itself, heirs, representatives, successors and assignees agrees to save, defend, keep harmless and indemnify the Jail and all of its officials, agents, and employees (collectively, the "Jail") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the offeror's performance (or nonperformance) of the agreement terms or its obligations under any resultant agreement. The Jail will not agree to indemnify the offeror.

6.14 INDEPENDENT VENDOR: The offeror is an independent Vendor and nothing contained in the Contract shall constitute or designate the offeror or any of its agents or employees as employees of the Jail.

6.15 LEGAL PROCEEDINGS:

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Greensville County, Virginia General District Court or the Greensville County, Virginia Circuit Court.

6.16 LICENSES AND PERMITS:

The offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the week, including software license or other intellectual property permissions, unless otherwise specified by the Jail.

6.17 NONDISCRIMINATION AND DRUG-FREE WORKPLACE:

The offeror agrees as follows:

6.17.1 The offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the offeror. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.17.2 The offeror, in all solicitations or advertisements for employees placed by or on behalf of the offeror, will state that such offeror is an equal opportunity employer.

6.17.3 Notices, advertisements and solicitations placed in accordance with the Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.17.4 The offeror agrees to (i) provide a drug-free workplace for the offeror'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 offeror'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 place by or on behalf of the offeror that the offeror maintains a drug-free workplace. 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 an offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

6.17.5 The offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.18 NOTIFICATION:

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the offeror in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Jail shall be given to Southside Regional Jail, Superintendent, 244 Uriah Branch Way, Emporia, VA 23847. The offeror agrees to notify the Jail immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five (5) calendar days after the date of mailing.

6.19 OWNERSHIP OF DOCUMENTS:

6.19.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the offeror under any resultant contract shall, at the option of the Jail, become Jail property and shall be delivered to and remain the property of the Jail upon completion of the work or termination of the Contract. The Jail shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the offeror.

6.19.2 Any documents or other material provided to the offeror by the Jail shall be returned to the Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the offeror in order to supply the products or services contracted for shall become the property of the Jail and shall be sent to the Jail upon delivery for the final products and/or services unless otherwise requested by the Jail. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.20 PAYMENT FOR SERVICES:

Payments to the offeror shall be made within thirty (30) days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the Contract. Invoices shall be numbered. Backup documentation for each invoice shall be provided in detail satisfactory to the Jail. The offeror's records and documentation supporting such invoices shall be made available to the Jail upon reasonable request. The offeror agrees to retain all records, documents and support materials relevant to the Contract for a period of five (5) years following final payment.

6.21 PAYMENTS TO VENDORS:

In accordance with Virginia Code Section 2.2-4301, the offer agrees that:

6.21.1 Should any subcontractor be employed by the offeror for the provision of any goods or services under this Contract, the offeror agrees to the following:

1. The offeror shall, within seven (7) days after receipt of any payments from the Jail pursuant to this Contract, either:
  - a. Pay the subcontractor for the proportionate share of the total payment received from the Jail attributable to the goods or services provided by the subcontractor; or
  - b. Notify the Jail, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.  
Written notice to the Jail shall be given to: Southside Regional Jail, ATTN Superintendent, 244 Uriah Branch Way, Emporia, VA 23847.
2. The offeror shall pay interest to the subcontractor, at the rate of one (1) percent per month on all amounts owed to the subcontractor that remain unpaid after seven (7) days following receipt of payment from the Jail for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
3. The offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
4. The offeror's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Jail.
5. No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

6.22 PRECEDENCE OF DOCUMENTS:

The precedence of documents shall be as follows: the Contract, The Request for Proposals and the offeror's response to the Request for Proposals.



- 6.23 REJECTION AND AWARD OF PROPOSALS: The Jail reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple offerors.
- 6.24 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- 6.24.1 In submitting its proposal response, the offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.
- 6.24.2 Unless specified otherwise in the Contract, the offeror shall pay all royalty and license fees relating to the items covered by the contract.
- 6.24.3 In the event of any third party claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the offeror shall indemnify and hold harmless the Jail from any cost, expense, damage or loss incurred in any manner by the Jail on account of such alleged infringement.
- 6.25 SEVERABILITY:  
Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 6.26 SUBCONTRACTING AND ASSIGNMENT OF WORK:
- 6.26.1 The offeror shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Jail. A description of any work the offeror proposes to subcontract shall be submitted to the Jail for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the offeror and the offeror will be responsible to the Jail for all work performed by any subcontractor or special consultant.
- 6.26.2 The Jail will, during the term of the Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the offeror. If the Jail reasonably rejects staff or subcontractors, the offeror must provide replacement staff or subcontractors satisfactory to the Jail in a timely manner and at no additional cost to the Jail. The day-to-day supervision and control of the offeror's employees shall be solely the responsibility of the offeror.
- 6.27 TAXES:  
The Jail is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The offeror shall pay all Jail, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the Jail and the offeror, as the taxes shall be an obligation of the offeror and not of the Jail, and the Jail shall be held harmless for same by the offeror. Exemption certification will be supplied upon request.
- 6.28 WARRANTIES:  
Any goods or services furnished by the selected firm under the contract shall be covered by the most favorable warranties provided by the selected firm or any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to SRJ. The selected firm agrees that if such warranties are in any respect breached, the selected firm will pay to SRJ the full contract price agreed to by SRJ for the supplies, materials, equipment or services furnished under the RFP.

## **7. SPECIAL TERMS AND CONDITIONS:**

- 7.1 **AUDIT:** The offeror shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five (5) years after the effective date of final payment or contract termination. During this five (5) year term, the Jail, or its authorize representative, shall have unlimited access to, and the right to audit, the books, records and documents of the offeror during the offeror's normal working hours.

There shall be no fees or costs charged to the Jail by the offeror for any such audit activities.

- 7.1.1 The offeror shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the Jail's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the Jail. Should the offeror fail to ensure the Jail's rights under this section, the offeror shall be liable to the Jail for all reasonable costs and expenses the Jail may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

- 7.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Vendor assures that The information and data obtained as to personal facts and circumstances whether related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Jail's written consent and only in accordance with federal laws 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 Jail of any breach or suspected breach in security of such information. Vendors shall allow the Jail 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.

### 7.3 **CONTINUITY OF SERVICES:**

- A. The Contractor recognizes that the services under this contract are vital to the Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Jail or another Contractor, may continue them. The Contractor agrees:
1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
  2. To make all Jail 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
  3. That the Jail 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 Jail, 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 Jail'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 Jail in writing prior to commencement of said work.

- 7.4 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Jail.
- 7.5 JAIL'S RESPONSIBILITIES: The Jail will:
- A. Be responsible for security of the inmates at all times.
  - B. Provide on-site medical staff, 1 - LPN and 2 - EMTs.
  - C. Provide electricity, water and a Jail telephone for local calls.
  - D. Provide the Contractor with ample workspace, maintain and repair the facility and Jail equipment in the area assigned to the Contractor, including necessary painting, maintenance of water, sewer and electrical lines, ventilation, air conditioning, lighting, heating, duct work and other similar fixtures.
  - E. Provide necessary medications, medical supplies and equipment, computers, printers, and a fax machine as may be necessary.
  - F. Have no liability to the Contractor for fraud, theft, damage or loss from whatever cause to the Contractor's equipment and systems. This shall include without limiting the foregoing, vandalism and damage inflicted by inmates.
  - F. Provide pest control for all areas assigned to the Contractor.
  - G. Provide for trash disposal if required or necessary.
  - H. Provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms, and storage space. The Contractor's personnel will park in an area designated by the Jail.
  - I. Provide the Contractor with all information in possession of the Jail which relates to the Jail's requirements for the Services or which is relevant to the Contract.
  - J. Designate representatives with respect to the Services to be performed. Such person shall transmit instructions, receive information, interpret and define local policy and decisions pertaining to the Contractor's services.
- 7.7 JAIL SECURITY RULES:
- A. In consideration of the security responsibility of the Jail, the Jail Superintendent or designee reserves the right to observe the Contractor's operations and inspect assigned work areas. Moreover, the Contractor agrees to abide by any and all of the Jail's rules and regulations, procedures and general orders, as well as any directives by the Jail Superintendent regarding Contractor's performance under the Contract.
  - B. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Contractor.
  - C. All Contractor employees shall comply with the Jail's written policy and procedures relating to Jail security. Any unusual occurrences shall be reported immediately by the Contractor's employees to the Jail Superintendent or designee. The Contractor shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items.
  - D. The Contractor shall immediately bring to the attention of the Jail Superintendent or designee any employees with outstanding felony or misdemeanor warrants.
- 7.8 NON-COMPETE AGREEMENTS: The Contractor is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or subcontractors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Contractor or employee from competing, directly or indirectly, in any way with the Contractor. For the purpose of this paragraph, the term "competing directly or indirectly, in any way with the Contractor" shall mean the entering into or attempting to enter into any similar business with that carried on by the Contractor with any individual, partnership, corporation, or association that was or is the same or related business as the Contractor.
- 7.9 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be kept on hand by the Contractor for each chemical and/or compound stored.

- 7.10 OPTIONAL PRE-PRE-PROPOSAL CONFERENCE: An optional pre-proposal conference will be held at **10:00 am** on **May 24, 2019** at the Southside Regional Jail, 244 Uriah Branch Way, Emporia, VA. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation. While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.
- 7.11 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 7.12 SUBCONTRACTS: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 7.13 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Jail's satisfaction at the Contractor's expense.