

**VIRGINIA PENINSULA REGIONAL JAIL
WILLIAMSBURG, VIRGINIA
757-820-3915
Date: Monday, August 05, 2019**



Request for Proposals #2019-04

MEDICAL SERVICES

DUE DATE: Friday, September 13, 2019

Time: 1:00pm, Est.

Receipt Location: Virginia Peninsula Regional Jail
9320 Merrimac Trail
Williamsburg, Virginia 23185

Pre-Proposal Conference – Mandatory

Date: Friday, August 16, 2019

Time: 10:00am, Est.

Location: Virginia Peninsula Regional Jail

Question & Answer Deadline Submission

Due Date: Friday, August 23, 2019

Time: 1:00pm, Est.

All questions pertaining to this RFP are to be submitted in writing to the email address below.

Lt. Colonel Roy C. Witham, Assistant Superintendent
Virginia Peninsula Regional Jail
9320 Merrimac Trail
Williamsburg, Virginia 23185
Office: 757-820-3904 Fax: 757-887-1849
Email: rwitham@vprj.net

VIRGINIA PENINSULA REGIONAL JAIL
9320 Merrimac Trail
Williamsburg, Virginia 23185
(757) 820-3900

REQUEST FOR PROPOSAL

SEALED

Issue Date: August 5, 2019

RFP #2019-04

Title: Inmate Medical Services for the Virginia Peninsula Regional Jail:

The Virginia Peninsula Regional Jail (VPRJ) solicits interested Offerors to submit proposals (RFP) to provide Medical Services for Virginia Peninsula Regional Jail.

Closing Date and Time: September 13, 2019, 1:00:00 PM

Issuing: Virginia Peninsula Regional Jail
Attention: Lt. Colonel Roy Witham
9320 Merrimac Trail
Williamsburg,, VA 23185

Period of Contract: Three years from date of award (Renewable)
(Tentatively November 1, 2019 to September 30, 2022)

Receipt of Proposals: Sealed proposals will be received until **September 13, 2019, 1:00:00 PM**, for furnishing the goods/services described herein. Please submit four (4) copies, marked **RFP #2019-04, "A Proposal for Inmate Medical Services for Virginia Peninsula Regional Jail:**

If proposals are mailed or Hand Carried, send directly to issuing above. Proposals will not be accepted via Fax machine.

Information: All inquiries should be directed to Lt. Col. Roy Witham, Assistant Superintendent (757) 820-3904, email rwitham@vprj.net.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

Terms and Conditions: ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: _____

Address: _____

Signature: _____

Name (type/print): _____

Title: _____

Date: _____

Telephone: () _____ Fax #: () _____

Email address: _____

Federal ID #: _____

VA State Corporation Commission ID #: _____

IMPORTANT DATES

RFP Issued.....	August 5, 2019
Mandatory Pre-Proposal Meeting at VPRJ.....	August 16, 2019, 10:00am
Last Day to Submit Written Questions.....	August 23, 2019, 1:00pm
VPRJ responds to written questions through RFP Addendum to be sent to all prospective proposers.....	August 30, 2019, 5:00pm
Deadline to Receive SEALED Proposals.....	September 13, 2019, 1:00pm
Evaluation Period.....	September 16, 2019 – September 27, 2019
Negotiations.....	September 30, 2019 – October 4, 2019
Estimated Contract Start Date.....	November 1, 2019

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III. PART 1
STATEMENT OF NEEDS

1.0 Introduction

1.1 Purpose. The purpose of this Request for Proposals is to solicit proposals to establish a contract through competitive negotiation for the purchase of either comprehensive medical services or specific medical staffing specified herein, whichever is deemed advantageous to Virginia Peninsula Regional Jail (‘VPRJ’), located at 9320 Merrimac Trail, Williamsburg, Virginia 23185.

1.2 Background. VPRJ is owned and operated by the Virginia Peninsula Regional Jail Board Authority pursuant to the Code of Virginia section 53.1-95.2 and is operated pursuant to the Code of Virginia section 53.1-95.17 and all other applicable laws and statutes. VPRJ services the counties of James City and York and the cities of Williamsburg and Poquoson in the Commonwealth of Virginia.

VPRJ was constructed in 1997, is approximately 166,000 square feet, and has a rated capacity of 290 inmates. All inmates are housed on the ground floor of the building, while visitation booths and additional offices are on the second floor. The facility has three (3) floors total, with the third floor being the communications room. VPRJ is both a direct and indirect supervision facility.

1.3 Definitions. Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

A. **Accreditation and Standards Office.** “Accreditation and Standards Office” means the office within the Virginia Peninsula Regional Jail responsible for accreditation and training.

B. **Board Certified and Eligible.** “Board Certified and Eligible” means a physician and/or the service provider i) who has met the board eligibility criteria of the American Board of Medical Specialties in one or more of the following: internal medicine, family practice, emergency medicine, surgery, preventative medicine, psychiatry, and infectious disease; and ii) who has successfully completed the specialty board examination by the appropriate medical specialty board.

C. **Community Standard.** “Community Standard” means the scope and quality of the medical, dental, and mental health services, including diagnostic testing, preventative services, and after care considered appropriate, in terms of type, amount, frequency, level, setting, and duration appropriate to the patient’s diagnosis or condition. The care must be consistent with generally accepted practice parameters in the

- Commonwealth of Virginia as recognized by health care providers in the same or similar general specialty as typically treat or manage the diagnosis or condition, help restore or maintain the patient's health, prevent the deterioration or palliate the patient's condition, prevent the reasonably likely onset of a health problem, or detect an incipient problem.
- D. **Contract.** "Contract" means the Goods and Services Contract, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.
- E. **Contractor.** "Contractor" means the Offeror to whom VPRJ awards the Contract.
- F. **Inmates.** "Inmates" means all males and females residing at Virginia Peninsula Regional Jail or admitted or committed to the care and custody of Virginia Peninsula Regional Jail for any purpose. The term shall include prisoners, persons serving a state, county, or federal sentence, and persons admitted to Virginia Peninsula Regional Jail awaiting trial in any jurisdiction.
- G. **Jail Administrator.** "Jail Administrator" means the Superintendent of VPRJ.
- H. **Offeror.** "Offeror" means any firm that may choose to submit a proposal in response to this solicitation.
- I. **Staffing Matrix.** "Staffing Matrix" means the staffing tables setting out the personnel positions, with position titles, position numbers, and Full Time Equivalent (FTE) hours for each position, to be provided by the contractor.
- J. **Telemedicine.** "Telemedicine" means the offering and coordinating of specialty medical services or mental health services, or both, through audio and video equipment specifically designated for medical meetings and consultation services.
- K. **The Jail.** "The Jail" means Virginia Peninsula Regional Jail, located at 9320 Merrimac Trail, Williamsburg, Virginia 23185.
- L. **VPRJ.** "VPRJ" means Virginia Peninsula Regional Jail, acting through its duly authorized representatives and serving the jurisdictions of the cities of Poquoson and Williamsburg and the counties of James City and York.
- M. **Specific Needs Staffing.** "Specific Needs Staffing" means VPRJ designates the specific type of service provider and specific hours which VPRJ deems needed to provide proper medical care and does not mean comprehensive or full service medical.

1.4 **Pre-Proposal Meeting.** There will be a mandatory pre-proposal meeting at 10:00am on August 16, 2019 at Virginia Peninsula Regional Jail located at 9320 Merrimac Trail, Williamsburg, Virginia 23185.

2.0 **Requirements and Deliverables.**

2.1 **Scope of Services.**

2.1.1 **General.**

- A. The Contractor shall provide medical care services and appropriate health care to Inmates in accordance with the standards of care and any other standards established by the American Correctional Association (“ACA”), the National Commission on Correctional Health Care (“NCCHC”) for health services in jails, the Virginia Department of Corrections Standards (“VDOC”), Prison Rape Elimination Act (“PREA”), and all applicable federal and Virginia statutes and regulations. The Contractor shall provide such medical and health care services using only licensed, registered, certified, and professionally trained health care personnel.
- B. The Contractor shall provide medical services and appropriate health care to Inmates in a cost-effective manner utilizing a managed care model in compliance with all established standards.
- C. The Contractor shall provide medical services including screenings, assessments, physical examinations, diagnostic testing, preventative services, and after care considered appropriate, in terms of type, amount, frequency, level, setting, and duration appropriate to the patient’s diagnosis or condition. The Contractor shall provide medical care consistent with generally accepted practice parameters in the Commonwealth of Virginia as recognized by health care providers in the same or similar general specialty as those who typically treat or manage the diagnosis or condition, help restore or maintain the patient’s health, prevent the deteriorating or palliate the patient’s condition, prevent the reasonably likely onset of a health problem, or detect an incipient problem. The Contractor shall arrange and coordinate any necessary “off-site” medical care for Inmates as defined herein.
- D. The Contractor shall provide continuing education classes for the Contractor’s employees. The Contractor shall provide training classes for VPRJ employees on topics including, but not limited to, contagious diseases, mental health symptoms which would require immediate notification of medical personnel, and in accordance with a curriculum developed in conjunction with the Contractor and VPRJ. The Contractor shall provide health education for Inmates in accordance with a schedule developed in conjunction with the Contractor and VPRJ. The Contractor shall provide all records related to such trainings to VPRJ’s training department. The Contractor shall maintain all regular medical operations without interruption at no

cost to VPRJ during any training or education provided pursuant to this section 2.1.1(D).

- E. The Contractor shall maintain complete and accurate electronic Medical Administration Records (MAR) on all Inmates in accordance with applicable standards. The Contractors shall collect and analyze health care statistics on a regular basis and provide such analysis to VPRJ.
 - F. The Contractor shall be responsible for all maintenance, disposal, replacement, and use of medical equipment in the medical services department and infirmary at VPRJ. VPRJ will provide the Contractor with a list of equipment in the medical services department and infirmary at VPRJ after the Commencement Date of the Contract.
 - G. The Contractor shall coordinate all peer reviews, mortality reviews, and case reviews as directed by VPRJ.
 - H. The Contractor shall establish and develop policies and procedures for the medical, dental, and mental health services provided to Inmates at VPRJ and make available to designated VPRJ staff. The Contractor shall annually review and update all policies and procedures as required by the NCCHC, the ACA, the PREA, and the VDOC.
 - I. The Contractor shall name an onsite administrator of the medical services department who also is responsible for all internal and external communications regarding medical services and continuity of care of Inmates.
 - J. The Contractor shall be solely responsible for making all decisions with respect to the type, timing, and level of services needed by Inmates covered by the Contract, including without limitation, the determination of whether an Inmate is in need of clinic care, hospitalization, admission to a clinic, referral to an outside specialist or otherwise needs specialized care. Except herein otherwise provided, the Contractor shall be the sole supplier of or coordinator of all medical, mental health referrals, and dental programs constituting services under this Contract and, as such, shall have the sole authority and responsibility for the implementation, modification, and continuation of any and all health care programs constituting health services for Inmates.
- 2.1.2 **Continuing Education Classes.** The Contractor shall provide continuing education classes for employees of the Contractor at the Contractor's sole expense. The Contractor shall require all employees to maintain records of all continuing education classes attended.

2.1.3 **Health Information for Inmates.** The Contractor shall provide to Inmates any additional and relevant information and materials to assist with the treatment of an ongoing medical condition or upon release, for the continuity of care.

2.2 **Personnel Requirements.**

2.2.1 **Generally.** The Contractor shall provide skilled personnel with all of the necessary qualifications, certifications, and experience to perform the full scope of services requested by this Request for Proposals. The Contractor shall ensure all of the Contractor's personnel performing services under this Contract maintain current certifications for cardiopulmonary resuscitation ("CPR"), automated external defibrillator ("AED"), and first aid. At all times, the Contractor shall have in its employ the following categories of employees:

- A. Primary care physicians;
- B. Medical director or health services administrator;
- C. Specialty physicians;
- D. P.R.N. physicians;
- E. Dentist;
- F. Nurses;
- G. Mental health professionals; and,
- H. Ancillary medical personnel including, but not limited to, x-ray technicians, dialysis technicians, physical therapists, occupational therapists, phlebotomists, optometrists, podiatrists, and nursing assistants.

2.2.2 **Credentials for Medical Personnel.**

The Contractor shall ensure that all of the Contractor's personnel are licensed, certified, and registered to the extent required by the Commonwealth of Virginia for the provision of the medical services required under this Contract and as necessary for the Contractor to fulfill its obligations under this Contract. The Contractor shall provide to the Contractor's personnel all required continuing education, and any "on the job training" and clinical instruction and supervision as deemed appropriate by the Contractor.

- A. **Physicians.** The Contractor shall provide physicians, primary care physicians, specialty physicians, P.R.N. physicians, and physicians' assistants qualified and licensed to practice medicine in the Commonwealth of Virginia according to all requirements set forth in Title 54.1-2900 of the Code of Virginia for licensure and Chapter 29 of Title 54.1 of the Code of Virginia.
- B. **Dentist.** The Contractor shall provide qualified dentists licensed in the Commonwealth of Virginia to perform dental services under this Contract. The Contractor shall provide VPRJ with documentation that all dentists are appropriately licensed in the Commonwealth of Virginia.

- C. **Nurses.** The Contractor shall provide nurses qualified and licensed to practice nursing in the Commonwealth of Virginia. Such nurses shall have graduated from an accredited RN or LPN program. The Contractor shall only provide nurses maintaining an active license. The Contractor shall provide copies of the nurses' licenses to VPRJ prior to the nurses reporting to VPRJ to provide services under this contract.

- D. **Ancillary Medical Personnel.** The Contractor shall provide ancillary medical personnel including, but not limited to, x-ray technicians, dialysis technicians, physical therapists, occupational therapists, phlebotomists, optometrists, podiatrists, and nursing assistants. All such ancillary medical personnel shall meet all regulatory requirements and certification training standards applicable under the laws and regulations of the Commonwealth of Virginia.

2.2.3 Licensure of Certain Personnel.

2.2.3.1 Current Licenses, Certifications, and Registrations Required. The Contractor shall require all personnel listed in Section 2.2.1 to maintain ongoing licensure, certification, or registration to the extent required by the laws and regulations of the Commonwealth of Virginia and as necessary for the Contractor to perform the full scope of services requested by this solicitation. The Contractor shall provide copies of the following, where applicable, prior to the personnel reporting to VPRJ to provide any services under this Contract:

- A. Copy of verified Commonwealth of Virginia license to practice medicine and any license renewals;
- B. Copy of application for initial renewal registration;
- C. Copy of federal controlled substance registration;
- D. Copy of Virginia Department of Public Health controlled by substance registration;
- E. Evidence of malpractice insurance with claims or lawsuits, or both, pending or closed during the past ten years verified by physician's insurance carrier;
- F. Copies of verified medical education documentation including medical school, internship, residency, and fellowship programs;
- G. Query of the National Practitioner Data Bank;
- H. For foreign medical school graduates, query of the American Medical Association foreign medical graduate verification service;
- I. American Board of Medical Specialties ("ABMS") board certification, or evidence to support board eligibility defined by the ABMS criteria;
- J. Current ACLS/BCLS/CPR certification;
- K. Ten year employment history, present and past, where physician has practiced and reasons for change;
- L. Evidence of reasonable inquiry into employment history with emphasis on assessment of clinical skills;
- M. Signed release of information form;

N. Information regarding any criminal proceedings and background checks.

2.2.3.2 **Licensing Agency and Regulatory Reporting Requirements.** The Contractor shall notify VPRJ within twenty-four (24) hours of learning of any formal complaints filed by licensing agencies or commissions against personnel assigned by the Contractor to perform services at VPRJ. The Contractor shall implement written procedures, which must be approved in writing by VPRJ.

2.2.4 **Staffing Matrix.** In order to provide adequate and sufficient personnel to fulfill the Contractor's obligations under this Contract, the Contractor, itself and through its subcontractors, shall recruit and retain, whether as employees, independent contractors or otherwise, physicians, physicians assistants, nurses, dentists, dental assistants, laboratory technicians, consultative and administrative personnel, and such other personnel as the Contractor deems appropriate. The Contractor warrants that its staffing level is sufficient to provide the services required by this Contract and otherwise fulfill its obligations required by this Contract. VPRJ is authorized to monitor and review staffing levels. The Contractor shall provide VPRJ with a Staffing Matrix, which shall be the operative Staffing Matrix under this Contract, subject to the approval of VPRJ. The Staffing Matrix approved by the VPRJ designee shall supersede any Staffing Matrix submitted in response to this RFP. The Staffing Matrix shall reflect staffing to be provided by occupation, by shift, and by date that each position must be filled. Intake should be staffed 24/7.

2.2.4.1 **Staffing Level Changes.** Staffing level changes as may be necessitated from time to time are to be determined by the mutual agreement of the Contractor and VPRJ with the appropriate adjustments to contract costs if position remains vacant more than 30 days. VPRJ shall be reimbursed at a daily rate of the average salary of that vacant position which would back date to the vacancy start date.

2.2.4.2 **Approval of Personnel.** VPRJ must approve each person employed or assigned by the Contractor to perform services at the jail. The Contractor shall request approval for each person before either making an offer of employment to or an assignment of that person to work the jail at least two (2) weeks prior to the date on which such person is to start working at VPRJ. The Contractor shall include with the request for approval for each person all information and authorization necessary for VPRJ to reject without cause the employment or assignment by the Contractor of any person to work at VPRJ.

2.2.5 **Approval of Personnel Schedule.** VPRJ must approve the Contractor's operational personnel schedule for the performance of services at VPRJ. The Contractor shall provide a personnel schedule subject to VPRJ's approval. The operational personnel schedule must i) include all personnel necessary to maintain a level of care in accordance with the standards established by the NCCHC, the ACA, and the VDOC; and ii) contain, at minimum, the personnel on duty for each shift and the occupations of all personnel on duty for each shift. The Contractor shall provide notice to VPRJ of any changes to the

personnel schedule and the Contractor shall obtain VPRJ's approval for any changes to the personnel schedule prior to the Contractor's implementation of such changes. The Contractor shall provide the operational personnel schedule monthly to VPRJ with a daily notification of any changes or updates to the schedule.

- 2.2.6 **VPRJ's Access to Personnel Records.** The Contractor, upon request by VPRJ, shall provide to VPRJ copies of personnel employment applications, resumes, personnel files, and personal contact information consisting of home address home phone number, mobile phone number, and e-mail address.
- 2.2.7 **Entry Transition.** Thirty (30) days prior to the Commencement Date of the Contract, the Contractor shall commence a thirty (30) day entry transition to include, but not limit itself to: i) personnel retention interviews, ii) medical records retention and conversion, and iii) any other transition requirements the Contractor needs to accomplish prior to the Commencement Date.
- 2.2.8 **Training of Personnel.** The Contractor shall develop a training curriculum, arrange a schedule, and conduct annual training for: i) all primary care physicians, specialty care physicians, dentists, and mid-level practitioners, ii) all nursing staff, mental health clinicians, and support staff, and (iii) all office staff and other personnel. The Contractor shall ensure personnel selected to provide services under this Contract attend and complete the annual training applicable to their service area prior to such personnel providing services under this Contract. The Contractor shall retain all appropriate forms and documentation demonstrating completion of the initial training by all personnel performing services under this Contract at VPRJ.
- 2.2.9 **Non-Disclosure Agreement.** The Contractor, any sub-contractor of the Contractor, and all personnel shall complete and execute an Agreement of Non-Disclosure. All completed forms shall be in the personnel records of the personnel, and shall be made available for inspection at the request of VPRJ. Contractor shall submit this form within 30 days of start for each contracted employee.
- 2.2.10 **Uniforms.** The Contractor shall cause the Contractor's personnel to wear a standard and alike uniform approved by the jail. All uniforms shall identify clearly the Contractor's personnel as an employee or sub-contractor of the Contractor.
- 2.2.11 **Personnel Report.** Prior to beginning the performance of the Contract and no less than once every month thereafter, or more frequently if the jail requests, the Contractor shall furnish a current personnel report of all employees assigned by the Contractor to provide services at VPRJ. This roster must include the person's name, employer, job title, and employment location. Further, upon employing or otherwise assigning a person to provide services at VPRJ and upon terminating or removing a person from the person's employment or assignment to provide services at VPRJ, the Contractor shall furnish

VPRJ with the name and job title of such person and the effective dates of such actions within two (2) hours.

2.2.12 Notice of Arrests and Protective Orders. The Contractor shall notify VPRJ prior to the next scheduled shift of learning of the arrest of or service of a protective order of any kind on any person assigned by the Contractor to perform services at VPRJ. The Contractor shall implement written procedures, which must be approved in writing by the jail, that require any employee of the Contractor who has been arrested for any offense to make a report of the employee's arrest to the Sheriff's Office within twenty-four (24) hours of the arrest.

2.3 Security Requirements.

2.3.1 Background Investigations.

- A. No person assigned by the Contractor to perform services at VPRJ will be allowed into VPRJ until the background investigation of that person has been completed and approved by VPRJ. The Contractor shall comply with all policies and procedures of VPRJ concerning criminal background investigations.
- B. To facilitate the background investigation process, the Contractor shall furnish VPRJ with the name, address, social security number, date of birth, and position for each prospective employee on a form, if any, prescribed by VPRJ.
- C. The Contractor and its employees shall make notification of any family member, close acquaintance, or known enemies housed at VPRJ during pre-employment or when known.

2.3.2 Drug Testing.

- A. The Contractor shall conduct pre-employment and pre-entry drug testing on all applicants who have been offered employment by the Contractor. The Contractor shall use a certified laboratory. The Contractor shall bear all costs associated with the pre-employment drug testing. No person on whom drug testing has not been conducted shall be assigned to work at VPRJ. The Contractor shall provide VPRJ the standards for drug testing upon which employment is based. Any positive results based on the Contractor's standards shall be shared with the medical liaison, the Investigations Department, and the Superintendent.
- B. The Contractor shall provide to VPRJ all positive results with justifications for requests for entry into VPRJ. VPRJ has absolute discretion for entry and re-entry into the jail.

- C. VPRJ will deny entry to the jail to any person assigned by the Contractor to work at VPRJ who appears to VPRJ staff to be under the influence of drugs or alcohol. If VPRJ suspects that a person assigned by the Contractor to work in the jail to be under the influence of drugs or alcohol, VPRJ may require that the person submit to drug and alcohol testing or other investigation, and the Contractor agrees to cause such person to submit to such testing or investigation.
- D. The Contractor shall incorporate and process random drug testing for the Contractor's personnel.
- E. If a person tests positive for illegal drugs or alcohol intoxication that violates jail policies, upon immediate notification by the Contractor, VPRJ shall remove the persons from the jail. All credentials (ID and Access Card) will be removed at the time of notification of a positive result.

2.3.3 Security Policies.

- A. The Contractor shall comply with all security-related policies and procedures of the jail and shall cooperate, as required by VPRJ, in any investigations arising out of services performed by the Contractor at VPRJ.
- B. The Contractor shall ensure that all of the Contractor's personnel comply with any and all rules, regulations, and procedures of the jail, including all security protocols. The Contractor shall address all questions to the appropriate technical representative of VPRJ. The jail will make available and explain rules, regulations, and procedures governing the entry and conduct of persons working inside the jail during employee orientation. VPRJ may deny entry to any person whom VPRJ staff suspects of a breach of security or for failure to follow published rules, regulations, or procedures. The Contractor shall secure and maintain all equipment, supplies, and materials pursuant to all appropriate accreditation standards; all standards set forth by the Virginia Administrative Code, the Code of Virginia, the VDOC; and any policies and procedure set forth by VPRJ.
- C. VPRJ staff may search persons and personal items of all personnel assigned by the Contractor to work in the jail at any time they are present at VPRJ or on its grounds. The Contractor's personnel shall obtain the jail's approval prior to bringing any items into or taking any items out of VPRJ. VPRJ may search or inventory, or both, all equipment, supplies, and materials at any time while on VPRJ grounds. The Contractor shall ensure that each person the Contractor assigns to work in the jail secures all equipment, supplies, and materials as may be directed by VPRJ so as not to present a threat to security or otherwise.

- D. The Contractor and the Contractor's personnel assigned to work at VPRJ shall not bring prohibited items into the jail, assist in attempted escapes or escapes from the jail, or engage in inappropriate/unlawful contact or interaction with Inmates. The Contractor's personnel shall not deliver, receive, or otherwise transfer any item to or from any Inmate at VPRJ. VPRJ will cause violations of this provision to be prosecuted.
- E. The Contractor shall ensure that their employees will remain at their assigned duty post in conformance with the Fair Labor Standards Act and Code of Virginia Employment Regulations. The Contractor will do their best to limit their personnel's movement to areas of the facility absent emergent need.

2.3.4 **Identification.** The Contractor shall require that each person assigned by the Contractor to work at VPRJ possess a valid government-issued identification card bearing a recent photograph that accurately depicts the person. The Contractor shall require all personnel to wear and visibly display the identification card issued by VPRJ at all times when present in the jail or on its grounds. The Contractor shall return the VPRJ-issued identification card to VPRJ's Director of Human Resources when the person to which it was issued is no longer assigned by the Contractor to work at VPRJ. There will be jail notification within two (2) hours of termination, facility transfer, or resignation. A \$25.00 fee will be charged to the Contractor for the loss of an employee's identification, and/or loss of access badge. A \$250.00 fee will be charged to the Contractor for not properly notifying VPRJ of an employee's termination, facility transfer, or resignation within two (2) hours.

2.4 **Medical Services Requirements.**

2.4.1 **Inmate Care.** The Contractor shall be solely responsible for making all medical services and health care related decisions with respect to the type, timing, and level of services needed by Inmates. Except as herein otherwise provided, the Contractor shall be the sole supplier and coordinator of all medical services, mental health services and referrals, and dental programs under this Contract and, as such, the Contractor shall have the sole authority and responsibility for the implementation, modification, and continuation of any and all such services for Inmates. The Contractor shall ensure that all medical services and mental health services are provided only pursuant to the appropriate medical standards of care and only in accordance with all appropriate accreditation standards, standards set forth by the Virginia Administrative Code, the Code of Virginia, the VDOC, and any additional policies and procedures set forth by VPRJ. Any standards missed by the Contractor shall be penalized at a rate of \$1,000.00 per occurrence.

2.4.2 **Daily Sick Call/Physician Clinic Service.** The Contractor shall conduct daily sick call and physician clinic services. The Contractor shall maintain sick call records. Inmates will have an opportunity to report a medical concern in writing (a sick call slip). All sick call slips must be date and time stamped, sorted, and triaged by a registered nurse or physician as soon as possible and not more than twenty-four (24) hours or by the end of

the next regularly scheduled work day. The Inmate must be seen by a physician or registered nurse within forty-eight (48) hours after the Contractor receives the sick call slip. All sick call slips will be placed in the medical record. Sick call/physician clinic services shall be available to Inmates at VPRJ, including those in general population, restricted housing units, special management units, and isolation units. The frequency of sick call/physician clinics will be determined by the Offeror, but at a minimum, sick call/physician clinics shall comply with the applicable NCCHC and ACA standards.

2.4.3 Emergency Medical Services. The Contractor shall provide emergency medical services twenty-four (24) hours a day, seven (7) days a week for all Inmates as set forth in the approved Staffing Matrix. The Contractor shall provide a physician available to meet any emergency or mass casualty situation at VPRJ within sixty (60) minutes of the Contractor's receipt of notice of such emergency or mass casualty situation.

2.4.3.1 Co-Payment Program. The Contractor shall report Inmate self-initiated sick call visits for medical, dental, pharmaceutical and other services as called for under any co-payment program implemented by VPRJ. The co-payment program shall be maintained in conformance with any applicable Commonwealth of Virginia, ACA, and NCCHC standards. Capitation payments to the Contractor by VPRJ for such Inmates are not impacted by the collection of such fees on the part of VPRJ. The Contractor at all times remains responsible for the completion and submission of all documentation necessary for the collection of co-payments and for implementing any revisions to such co-payment program initiated by VPRJ.

2.4.4 Inmate Initial Medical Screening.

- A. The Contractor shall provide an initial medical screening to each new Inmate upon the Inmate's arrival to VPRJ. The Contractor shall be available to provide such medical screening at any time (24 hours a day, seven (7) days a week, including holidays). The initial medical screening includes:
1. Documented inquiry into current illness, communicable diseases, alcohol/chemical use/abuse history, current medications, dental status and screening, and chronic health problems;
 2. Names of personal physician(s), dentist(s), and mental health provider(s) as well as all relevant health insurance information;
 3. Assessment to evaluate recent fever, cough, weight loss, night sweats, chest pain, abdominal pain, bleeding episodes, changes in urination or bowel habits including bleeding from either site, and skin rashes, and tuberculosis exam and testing, to include chest X-ray for all positive PPD (tuberculosis skin test) with signs and symptoms;
 4. Observation of state of consciousness, mental status, appearance, conduct, bodily deformities, ease of movement, and signs of trauma, bruises, lesions,

jaundice, rashes and infestations, and needle marks or other indications of drug abuse;

5. Documented explanation of procedures for access to medical, mental health, and dental services; and,
6. Disposition and placement in appropriate housing.

B. The Contractor shall, within 72 hours of an Inmate's commitment, perform an admission physical examination of any Inmate physically located at VPRJ. The Contractor shall perform physical examinations of any Inmate recommitted to VPRJ more than ninety (90) days after the performance of the initial admission physical examination of such Inmate. The admission physical examinations shall be completed by a physician, physician's assistant, or registered nurse assigned by the Contractor and trained in physical examination procedures. The Contractor shall ensure each admission physical examination performed by the Contractor's personnel includes, at a minimum, the following components:

1. Assessment of physical condition and mental status, including review of initial medical screening;
2. Complete history and physical and mental examination in accordance with the standards established by the NCCHC, ACA, and the VDOC;
3. Dental examination conducted by Dentist trained nursing staff;
4. For each chronically ill, stricken with serious communicable diseases, Hepatitis C positive, physically disabled, pregnant, frail, elderly, terminally ill, or developmentally disabled Inmate, the Contractor shall evaluate the Inmate and report any special needs or necessary accommodations to the VPRJ designee;
5. Any emergency health care treatment necessary based on the Contractor's medical assessment of the Inmate;
6. For each female Inmate, pelvic examination, as necessary, and body cavity searches as required by Virginia Code § 19.2-59.1 and PREA investigative requirements;
7. For each male Inmate, rectal examination if fifty (50) years of age or older, and body cavity searches as required by Virginia Code § 19.2-59.1 and PREA investigative requirements;
8. Psychological assessment and treatment plan, if indicated; and,
9. Diagnostic procedures, as indicated, including, but not limited to, radiological, nuclear medicine, laboratory, electrocardiogram ("EKG") testing, and electroencephalography testing.

2.4.5 Types of Physical Examinations. The Contractor shall perform the following physical examinations of Inmates as part of the services provided under this Contract:

A. Inmate food handler's history and physical examinations;

- B. Annual physical examinations of all Inmates who are in custody for more than 365 consecutive days;
- C. Work program and educational history and screening physical examinations, specific to the requirements of the program;
- D. Physical examination and laboratory testing requested by VPRJ for Inmates pre-approved for participation in trustee programs;
- E. Tuberculosis exam and testing completed, to include chest X-ray for all positive PPD (tuberculosis skin test) with signs and symptoms, once every 365 days for each Inmate, or more frequently if necessary;
- F. Human Immunodeficiency Virus (“HIV”) testing on any Inmate, if Contractor feels needed based on information provided;
- G. Other history and physical examinations, as required, performed only in accordance with NCCHC, ACA, and VDOC;
- H. Rectal examination of any Inmates, when deemed medically necessary; and,
- I. Body cavity searches of any Inmates when VPRJ provides appropriate court documents.

2.4.6 **Additional Service Requirements.** The Contractor shall maintain EKG services, radiology services, dialysis services, laboratory services, and phlebotomy services available at VPRJ for use by the Contractor’s personnel when necessary in the course of examination or treatment of Inmates under this Contract.

- A. **EKG Services.** The Contractor shall maintain EKG services, and all necessary equipment and supplies for such services, on site at the medical infirmary of VPRJ for use under this Contract. The Contractor shall provide and maintain all EKG service equipment and supplies in accordance with Section 2.9.
- B. **Radiology Services.** The Contractor shall maintain radiology services, and all necessary equipment and supplies for such services, on site at the medical infirmary of VPRJ for use under this Contract. The Contractor shall provide and maintain all radiology equipment and supplies in accordance with Section 2.9. The Contractor shall arrange the scheduling and performance of all radiology services by only a registered technician, including interpretation and production of a written report by a board certified radiologist. X-ray reports requiring immediate medical attention by a practitioner shall be called in to the Contractor immediately. Written reports in all cases shall be submitted to the Contractor within twenty-four (24) hours of the x-ray examination.
- C. **Dialysis Services.** The Contractor shall maintain dialysis services, and all necessary equipment and supplies for such services, on site at the medical infirmary of VPRJ for use under this Contract. The Contractor shall provide and maintain all EKG service equipment and supplies in accordance with Section 2.9.

- D. **Laboratory Services.** The Contractor shall be responsible for preservation of all medical laboratory services and supplies associated with Inmate medical services provided under this Contract, with the exception of any testing for sexually transmitted diseases, which will be performed by the Virginia Department of Forensic Science (“VDFS”). The Contractor shall provide all laboratory supplies in accordance with Section 2.9. The Contractor shall transport any laboratory specimens taken from Inmates, excluding any laboratory specimens taken from Inmates sent by VPRJ to the VDFS. The Contractor shall track the results of all Inmate laboratory specimens; however, the Contractor is not required to track the results of specimens tracked by VPRJ (i.e. buccal swabs, DNA). The Contractor shall provide any court ordered lab services, including but not limited to any temporary detention order lab services. STAT testing availability is expected at the Facility.
- E. **Phlebotomy Services.** The Contractor shall provide nursing staff trained in phlebotomy services. The Contractor shall provide any phlebotomy services necessary for the provision of medical care and services to Inmates under this Contract.
- F. **Special Needs Services.** The Contractor shall evaluate all chronically ill, serious communicable diseases, Hepatitis C, physically disabled, pregnant, frail and elderly, terminally ill, and developmentally disabled Inmates and report this information to VPRJ.
- G. **Dietary Review Services.** The Contractor shall ensure special medical diets are ordered to be served to any Inmates when medically necessary. Such special medical diets may include, but are not limited to, mechanical soft, low sodium, diabetic diets approved by the American Diabetic Association, full liquid diets, and food allergy diets.
- H. **Transfer and Discharge.** The Contractor shall ensure the appropriate transfer of medical and mental health information occurs when an Inmate is transferred between facilities. The Contractor shall provide, upon the transfer of any Inmate from VPRJ, any medical and mental health information for such Inmate to the facility to which that Inmate is being transferred. The Contractor shall request, upon the transfer of any Inmate to VPRJ, any medical and mental health information for such Inmate from the facility from which that Inmate was transferred.
- I. **Telemedicine.** In an effort to reduce movement and to reduce costs, the Contractor shall maintain and utilize Telemedicine services to provide health care to Inmates at VPRJ. The Contractor shall maintain an electronic log documenting the use of Telemedicine equipment to include, but not be limited to, the following:

- A. The date used;
- B. The location of where it was used (e.g. infirmary, office, exam room, etc.);
- C. The time used;
- D. The reason for equipment's use (e.g. in-service, HIV consult, outpatient specialty consult, etc.);
- E. Inmate name and number; and,
- F. Participants (medical staff) in the process.

2.4.7 Specialty Medical Service Providers.

2.4.7.1 List of Specialty Medical Service Providers. The Contractor shall maintain and provide a written list of qualified specialized physicians.

2.4.7.2 Inmate Referral Report. The Contractor shall develop and maintain a system for tracking and monitoring each Specialty Referral Request at VPRJ. The Contractor shall submit a monthly report to the jail in a form approved by VPRJ, and each report must contain the following information:

- A. The Inmate's name;
- B. The referring physician;
- C. The date of referral;
- D. Type of request;
- E. The date of specialty medical service provider consultation appointment (and, in the event the Inmate refuses the consultation, a notation in the file noting such refusal);
- F. The result of the appointment;
- G. The summary of any alternative treatment plans; and,
- H. The date the Inmate was notified of the disposition of the referral request.

2.4.8 Mental Health Services.

2.4.8.1 Initial Mental Health Risk Screening. The Contractor shall perform a mental health risk screening on each Inmate during the initial medical screening required by Section 2.4.4 in addition to an Inmate returning from segregation or upon special circumstances (i.e. death notification, altercation, etc.). During each mental health risk screening, the Contractor shall make inquiry into the Inmate's current mental health status, including but not limited to the Inmate's suicide potential, any prior psychiatric treatment, and current and past medication use. The Contractor shall ensure the personnel performing the mental health risk screenings pursuant to this Contract are trained to recognize signs and symptoms of mental illness, the indicators of the potential for self-harm, and signs of depression. The Contractor shall comply with the jail's Standard Operating Procedure for referring Inmates to Colonial Behavioral Health, the local CSB, for an emergency assessment.

2.4.8.2 Mental Health Intake Assessments.

- A. The Contractor shall perform mental health intake assessments for any Inmates referred to the Contractor for mental health services in any of the following ways:
 - 1. Referral on the basis of mental health crisis, including suicidal threats and behavior;
 - 2. Referral based on the results of the mental health risk screening performed pursuant to Section 2.4.8.1;
 - 3. Referral regarding prescriptions of psychotropic medication;
 - 4. Assignment to special needs status in accordance with NCCHC standards;
 - 5. Referral due to a history of psychiatric hospitalization;
 - 6. Referral at the request of any health services staff, on or off-site or other jail staff; and,
 - 7. Self-referral by Inmate.

- B. The Contractor shall perform the mental health intake assessment in accordance with all NCCHC, ACA, and VDOC standards. The Contractor shall ensure each mental health intake assessment is conducted only by qualified personnel in accordance with Section 2.2.3.1.

- C. During each mental health intake assessment, the Contractor shall make inquiry into, at a minimum:
 - 1. Inmate's history of previous inpatient and outpatient mental health treatment;
 - 2. Inmate's current and historical use of psychotropic medications;
 - 3. Inmate's current suicidal ideation and history of suicidal behavior;
 - 4. The existence of or signs of depression;
 - 5. Inmate's drug and alcohol history;
 - 6. Inmate's history of violent behavior;
 - 7. Inmate's history of self-mutilating behavior;
 - 8. Inmate's history of victimization due to criminal violence;
 - 9. Inmate's history of special education placement; and,
 - 10. Inmate's history of head injury or seizures.

- D. The Contractor shall coordinate extended care of mental health conditions for any Inmates who have been released from jail custody through hospitals and providers, including mental health services in conjunction with Colonial Behavioral Health and the Community Criminal Justice Board.

2.4.9 **Dental Services.** The Contractor shall provide dental services on-site at VPRJ for Inmates, including dental services to address dental injury and pain, to eliminate infection and diseases, to address any necessary emergency dental treatment, and to provide limited preventative dental care. The Contractor shall conduct a dental screening and

examination on each Inmate during the initial medical screening required by Section 2.4.4 in accordance with all NCCHC, ACA, and VDOC standards.

2.4.10 Emergency Medical Services for Public on VPRJ property. The Contractor shall provide emergency medical care for any member of the public in need on the property of VPRJ in the event of accidents or incidents requiring an emergency medical response.

2.4.11 On-Call and Call-Back Coverage. The Contractor shall designate a physician to be “on-call” and available to provide services to VPRJ 24 hours-a-day, every day of the year, including holidays. The Contractor shall arrange for sufficient physicians, nursing staff, and other support staff to be available on a daily basis for any “call-back” needs to meet any emergency or mass casualty situations that may arise at VPRJ.

2.4.12 Pharmaceutical Contractor. The Contractor shall utilize the services of the pharmaceutical contractor under contract with the jail for the provision of all necessary over-the-counter and prescription medication for the Inmates. The Contractor shall return any unused eligible medications to the jail’s pharmaceutical contractor on a basis that is no less frequently than weekly. The Contractor shall, in good faith, comply with the jail’s Pharmaceutical Contractor’s formulary.

2.4.13. Off-Site Services.

2.4.13.1 Use of Hospitals. The Contractor shall utilize, in good faith, the local hospitals for any off-site services required to be provided to any Inmates. If the circumstances do not permit the use of a local hospital, the Contractor may utilize other hospitals. Refer to Section 2.4.17.

2.4.13.2 Establishment of Off-Site Service Arrangements. The Contractor shall arrange for the provision of services by off-site service providers including, but not limited to, local hospitals, emergency medical transport service providers, and any necessary out-patient service providers in the event necessary medical services cannot be provided by the Contractor. The Contractor shall be solely responsible for establishing necessary contracts with any such off-site providers. The Contractor shall provide the jail with periodic reports comparing anticipated utilization data of off-site providers and actual utilization data of off-site providers, along with analysis of variances. The Contractor shall be responsible for all costs of medical, diagnostic, clinic evaluation, and treatment services provided by off-site providers. The Contractor shall provide daily reports to VPRJ regarding any Inmate being treated by an off-site provider.

2.4.13.3 Monthly Reports of Off-Site Services. The Contractor shall provide monthly reports to the jail detailing off-site referrals of Inmates, including the status of canceled or postponed visits.

2.4.13.4 Utilization Management and Cost Containment. The Contractor must establish a utilization management program for the review and analysis of on-site medical services and off-site referrals to preferred providers including sub-specialty and inpatient hospital length stays and associated costs. The utilization management program must include non-urgent hospitalization pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures. The utilization management program must demonstrate that the use of off-site services has been appropriate (medically indicated) and that the length of stay (if applicable) is neither longer nor shorter than medically needed.

2.4.14 Grant Programs and Consultants. VPRJ reserves the right to enter into grant funded program contracts for the provision of medical services. VPRJ, in his sole discretion, may enter into contracts with consultants and organizations for the provision of medical and dental consulting services. This Contract shall in no way interfere with VPRJ's rights under this Section.

2.4.15 Expansion of Services. Any new or additional medical services, mental health services, and dental services required by the jail after the Commencement Date shall be provided by mutual written agreement of the parties.

2.4.16 Hazardous Waste Disposal. The Contractor shall collect and package all contaminated materials and medical waste that are the result of the day-to-day operations at VPRJ in accordance with current Occupational Safety and Health Administration ("OSHA") standards and the laws and regulations of the Commonwealth of Virginia. The Contractor shall be responsible for the storage and minimum weekly disposal of such contaminated materials and medical waste.

2.4.17 Medical Transportation. The Contractor shall arrange for, and bear any cost of, the provision of ambulance transportation services for any emergency medical transfers of Inmates to off-site locations. VPRJ will provide adequate security for all emergency medical transfers of Inmates. VPRJ will provide all "non-emergency" Inmate transportation services including, but not limited to, transportation of Inmates to and from clinics, physician offices, and off-site medical buildings. The Contractor shall cooperate and assist VPRJ with all "non-emergency" Inmate transportations. The Contractor shall reimburse VPRJ for the cost of transports of Inmates off-site and outside of James City County at a cost of \$500.00 per round-trip transport. For all unscheduled "non-emergency" transports within James City County, there will be a \$100.00 round trip transport fee.

2.5 Electronic Medical Records System.

2.5.1 Medical Records. The Contractor's personnel shall properly and adequately record in each Inmate's medical record any services provided to such Inmates. The Contractor's recordation of any services in an Inmate's medical record shall be performed in

accordance with applicable requirements of governmental and accrediting agencies including the NCCHC, the ACA, PREA, and the VADOC. Medical records shall include, but are not limited to, all records, including paper and electronic records made and maintained during the course of medical, dental, and mental health evaluation and treatment of Inmates, such as medical records, dental records, mental health records, forensic evaluations, orders, progress notes, consultation and laboratory requests and reports, therapy notes, and all reports received from off-site hospitals, emergency rooms, and clinics. The Contractor shall establish a system for the uniform preparation and maintenance of medical records by the Contractor's personnel, including the notes kept by on-site and off-site practitioners or group therapists. The Contractor shall maintain accurate, comprehensive, legible, up-to-date medical records on each Inmate under the Contractor's care. The Contractor shall maintain complete and accurate medical records of all Inmates in accordance with applicable Virginia and federal standards. The Contractor shall maintain an electronic medical record entry for each Inmate under the Contractor's care. To the extent the Contractor is governed by the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") as it relates to Protected Health Information as defined in the Act, the Contractor shall comply with HIPPA.

2.5.2 Medical Records Property of VPRJ. All medical records prepared by the Contractor shall be the sole property of VPRJ.

2.5.3 Release of Inmate Medical Records. The Contractor shall keep Inmate electronic medical records separate from Inmate confinement records. When an Inmate is transferred from VPRJ to an off-site location for medical services, the Contractor shall furnish a complete copy of the Inmate's medical record to accompany the Inmate to the off-site location. The Contractor shall keep all Inmate medical records confidential in accordance with all applicable laws. The Contractor shall follow VPRJ policy when Inmates and VPRJ staff request access to Inmate medical records, subject to applicable law regarding confidentiality of such records. The Contractor shall assist VPRJ in responding to official requests for medical records pursuant to Virginia or federal laws. The Contractor shall not release any information contained in the Inmate medical records, except as provided by VPRJ policy, by a court order, or otherwise in accordance with applicable law. When an Inmate is transferred from VPRJ to a different facility, the Contractor shall furnish a complete hard copy of the Inmate's medical record to accompany the Inmate to the new facility. Upon termination of the Contract, the Contractor shall provide VPRJ with a complete copy of all Inmate medical records in the Contractor's possession. All release of records notification shall be provided to the jail's designee for Freedom of Information Act ("FOIA") requests, court orders, etc.

2.6 Policy and Procedure Development.

2.6.1 Annual Policy Reviews.

- A. In order to ensure continuity of services without interruption, it is essential that all necessary policies, procedures, manuals, and forms be in effect as of the Commencement Date of this Contract.
- B. On an annual basis, the Contractor shall review and update all medical, dental, and mental health policies, procedures, manuals, and forms necessary for fulfilling its obligations under this Contract and the standards of NCCHC, the ACA, and VDOC. The Contractor shall ensure all medical, dental, and mental health policies and procedures comply with the standards of the NCCHC, the ACA, the VDOC, the Virginia Department of Public Health, and the Virginia Board of Registration in Medicine, and be consistent with any other applicable federal, state, and local regulations, and VPRJ policies.
- C. Upon completion of the annual review required by section 2.6.1 (B), and whenever requested by the jail, the Contractor shall provide VPRJ with copies of all such policies, procedures, manuals, and forms in an electronic format. All policies, procedures, manuals, and forms developed by the Contractor are the property of VPRJ.

2.6.2 **Multidisciplinary Committee on Policies and Procedures.** The Contractor shall establish a multidisciplinary committee consisting of Contractor personnel and VPRJ staff. The multidisciplinary committee will conduct quarterly policy and procedure review, develop new policies and procedure relating to the provision of medical services, and monitor the policies and procedures of VPRJ. The Contractor's implementation of all policies, procedures, manuals, and forms which impacts their operations within the jail shall be subject to the approval of VPRJ. The Contractor shall provide copies of all such policies, procedures, manuals, and forms on a CD in the most recent Microsoft Word format.

2.6.3 **Grievance Procedure.** The Contractor shall, in accordance with Section 2.6.1, develop policies and procedures for handling Inmate grievances regarding the Contractor's provision of medical services. The Contractor's procedure must include a system for tracking grievances from receipt of the grievance from an Inmate to resolution of the grievance. The Contractor shall provide a response to any grievance received from an Inmate within 72 hours of the Contractor's receipt of the grievance. The Contractor shall generate a weekly report of all grievances received from Inmates. Each weekly report must include a list of any grievances received since the previous weekly report was generated by the Contractor, and each weekly report must state, at a minimum, the Inmate's name and identification number who submitted the grievance, the date of the Contractor's receipt of the grievance, a description of the grievance, and a final disposition (if applicable).

2.6.4 **Quality Improvement/Assurance.** The Contractor shall conduct a quarterly program and financial review of the Contract with VPRJ. The Scope of the review shall be determined at time of award.

2.7 **Case Reviews, Annual Training, and Personnel Compliance.**

2.7.1 **Peer Review, Mortality Review, and Case Review.** The Contractor shall participate in peer review, mortality review, and case review. The Contractor shall develop a schedule of such review activities and provide the schedule to VPRJ for review and approval. The Contractor shall cooperate and assist in any investigation, peer review, mortality review, and case review performed by VPRJ or any consultant retained by VPRJ.

2.7.2 **Policy Compliance Audits.** The Contractor shall cooperate and assist VPRJ in preparation and response to periodical internal policy compliance audits.

2.7.3 **Staff Meetings.** All of the Contractor's personnel shall attend any staff meeting required by VPRJ, including, but not limited to, quality assurance reviews, risk management reviews, reviews required under Section 2.7.1, and administrative meetings. The Contractor shall provide continued coverage that does not adversely affect operations of the facility during meetings.

2.7.4 **Personnel Time-Keeping Practices.** The Contractor, upon request of VPRJ at any time, shall submit annual payroll hour reports for all services performed under this Contract by the Contractor's personnel, subcontractors, and independent contractors.

2.7.5 **Annual Training and Certification.** The Contractor, within ten (10) days of the Commencement Date of the Contract and upon each anniversary of the Commencement Date during the term of the Contract shall identify required training necessary for all of the Contractor's personnel as required by each medical discipline and determine how the required training is to be accomplished for the Contractor's personnel. The Contractor shall confirm in writing to VPRJ during each annual review that all certifications and re-certifications are completed for all of the Contractor's medical personnel providing services under this contract.

2.8 **Accreditation and Inspections.**

2.8.1 **Receipt of Accreditation.** If VPRJ provides the Contractor with notice that VPRJ is pursuing NCCHC or ACA accreditation for the jail, the Contractor shall receive such accreditation within twelve (12) months of receiving such written notice from VPRJ. Should the Contractor not meet this deadline, there will be a \$1,000.00 fee imposed. Upon the Contractor's receipt of such accreditation, the Contractor shall maintain such accreditation throughout the term of the Contract.

2.8.2 **Cooperation in Accreditation Audit Reviews.** The Contractor shall cooperate with and assist VPRJ in the preparation and response to any comprehensive audit reviews performed by accreditation representatives. Upon receipt of notice from VPRJ of any such audit review, the Contractor shall designate a member of the Contractor's personnel assigned to assist VPRJ with responding to such audit review.

- 2.8.3 **Completion of Accreditation Training.** The Contractor and all of the Contractor’s personnel shall complete periodic accreditation training as required by the VPRJ Accreditation and Standards Office.
- 2.8.4 **Virginia Department of Corrections and Inspections.** The Contractor shall meet or exceed all VDOC established standards in the Contractor’s operation and provision of services under this Contract. The Contractor shall assist and comply with all VDOC “Life, Health, and Safety” inspections.

2.9 **Equipment, Supplies, Utilities Requirements.**

- 2.9.1 **Equipment Requirements.** VPRJ will make available to the Contractor, for use in the performance of the services under this Contract, all equipment located in the medical department, and medical services area of the jail. The Contractor shall maintain all such equipment, monitor all warranties on such equipment, and ensure preventative maintenance is performed in accordance with any such warranties. The Contractor shall maintain all warranty agreements by ensuring timely, routine maintenance is performed according to all applicable equipment manufacturer agreements. The Contractor shall immediately notify VPRJ if the Contractor becomes aware that any equipment is inoperable or is otherwise in need of replacement.

The Contractor shall obtain the prior written approval of VPRJ for any equipment the Contractor intends to bring into or onto the grounds of the jail. The Contractor shall provide all cell phones, pagers, handheld devices, and computer equipment. The Contractor shall keep any equipment provided by the Contractor in properly maintained condition. The Contractor shall pay any and all costs associated with the maintenance, repair, service, and replacement of its equipment. The Contractor shall be responsible for procurement, replacement, and maintenance of equipment of like or equal value. The Contractor is responsible to provide all-inclusive medical equipment and products needed to provide medical treatment to Inmates. These items include, but are not limited to, mattresses, linens, medical related clothing and shoes, etc. Upon termination of the Contract, all equipment shall become the property of VPRJ. Destruction of any equipment will be the sole responsibility of the Contractor. Procurement and disposal of equipment shall be coordinated through the VPRJ designee.

- 2.9.2 **Equipment Use by Personnel.** The Contractor shall not permit personnel to operate equipment in the jail in the performance of services under this Contract until such personnel have completed training in the use of such equipment. The Contractor shall bear the responsibility for any loss or damage to any VPRJ-owned equipment made available to the Contractor pursuant to Section 2.9.1. The Contractor shall only use the VPRJ premises and the equipment made available pursuant to Section 2.9.1 for the performance of obligations under the contract.

- 2.9.3 **Contractor to Provide Additional Medical Equipment and Supplies.** The Contractor shall be responsible for providing all additional medical equipment and supplies necessary to perform the services required under the Contract.
- 2.9.4 **Utilities for the Jail.** VPRJ will pay all costs of utilities for the jail.
- 2.9.5 **Cleanliness of Medical Facility.** The Contractor shall be responsible for cleaning and sanitizing the infirmary and all medical areas of the jail. Any cleaning and sanitizing must be performed by qualified personnel.
- 2.10 **Contractor Assistance Upon Termination.**
- 2.10.1 **Cooperation by Contractor.** The Contractor shall, within thirty (30) days of receipt of a written request from VPRJ, provide VPRJ with the following: (i) inventory lists of medical supplies and any stock medications on-hand; (ii) equipment lists including maintenance records and current equipment condition; and (iii) policies, procedures, manuals, and forms developed by the Contractor.
- 2.10.2 **Transition Period.** The Contractor shall participate in a sixty (60) day transition period upon termination of the Contract. The Contractor shall cooperate and support such transition period to ensure the successful transition to new providers without interruption of services to VPRJ.
- 2.10.3 **Medical Records System Transition.** The Contractor shall, upon termination of the Contract, provide VPRJ with all Inmate medical records and related files. The Contractor shall assist VPRJ in the transfer and migration to a compatible system of electronic Inmate medical records and related files.
- 3.0 **Proposal Contents.** The proposal must include all the information set forth in this section and be organized as set forth in this section. In addition to the original, the Offeror shall submit (i) **four (4)** complete, bound paper copies of its proposal, and (ii) electronic copies in a portable document format readable by the Adobe Reader program and in (the most recent) Microsoft Word format that can be searched and edited.
- 3.1 **Tab 1 – Signed Forms.** This tab must include the completed and signed Signature Sheet, Addenda Acknowledgement, and State Corporation Commission Form, included with this Request for Proposals.
- 3.2 **Tab 2 – Statement of Scope.** This tab should concisely state the Offeror’s understanding of the scope of services requested by the Request for Proposals.
- 3.3 **Tab 3 – Executive Summary.** This tab should provide a brief summary of the proposal’s contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three (3) pages.

3.4 **Tab 4 – Key Personnel.** This tab should identify each of the Offeror’s employees who will provide services pursuant to any contract resulting from this Request for Proposals. The identified employees must include all managers and supervisors who will perform services at or for the jail.

A. For each employee, this tab should include the following, in the format of a resume or curriculum vitae:

1. Name and title;
2. Proposed function in providing the Offeror’s services under any contract resulting from this Request for Proposals;
3. Educational background;
4. Licenses held, if any;
5. Professional registrations and memberships, if any; and,
6. Years of relevant experience and description of that experience.

B. This tab should include an organization chart describing the reporting relationships between the assigned employees.

C. This tab should describe the Offeror’s hiring process and standards for employees the Offeror plans to hire after the Offeror is awarded the Contract.

3.5 **Tab 5 – Offeror History.** This tab should include a comprehensive narrative history of the Offeror’s organization, including its size, the number of years it has been in business, its legal structure, its organization chart, its particular expertise in providing the medical services required by this Request for Proposals, and a copy of its most recent audited financial statements. This section of the proposal must contain the following organization information and data for the Offeror’s organization:

A. If a corporation:

1. The state of incorporation;
2. The date of incorporation;
3. The principle place of business;
4. The Federal I.D. number;
5. Whether the corporation is a Subchapter S corporation;
6. The name, position, address, and number of years in position of each officer and director; and,
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and,

4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.
- C. If a partnership:
1. The state in which the partnership was formed;
 2. The date formed;
 3. The type of partnership; and,
 4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.
- D. If a joint venture:
1. Date of formation;
 2. Name and address of each joint venture partner;
 3. The name and address of the principals of each joint venture partner; and,
 4. The percentage of interest of each joint venture partner.
- E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.
- F. This tab should provide the Offeror's total number of employees.
- G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.
- H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.
- I. This tab must include the following statement signed by the Offeror's contractually binding authority:

By submitting its proposal (Insert Legal Name of Offeror) (The "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the

time between the submission of its proposal and VPRJ's announcement of its decision to award the Contract, the Offeror will furnish VPRJ with any changes or additions to such information necessary to ensure that this remains accurate, complete, and up-to-date.

- 3.6 **Tab 6 – Experience.** This tab should describe in detail the Offeror's experience in the following areas:
- A. As an organization formed and maintained for the purpose of providing the services described in this Request for Proposals.
 - B. As the prime or general contractor managing the provision of the services described in this Request for Proposals in correctional facilities similar to VPRJ.
 - C. Specify corporate experience in providing correctional health care. Include information such as number of employees employed by the corporation, annualized dollars of payroll, and number of years in business.
 - D. Describe previous and current contracts including client's name, address, telephone number, date of original contract and expiration date, number of renewals (if applicable), and type and size of facility.
 - E. Specify currently operated facilities that are accredited. Please include the name of the facility, accrediting agency (e.g. American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC)), and include dates of re-accreditation.
 - F. Describe experience with similar contracts and highlight evidence of achievements in this area.
- 3.7 **Tab 7 – References.** This tab must include contact information for all correctional facilities for which the Offeror has provided and managed the provision of all of the services described in this Request for Proposals for at least one (1) year during the past five (5) years. The required contact information includes (i) the name of the organization with which the Offeror contracted, (ii) the name and type of the facility, (iii) a brief description of the services provided to the organization for the facility, (iv) when the contract commenced and the duration of the contract, (v) the name and the title of a contact person (who should be the contract administrator) knowledgeable about the Offeror's performance, (vi) the contact person's mailing address, telephone number, and e-mail. By signing this proposal, the Offeror grants its consent for VPRJ to contact the Offeror's references for purposes of evaluating the Offeror for this procurement and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.
- 3.8 **Tab 8 – Project Approach.** This tab should describe in detail the Offeror's approach for providing each and every service and deliverable required by this Request for Proposals. This description should include, but by no means be limited to, the Offeror's proposal for furnishing the following documents:

- A. Detailed description of Offeror’s management process and program approach that will allow for achieving program goals and objectives;
 - B. Describe how services will be delivered to the Inmate population and the roles of your staff in the delivery system;
 - C. Discuss fiscal management practices of your program that would benefit VPRJ; and,
 - D. Explain what VPRJ would gain by retaining your company.
- 3.9 **Tab 9 – Subcontracting.** This tab should identify any of the required services that the Offeror intends to subcontract, if any, providing the following information for each such service:
- A. Reasons for subcontracting;
 - B. Proposed subcontractor responsibilities; and,
 - C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant information.
- 3.10 **Tab 10 – Litigation History.** The Offeror must submit a listing of legal claims, closed and pending, relating to Inmate health services, problems or disputes over the Offeror’s performance on contracts or projects held during the past ten (10) years, specifying the jurisdiction of the case and type of case (i.e. state tort claims, malpractice, civil rights – individual verses class action, etc.). Cases should be separated by type of litigation, i.e. state tort, malpractice, federal civil rights violation cases (identified as individual or class action), or related to contract terms, termination, breach, or failure to perform. The Offeror must provide information on any legal settlements within ten (10) years as well with the dollar amount listed and terms of the agreement described. The same must be provided for any firms proposed as subcontractors to the Offeror. The Offeror must also specifically disclose any jails, prisons, counties, cities, or states operating a jail or prison the Offeror as sued.
- 3.11 **Tab 11 – Financial Statements.** VPRJ will evaluate proposals on the basis of the Contractor’s financial stability and the Contractor’s capacity to undertake and sufficiently support the project. Each proposer must include a copy of the most recent independent financial audit and accompanying financial statements of the Contractor to establish sound financial condition and sufficient backing for depth of support to a contract of this size and complexity. If financial issues exist for the corporation, whether publicly traded or privately held, they must be clearly identified and a plan of corrective action submitted as well to demonstrate appropriate issues initiatives to address the financial concern. An unsatisfactory ranking with regard to financial issues may be grounds for VPRJ to reject the proposal and eliminate it from further consideration.
- 3.12 **No Price Proposal.** Pursuant to the Code of Virginia §2.2-4301, this Request for Proposals does not request that offerors furnish estimates of man-hours or costs for services with the Offeror’s proposal.

3.13 **Penalties.** Specific penalties are set forth in Addendum D attached herein for non-compliance with specific deliverables set forth in this RFP.

4.0 Evaluation Criteria. The Evaluation Committee will use the following evaluation criteria in raking and selecting Offerors for negotiation pursuant to this Request for Proposals:

Available Points

- A. **Medical Expertise, Education, and Correctional Medicine Experience...** 25 Pts.
This criterion considers the Offeror's experience (1) with high risk patients, (2) in an urban locality, (3) with level 1 trauma, (4) the Offeror's staffing matrix, and (5) the physicians experience with emergency and correctional medicine. The qualifications of the Offeror's personnel must align with the scope of work outlined in Part 1 of this RFP.

- B. **Experience in managing a large, On-Site Correctional Medical Staff.....**20 Pts.
This criterion considers both the qualifications of the Offeror's (1) years in correctional medicine, (2) current contracts in like size facilities, (3) the results of industry background checks and client reference checks, (4) all law suits, and (5) both successful and unsuccessful transitions.

- C. **Accessibility**10 Pts.
This criterion considers the degree of accessibility that the contractor will be able to provide who will be administering this contract. This criterion recognizes the need for close cooperation and communication between VPRJ and the Contractor in order to achieve optimal results.

- D. **Mental Health Services plan.....**15 Pts.
This criterion considers the Offerors plan on the provision of mental health services to the inmate population based upon the Average Daily Population. Factors include, but does not limit itself to staffing, mental health delivery process, temporary detention order process, staff proficiency with the electronic health records system, availability of staff for emergency situations, etc.

- E. **Inmate Discharge Plan** 10 Pts.
This criterion considers the Offerors plan to address

- F. **Training**20 Pts.
This criterion takes into consideration the pre-set schedule training schedule provided by Offeror to VPRJ staff as well as relevant subject matter which takes into consideration potential changes in state law every July 1.

IV. PART 2
INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Explanations to Offerors.

1.1.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten (10) business days prior to the closing date to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the Offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each Offeror may have different needs for information, that Offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.1.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the Contract. Any explanation, interpretation, or modification of the Request for Proposals that is pertinent to all solicited Offerors will be made only by an addendum duly issued by VPRJ, a copy of which will be mailed or delivered to each Offeror known to have received the Request for Proposals. VPRJ shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of VPRJ before the expiration of the ultimate time set for the receipt of proposals.

1.1.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by VPRJ will be provided copies of addenda. If an Offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e. that relates to price, quantity, quality, or delivery) and (ii) is not merely administrative, VPRJ may consider that Offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The Offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by VPRJ. The Offeror shall be solely responsible for verifying the existence of all addenda items.

1.2 No Contact Policy. Any contact with any VPRJ officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in Section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the Offeror from this procurement.

- 1.3 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request from Proposals. This Request for Proposals also includes a sample of VPRJ's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of incorporated into this Request for Proposals.
- 2.0 **Preparation of Proposals.**
- 2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the Offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
- 2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements set forth in the Request for Proposals.
- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the Offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the Offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.
- 2.4 **Faith-Based Organizations.** VPRJ does not discriminate against faith-based organizations. By signing its proposal, the Offeror, if a faith-based organization, agrees that it understands the requirements of the Code of Virginia §2.2-4343.1.
- 2.5 **Licenses, Permits, and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits, or fees required by VPRJ or the Commonwealth of Virginia.

2.6 **Public Inspection of Records.**

- 2.6.1 **In General.** All proceedings, records, contracts, and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen for the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.
- 2.6.2 **Inspection by Offerors.** Any Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that VPRJ decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 2.6.3 **Proprietary Information.** Pursuant to the Code of Virginia §2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the Offeror (i) invokes the protections of the Code of Virginia §2.2-4342(F) prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for VPRJ to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to VPRJ. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for VPRJ to reject the proposals.
- 2.7 **Use of Brand Names.** Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the Offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the Offeror’s pricing is for the article mentioned and not an approved equal, and the Offeror will be required to deliver the exact article specified. VPRJ shall decide, in its sole discretion, if a proposed equal will be approved.
- 2.8 **Descriptive Literature.** Each Offeror shall submit with its proposal descriptive literature of equipment or supplies that the Offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by VPRJ and should not mention be made to the contrary, the description shall be construed to mean that the Offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with VPRJ’s specifications, and VPRJ will evaluate the Offeror’s proposal accordingly.

2.9 **Exceptions.**

- A. An exception is any condition, limitation, qualification, restriction, term or other deviation from the requirements of the Request for Proposals that is a condition of the Offeror's proposal or that the Offeror expects to become part of a contract with VPRJ. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an Offeror during the evaluation stage or the negotiation state of the procurement process.
- B. The Offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:
 - 1. If the Request for Proposals is one for "information technology" as defined in the Code of Virginia §2.2-2006, the Offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the Offeror is selected for negotiations, the Offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
 - 2. If the Request for Proposals is one for architectural or professional engineering services, the Offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to the Code of Virginia §2.2-1132 until after the qualified Offerors are ranked for negotiations. If the Offeror is selected for negotiations, the Offeror shall state any exception to any proposed contractual term or conditions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
- C. If the Offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the Offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 **Warranties and Representations of Offeror.**

- 3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that the Offeror is in compliance with all terms and conditions of this Request for Proposals.
- 3.2 **Ethics in Public Contracting.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that (i) it has not violated any provisions of

federal law or the Code of Virginia, (ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with its proposal and (iv) it has 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. The Offeror further warrants and represents that no officer, employee, or other person whose salary is payable in whole or in part by VPRJ is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the Offeror warrants and represents that the provisions of the Code of Virginia §2.2-4367 – 2.2-4377 pertaining to Offerors, contractors, and subcontractors apply to this Request for Proposals and any resulting contract. The Offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that VPRJ may award to the Offeror and the Offeror shall pay to VPRJ the full price agreed by VPRJ to be paid for the supplies, materials, equipment, or services to be furnished under its proposal.

- 3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents that the Offeror is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this proposal or in the contract proposed to be entered into.
- 3.4 **No Debts Owed.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that it is not in arrears to any entity, be it private or government; is not a defaulter, as surety or otherwise, upon any obligation to any entity, be it private or government; and has not been delinquent or unfaithful in any former contract with any entity, be it private or government.
- 3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that neither its organization nor any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that it is in compliance with the provisions of Section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions including within this Request for Proposals and, further, that the Offeror’s firm has no business or personal relationships with any other companies or person that could be considered as a conflict of interest or potential conflict of interest to VPRJ, and

that there are no principals, officers, agents, employees, or representatives of the Offeror's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to VPRJ, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with VPRJ.

3.7 **State Corporation Commission Registration.**

- 3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with VPRJ 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 canceled at any time during the term of the Contract.
- 3.7.2 **Form Required.** Each Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Each Offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.
- 3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that all information the Offeror submits on its completed State Corporation Commission Form is true and complete at the time the Offeror submits its proposal and will remain true and complete through the duration of any contract between VPRJ and the Offeror that results from this Request for Proposals. The Offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation on the State Corporation Commission Form provided) is streamlined and not definitive, and VPRJ's use and acceptance of such form, or its acceptance of the Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon the Offeror as demonstrating compliance.

4.0 **Submission of Proposals.**

- 4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the Offeror’s contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.
- 4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:
- A. Proposal for;
 - B. Request for Proposal No.;
 - C. Name of Offeror;
 - D. Address of Offeror; and,
 - E. Receipt and Closing Date.
- 4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.
- 4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:
- A. Firm’s Name;
 - B. Firm’s Address;
 - C. Contact Name and Telephone Number; and,
 - D. Fax Number and E-mail Address.
- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in Section 4.3 (“Recipient”) on or before the time and date set forth on the Cover Sheet to this Request for Proposals. VPRJ will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The Offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as a result of a request by the Contracting Officer shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An Offeror may submit more than one (1) proposal. At least one (1) of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, VPRJ may decline to consider such proposals.
- 4.8 **Return of Proposal.** All proposals submitted pursuant to this Request for Proposals will become the property of VPRJ and will not be returned.

5.0 **Evaluation and Selection Process.**

- 5.1 **Opening of Proposals.** At the designated time and date, the Contracting Officer will open and list the proposals for the record. This is not a public opening. The proposals, if responsible, will then be forwarded to the Scoring Committee to initiate the review and selection process. Responses received after the date and time specified in Section 4.5 (“Closing Date”) will be deemed non-responsive and will be returned unopened.
- 5.2 **Initial Scoring of Proposals.** A scoring committee established by the Superintendent of VPRJ and the Contracting Officer will review the proposals submitted by each Offeror. The scoring committee will score each proposal based on the evaluation and selection criteria set forth in the Request for Proposals. VPRJ intends that this scoring result in the selection of two (2) or more Offerors deemed fully qualified, responsible, and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services for discussions in accordance with Section 5.3 (“Discussions with Offerors”). VPRJ reserves the right to conduct any test it deems advisable and to make all evaluations pursuant thereto it deems necessary.
- 5.3 **Discussions with Offerors.** VPRJ shall engage in individuals discussions with two (2) or more Offerors deemed in the evaluation conducted under section 5.2 (“Initial Scoring of Proposals”) fully qualified, responsible, and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services. VPRJ may engage in repetitive informal interviews with Offerors. The 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, VPRJ may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information submitted by competing Offerors pursuant to the Code of Virginia §2.2-4342(F) shall not be disclosed to the public or to competitors (Code of Virginia §2.2-4301).
- 5.4 **Final Ranking of Offerors.** At the conclusion of the discussions outlined in Section 5.3 (“Discussions with Offerors”) and on the basis of the evaluation and selection criteria set forth in the Request for Proposals and all information developed in the selection process to this point, VPRJ shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious (Code of Virginia §2.2-4301).
- 5.5 **Conduct of Negotiations.** Negotiations shall be conducted beginning with the Offeror ranked first. If a contract satisfactory and advantageous to VPRJ can be negotiated at a price VPRJ considers fair and reasonable, VPRJ shall award the Contract 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. However, should VPRJ 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 (Code of Virginia §2.2-4301).

6.0 **Award and Execution of Contract.**

6.1 **Award.**

6.1.1 **In General.** VPRJ will make the award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to VPRJ, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

6.1.2 **Multiple Awards.** VPRJ reserves the right to make awards under this Request for Proposals to more than one (1) Offeror if VPRJ determines that doing so is in the best interests of VPRJ. If VPRJ makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that Offeror.

6.2 **Rejection of Proposals.** VPRJ reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of VPRJ to be in its best interest.

6.3 **Nondiscrimination in Award.** VPRJ shall not discriminate against any Offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

6.4 **Notice of Award.** A contract is awarded only when the Jail Administrator signs the Contract. The Contracting Officer may provide notice of VPRJ's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the EVA and VPRJ's webpage. A notice of intent to award means that VPRJ intends to award the contract to the Offeror named in the notice ten (10) calendar days after the notice is posted. Offerors are responsible for monitoring either or both websites for content posted thereon.

6.5 **Contractual Obligation.** The proposal submitted by the selected Contractor and this Request for Proposals shall become an attachment to the Contract signed by VPRJ and the selected Offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of ninety (90) days from the closing date of this Request for Proposals. VPRJ may undertake negotiations with Offerors whose proposals

show them to be qualified, responsible, and capable of performing the work in accordance with the stated criteria. VPRJ shall not be liable for any costs incurred by Offerors in connections with the preparation of submission or proposals and related materials of negotiations.

- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful Offeror and VPRJ.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful Offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The Offeror shall furnish VPRJ with the signed contract and the required insurance documents within 15 calendar days after the date of the notice of award or within such further time as VPRJ may allow. Once VPRJ has received the signed contract and insurance documents from the successful Offeror, VPRJ's representative will then sign the contract. The signature of VPRJ's Jail Administrator or his designee on the Contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS

V. PART 3
GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire three (3) years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract. VPRJ reserves the right to extend the Contract for any reasons for any reason for a period or periods up to but not to exceed (twelve) 12 months. This extension clause may be exercised when VPRJ determines that an extension of the Contract is advantageous to VPRJ. Any extension beyond (twelve) 12 will be subject to section 1.3 (“Renewal”). This provision in no way affects or alters the ability of VPRJ to renew the Contract consistent with Section 1.3 (“Renewal”). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. VPRJ may, at its sole option, renew this Contract for up to two (2) – one (1) – year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least sixty (60) calendar days before the expiration of the preceding term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to VPRJ for commercial or advertising purposes. However, the Contractor may list VPRJ as a reference account for prospective customers.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VPRJ shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 2.4 **Century Compliance.** The Contractor warrants that the hardware, software, and firmware products, provided for use by VPRJ or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store, and perform calculations with dates regardless of the century in which the dates occur.
- 2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract shall obtain all necessary licenses and permits thereunder.
- 2.6 **Contractor Misrepresentation.**
- 2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to VPRJ, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.
- 2.7 **Drug-Free Workplace.**
- 2.7.1 **Policy.** VPRJ is a drug free work place. VPRJ will not contract with any contractor that fails to follow this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the work place, (ii) provide its employees with effective drug counseling, rehabilitation, and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of this Contract.
- 2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.
- 2.8 **Human Rights.**
- 2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
- (1) To fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual’s race, color, religion, sex, or national origin; or
 - (2) To limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because such individual’s race, color, religion, sex, or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

- 2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark, or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless, and indemnify VPRJ from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- 2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor’s proposal as being assigned to perform services under this Contract for VPRJ except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the Jail Administrator with a resume of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The Jail Administrator will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.
- 2.11 **Property of Work.**
- 2.11.1 **Work Product.** Any material, report, or product, which in electronic or paper form that results from the execution of this Contract shall be the sole property of VPRJ. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to VPRJ.
- 2.11.2 **VPRJ Property.** Any data or material with which VPRJ furnishes the Contractor shall remain the property of VPRJ. When it no longer needs such data or material for its

performance of this Contract, the Contractor shall return such data or material to VPRJ or destroy such data or material using a method approved by VPRJ.

3.0 Payment.

3.1 Basis. VPRJ shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

3.2 Schedule. The Contractor shall invoice VPRJ on a schedule in accordance with the Contract Documents.

3.3 Terms. VPRJ shall pay for the Contractor as follows: Net 45 days.

3.4 Subject-to-Appropriations. All payments and other performance by VPRJ under this Contract are subject to annual appropriations by the participating localities; consequently, this Contract shall bind VPRJ only to the extent that the participating localities appropriate sufficient funds for VPRJ to perform its obligations hereunder.

3.5 When VPRJ Obligated to Pay. VPRJ shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 Offset Clause. VPRJ may withhold the payment of any claim or demand by any person, firm, or corporation against VPRJ until any delinquent indebtedness or other liability due to VPRJ from such person, firm, or corporation shall first have been settled and adjusted.

3.7 Taxes. All prices shall be submitted exclusive of direct Federal, State, and Local Taxes. VPRJ shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should VPRJ nevertheless pay any such taxes, the Contractor shall reimburse VPRJ therefor.

3.8 Invoices. The Contractor shall submit invoices that include a unique invoice number, the applicable VPRJ purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable VPRJ to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information of the invoice, VPRJ may reject and return the invoice unpaid. The Contractor shall submit the original invoice to VPRJ's Department of Finance at either:

accountspayable@vprj.net

or

Virginia Peninsula Regional Jail
Director of Finance
9320 Merrimac Trail
Williamsburg, Virginia 23185

VPRJ prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the “Requester” identified on the purchase order at the “Ship To” address identified on the purchase order.

3.9 **Payment by ACH.** The Contractor agrees that VPRJ may make all payments to the Contractor, at the option of VPRJ, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend, and hold harmless VPRJ, its officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts, or intentional acts of the Contractor, its officers, agents, and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents, or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify VPRJ, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses, or expenses, including but not limited to court costs and attorneys’ fees, which any of them may suffer, pay, or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by VPRJ, assume and defend ad the Contractor’s sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement, and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

- 4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither VPRJ shall be responsible therefor.
- 4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:
- A. Subrogation against VPRJ shall be waived;
 - B. VPRJ, and its officers, agents, and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability;
 - C. Coverage will not be canceled, non-renewed, or materially modified in a way adverse to VPRJ without thirty (30) days' written notice to VPRJ; and,
 - D. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

- 4.2.3.1 **Endorsements.** The Contractor shall furnish VPRJ with a copy of the policy endorsement listing VPRJ, and its officers, employees, agents, and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this Section 4.2 ("Insurance"). The Contractor shall furnish VPRJ with copies of such other endorsements as may be required under this Contract upon request by VPRJ therefor.
- 4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish VPRJ with a certificate of insurance evidencing the above coverage, indicating that VPRJ, and its officers, employees, agents, and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed, or materially modified in a way adverse to VPRJ without thirty (30) days' written notice to VPRJ. All certificates of insurance shall show the Contract Number assigned to this Contract by VPRJ.
- 4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish VPRJ with copies of insurance contracts or policies required by this Section 4.2 ("Insurance") unless requested at any time by the Jail Administrator.
- 4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this Section 4.2 ("Insurance"):

- A. Commercial General Liability Insurance with a combined limit of not less than \$1,000,000.00 per occurrence;
- B. Automobile Liability Insurance with a combined limit of not less than \$1,000,000.00 per occurrence;
- C. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301; and,
- D. For professional services, Professional Liability Insurance with limits consistent with coverage for medical service providers.

5.0 Assignment, Delegation, and Subcontracting.

5.1 **By VPRJ.** VPRJ may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of VPRJ. Further, the Contractor shall not assign, sublet, or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment, or any other event that would result in new or different ownership, control, operation, or administration of the Contractor's business affairs without the prior written consent of VPRJ.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the Jail Administrator.

6.0 Remedies and Termination.

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, VPRJ, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to VPRJ.

6.2 Termination with Cause.

6.2.1 **Notice.** VPRJ may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of VPRJ to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

- 6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of VPRJ, indicated in writing to the Contractor, during this seven (7) calendar day period, then the notice of termination with cause shall be deemed null and void.
- 6.2.3 **Effect.** Upon such termination, VPRJ shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by VPRJ up to the time of termination and only upon delivery to VPRJ of all completed or partially completed work performed by the Contractor. VPRJ shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.
- 6.4 **Termination by Contractor.**
- 6.4.1 **Notice.** The Contractor may terminate this Contract if the participating localities do not appropriate sufficient funds for VPRJ to perform its obligations under this Contract by delivery of written notice to VPRJ of the Contractor's intent to so terminate. Such notice shall be delivered at least forty-five (45) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.
- 6.4.2 **Cure.** If VPRJ cures the non-appropriation of funds by appropriating sufficient funds during this forty-five (45) calendar day period, then the Contractor's notice of termination shall be deemed null and void.
- 6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.
- 6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.
- 7.0 **Dispute Resolution.**
- 7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Contract, or the rights and obligations of VPRJ and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws, rules, or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

- 7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.
- 7.3 **Contractual Claims.**
- 7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Jail Administrator no later than sixty (60) days after final payment (*See* Code of Virginia §2.2-4363(A)).
- 7.3.2 **Required Contents of Claim Submission.** The Contractor’s claim submission shall (i) set forth the primary, secondary, and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact, and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The Jail Administrator, in his sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
- 7.4 **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in James City County, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction – and venue – related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions.**
- 8.1 **Audit.** VPRJ reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor’s financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor’s compliance with applicable laws, and (iv) appropriate vendor records. VPRJ further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by VPRJ are based on records of time, salaries, materials, or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or

in a manner deliverable at the Contractor's expense to a location in the Greater Williamsburg Area.

- 8.2 **Captions.** This Contract includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles shall not affect the construal, interpretation, or meaning of this Contract.
- 8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger/Entire Agreement.** This Contract, including the exhibits incorporated here in, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between VPRJ and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between VPRJ and the Contractor regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a Contract Modification signed by the authorized representatives of VPRJ and the Contractor in accordance with VPRJ's Purchasing Policies and Procedures.
- 8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, VPRJ and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than VPRJ or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against VPRJ or the Contractor under the provisions of this Contract; and, (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors, and sub-licensors, regardless of whether such individual or entity is named in this Contract.
- 8.7 **Notices.**
- 8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one (1) or combination of the following, which ever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due; (ii)

delivered by hand to the person's authorized agent, representative, or officer wherever they may be found; or, (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

- 8.7.2 **Address.** All notices to VPRJ shall clearly indicate the Contract Number assigned to this Contract by VPRJ and shall be directed to:

Lieutenant Colonel Roy Witham
Assistant Superintendent
Virginia Peninsula Regional Jail
9320 Merrimac Trail
Williamsburg, Virginia 23185

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

- 8.7.3 **Cooperative Procurement.** This procurement is being conducted by Virginia Peninsula Regional Jail in accordance with the provisions of 2.2-4304 of the Code of Virginia. Pursuant to this code section and if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Virginia Peninsula Regional Jail, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall VPRJ, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a VPRJ contract. VPRJ assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- 8.7.4 **Full Service or Specific Needs Staffing.** VPRJ seeks to be as flexible as reasonably possible with the provision of health services to the inmate population. VPRJ recognizes that a comprehensive medical service process or utilization of Specific Needs Staffing model contains individual advantages unique to each process. VPRJ reserves the right to seek proposals for either type of medical service and shall designate such intention in Attachment B herein. Selection of the Specific Needs Staffing model impacts the potential staffing matrix only. All other requirements set forth in Terms one (1) - three (3) in this RFP shall remain in effect unless mutually amended by Offeror and VPRJ.

END OF GENERAL TERMS AND CONDITIONS

VI. ATTACHMENT A
PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP 2019-04**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER (or a statement as to why such a number is not required). _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

VII. ATTACHMENT B.

PRE-PROPOSAL CONFERENCE REGISTRATION FORM

This pre-proposal conference registration form must be completed and returned to the RFP contact on or before the date specified in the Schedule of Events. The facility will provide an escort.

Provide the following information for the offeror representative(s) that will be attending the pre-proposal conference which will be held on the date specified in the schedule of events.

Offerer/Company Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

VIII. ATTACHMENT C

REFERENCES

List five (5) client references providing information described below. Contracts with these jails must have been in effect for at least one year.

Agency Name _____

Agency Address _____

Contact Person _____ Contact Numbers _____

Number of Inmates _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Contract Start _____ Contract End _____

Reason Contract Ended _____

IX. ATTACHMENT D

PENALTIES

Vacancy

If any position identified in the staffing table submitted by the Contractor in the proposal and agreed upon in the contract remains vacant for more than thirty (30) days, there will be an assessment of penalty to include the hourly rate plus an additional twenty-five (25) percent to account for benefits consideration. The penalty will be initiated at the 30-day mark and not at the original date of vacancy. This penalty applies regardless of the type of position. If the provider hours or minimum continuous staffing payback credit is also applied for absent hours and the vacancy extends beyond the thirty (30) days, VPRJ will take the additional 25% penalty. The hourly rate will be credited only one time with the potential for the additional 25% assessment.

Temporary Agency Personnel

If temporary or agency personnel usage exceeds 10% of the total hours provided according to the contracted hours, VPRJ may invoke a penalty of \$1,000.00 per month of occurrence. However, VPRJ will allow a thirty (30)-day cure period when this level of usage is identified. If the usage returns to a level below the penalty point, no penalty will be assessed. This penalty applies regardless of the type of position that the agency staff is filling and is not specific only to nursing jobs.

Minimum Continuous Staffing

The payback credit for staffing other than providers described in the preceding paragraph will be focused on positions that are scheduled for continuous coverage (24-hour coverage), as well as posts that are critical to the maintenance of operations and require relief in any and all situations. This payback will be taken by VPRJ as a credit against the next routine monthly payment to the Contractor and will consist of 100% of the hourly rate plus benefits for the position as identified by the Contractor in the attachment to the proposal listing hourly rates for all positions contained in the RFP, or as adjusted annually, as applicable. Even absences due to approved leave time such as vacation, sick leave, or holiday time, that requires backfill to ensure continuous coverage, will be taken as a credit by VPRJ if not backfilled at 100%. This adjustment will be an actual hour for hour basis and any portions of hours will be considered at the quarter-hour or fifteen (15)-minute time worked on a case by case basis for positions that routinely require relief and will be determined by VPRJ. Staffing that must be replaced includes any nursing/medical assistant, LPN, or RN as scheduled regardless of day of week, shift, or post assignment. Medical records staffing will require backfill replacement. Dental assistants require backfill at 100%. Positions meeting the definition for minimum staffing as described above should be identified on Exhibit 3 Staffing Table. Hours replaced by approved individuals will be considered as hours worked against the absent hours and will be adjusted on the credit.

Health Assessment

VPRJ may assess penalties of \$150.00 for each Health Assessment that is not completed within 72 hours of the inmate's arrival.

Intake Screening

\$50.00 for each receiving screening that is not completed within four (4) hours of the inmate's arrival.

X. ATTACHMENT E

COMPREHENSIVE/SPECIFIC NEEDS STAFFING

___ COMPREHENSIVE

___ SPECIFIC NEEDS STAFFING:

Medical Doctor: 8 hours a week

Mid-Level Provider: 8 hours a week

Psychiatrist: 4 hours a week

Qualified Mental Health Professional: 40 hours a week

Dentist: 8 hours a week

The following provisions of this RFP shall not apply to the Specific Needs Staffing Model:

2.1.1 (F)

2.1.1 (I)

2.2.1

2.2.2 (C)

2.2.4

2.2.10

2.4.1 – Such responsibility to provide care pursuant to the Specific Needs Staffing model shall be formulated by a physician reviewed and approved nursing protocol.

2.4.2

2.4.4

2.4.6 – Section G shall still apply

2.4.16

2.4.17

2.9.1

2.9.2

2.9.5