

**Western Tidewater Regional Jail**  
**Serving the City of Suffolk, City of Franklin, and Isle of Wight County, Virginia**

## **Request for Proposals**

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RFP No.: 09222017-01

Issue Date: September 25, 2017

Title: Mental Health Services

Location: 2402 Godwin Blvd., Suffolk, Virginia 23434

The Western Tidewater Regional Jail is requesting proposals from interested firms and individuals to provide full Mental Health Services for the inmates at the Regional Jail. The Regional Jail currently holds approximately 700 inmates and serves the City of Suffolk, City of Franklin, and Isle of Wight County, Virginia. The facility also holds inmates for the United States Marshals Service and other Federal Agencies under an Inter-Governmental Service Agreement.. The Jail is located at 2402 Godwin Blvd. Suffolk, VA 23434. The contract shall be for a term of three (3) years starting on a date agreed upon by both parties with the option to renew for two (2) additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Friday October 13, 2017, at which time they will be opened in the Procurement Department, Western Tidewater Regional Jail, 2402 Godwin Blvd., Suffolk, Virginia 23434. Proposals received after 1:00 p.m. on Friday October 13, 2017, will not be considered. Proposal number and closing date must be printed on the outside of the envelope.

The Western Tidewater Regional Jail has determined to issue a Request for Proposals for Inmate Mental Health Services contract as opposed to an Invitation to Bid due to the fact that it was not practicable or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract; therefore, the quality of the services is the most important factor, and the fact that the proposers may propose different ways to provide the services requested. This RFP can be responded to as a whole or for a particular section(s) or service(s). **All questions and addendums will be posted on our website at [www.wtrj.org](http://www.wtrj.org) under procurement under open RFP's.**

An original and five (5) copies of the proposal shall be submitted in bound printed format. In addition, one (1) electronic copy in its entirety and 1 redacted electronic copy will be provided via flash drive or similar device. Proposal number and closing date must be printed on the outside of the sealed envelope.

Where to submit Proposals:

Western Tidewater Regional Jail  
Attn: Tim Wertheimer  
2402 Godwin Blvd.  
Suffolk, VA 23434  
Email [timwert@wtrj.org](mailto:timwert@wtrj.org)

Requests for information relating to the Request for Proposals may be obtained by contacting the same.

NOTE: This RFP is for comprehensive mental health services for the jail; however, individuals and organizations may submit proposals for portion(s) of the RFP. Insurance coverage and other normal requirements may be waived depending upon negotiations. Any organization with a Federal Employee Identification Number (FEIN) must have full and complete insurance coverage or so state the lack thereof on the deviations form found on our website under procurement forms.

**RFP NO. : 09222017-01**  
**Schedule**

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- |    |                                |   |                     |
|----|--------------------------------|---|---------------------|
| 1. | Post RFP eVA and Website       | - | September 25, 2017  |
| 2. | RFP response due at 1:00 p.m.  | - | October 13, 2017    |
| 3. | Evaluation by Committee        | - | October 16-27, 2017 |
| 4. | Notify contractor of selection | - | November 1, 2017    |
| 5. | Contract period                | - | TBD                 |

**REQUEST FOR PROPOSALS  
MENTAL HEALTH SERVICES  
RFP 09222017-01**

**I. RFP REQUIREMENTS AND INFORMATION**

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Director of Administration & Support, Western Tidewater Regional Jail, 2402 Godwin Blvd., Suffolk, Virginia 23434 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Proposers need to submit their Federal Identification Number in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The proposer's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

Proposals must be in a sealed envelope and marked "RFP 09222017-01, "Inmate Mental Health Services for Western Tidewater Regional Jail".

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

The contractor will be responsible for all requirements and successful performance of this contract.

**A. SCOPE OF SERVICES – GENERAL REQUIREMENTS**

Act as the Mental Health Authority for the Regional Jail by providing effective and efficient delivery of quality mental health services in the correctional setting. Provide access to mental health screening and evaluation, treatment, and management at a level of care that commensurate with the patient's needs; at a level of quality comparable to that found in the community, and accordance with the American Psychiatric Association (APA), The American Correction Association (ACA) and the National Commission on Correctional Health Care.

Provide mental health services in a manner that maintains the dignity of the inmate and affords the patient a reasonable degree of privacy in accordance with HIPPA laws and policies.

Psychiatrist will provide a minimum of **8-16 hours per week** and on-call **two** hours per day for consultation, as well as in-person evaluation and intervention as needed at the Regional Jail. A licensed mental health professional be onsite an appropriate number of hours to perform mental health assessments on those inmates requiring such. The mental health professional must be sensitive to the specific challenges faced by the correctional industry and have the capability to offer viable, proven solutions based on three main principles:

- **Clinically effective services** that focus on patient improvement and positive outcomes. Provide individualized, patient specific treatment plans, developed to ensure patients receive the most appropriate care for their particular serious and persistent mental disorders. Adhere to mental health algorithms and clinical care path ways that are founded on research-based “best-practice” approaches and tailored to the correctional setting.
- **Risk management** to effectively manage the risks associated with providing mental health care. The mental health professionals will adhere to the highest ethical and professional standards applicable to the public and correctional environments. The use of standardized treatment protocols based upon the American Psychiatric Association (APA) treatment guidelines. Ensure access to mental health services through the weekend and evening as well as on-call psychiatry services.

#### I. Mental Health Evaluation

In compliance with industry standards, mental health professionals will perform a mental health evaluation within 14 days of commitment to the facility. Following any initial determination of need, referring inmates to the psychiatrist as clinically appropriate. The psychiatrist will perform patient evaluations, order and manage psychiatric medications, and diagnostic or psychological testing. Clinicians will contact any previous providers to confirm prior treatment programs, medications, pertinent mental health histories, and to obtain suggestions for further treatment in compliance with HIPPA standards. To ensure the safety of the offender, a Qualified Mental Health Professional (QMHP) will provide a full mental health assessment within the following timeframes.

- **Emergent:** For any acutely suicidal or psychotic offenders identified during the intake process as needing immediate medical/psychiatric attention. The offender will be placed on suicide watch until more suitable arrangements can be made and conduct a complete mental health assessment.
- **Urgent:** Offenders who are not in acute distress but who (a) present with serious mental health issues; (b) are deemed a heightened suicide risk; and/or are taking psychotropic medication other than standard sedatives or hypnotics; health care staff will respond within 24 hours, with a QMHP or psychiatrist conducting a complete mental health assessment within 24 to 72

hours (on weekends and holidays) of the offenders initial mental health screening intake.

- **Routine:** For any offender who requests routine mental health services upon arrival to the Regional Jail, or is identified at intake as needing a mental health or substance abuse evaluation will occur within 14 working days of the offender's reception into the system.

During the structured interview the QMHP will review the inmate's screening or transfer screening results, along with any additional health data necessary to complete the inmate's mental health history shall be obtained, including prior psychiatric hospitalizations or outpatient treatment programs, medication history (including any substance abuse), relevant psychosocial history (including sexual or physical abuse and/or trauma), and current diagnosis.

As part of the comprehensive, one-to-one encounter, the QMHP will examine the inmate's current mental status, asking the patient about his or her history of suicidal ideation and suicide gestures or attempts, and probing for any current situational stressors that could trigger an event.

The psychologist or other QMHP will check the inmate's level of intellectual functioning e.g., mental retardation, other developmental disability, etc. Attempts to communicate and coordinate with community mental health providers who treated the inmate prior to incarceration will be done to the extent it does not negatively impact the facility operations. The QMHP will attempt to obtain a signed release from the inmate in order to request additional health information from the patient's community provider. A signed statement stating why the patient will not release the information will be provided.

Through the mental health process the psychiatrist will review the initial diagnosis, and if further treatment is required, the psychiatrist will develop an individualized treatment plan for the patient, to include therapy, tests, and other examinations as appropriate. Each individualized treatment plan will identify also a specific interval and duration for the follow-up care, which in no case will occur less often than every ninety (90) days.

Inmates who arrive on verifiable, prescribed psychotropic drugs, the psychiatrists will continue the existing medications until such time the psychiatrist can see and evaluate the inmate.

Completion of the mental health assessment results will be a part of the inmate's permanent medical record. Orientation to mental health services will be provided to all inmates upon their arrival at the facility, including the description of services and how to access them, accessing available mental health services, consent or refusal of mental health services, and confidentiality. Inmates will be provided with the information necessary to determine consent or refusal for any treatment, examination, or procedure including mental health service and psychotropic medications. "Informed consent" is defined as consent voluntarily given by an

inmate, in writing, after he or she has been provided with a conscientious and sufficient explanation of the proposed treatment. Inmates are to be advised of the limits of confidentiality prior to their receiving any mental health services. With the exception of mental health emergencies, the QMHP will obtain an informed written consent from each inmate prior to initiating psychotropic medication treatment. Consent forms will be placed in the inmate's medical record.

Before initiating pharmacological intervention, the mental health staff will complete at least a brief history and mental status examination to determine that the inmate (a) has a basic understanding that he or she has a basic understanding that he or she has a mental health problem, (b) understands that medication is being offered to produce relief from that problem, and (c) is able to give consent to treatment. The inmate may withdraw consent at any time without compromising access to health care. An informed consent will be obtained each time the inmate is prescribed a new psychotropic medication.

## II. Individualized Treatment Plans

Each inmate identified as requiring mental health services, the psychiatrist will develop an individualized treatment plan upon a mental health case being opened. The plan will be developed by a multidisciplinary treatment team comprised of psychiatrist, medical director, mental health clinician, and nursing staff with support and input from the inmate and jail representatives, as necessary. The plan will:

- Reflect the inmate's current mental health status and needs based on his or her psychosocial assessment, diagnosed mental disorders, and functional strengths and limitations attributable to mental disorders.
- Identify any mental health problems that may negatively impact the inmate's ability to adjust to incarceration.
- Outline achievable, time-limited objectives (written measurable terms) that may reduce symptoms, enhance current functioning, or maintain current functioning.
- Identify any problems for which the institution currently has no available resources or which are not currently the focus of treatment. All the members of the treatment plan, including the inmate, will sign the plan.

## III. Crisis Intervention and Management

QMHP are available to provide crisis intervention 24 hours per day, seven days per week requiring coordination, cooperation, and excellent communication among medical, mental health, and security personnel to obtain a high level of ability to identify those inmates in need of critical mental health and psychiatry services.

Upon discovering an inmate in crisis, the medical, mental health, or security staff member who identified the crisis will notify the designated medical, mental

health, and/or psychiatric staff on duty at the facility, who will ensure the most appropriate person(s) responds to the crisis with a mutually agreed-upon-minimal time of notification. The psychiatrist or psychologist, if not present onsite, is available for an on-call telephone consultation to support the onsite evaluation.

The responding mental health professional and/or psychiatrist will rapidly assess the immediate needs of the inmate, working close with security staff to ensure the inmate's safety and security, as well as that of staff, other inmates, and the facility. Inmates in crisis require the utilization of mental health watches not only for their own safety, but for the safety of others.

#### IV. Intake Screening/Assessment

A timely screening and assessment of any inmate who enters the facility or moves between facilities, or returning from a court hearing will be completed by the QMHP. The ongoing identification and referral procedure for assessment will be completed by QMHP at any time during the inmate's incarceration. The screening will include:

- Past suicidal ideation or attempts; current ideation, threats, or plans
- Prior mental health treatment or hospitalizations
- Recent significant losses or changes
- History of suicide by family members
- Lack of social support system
- Expression of extreme embarrassment, shame or feelings of humiliation as a result of charge/incarceration
- Suicidal behavior during a previous incarceration
- Intoxication
- Obtaining information regarding suicidal behavior from the transporting officer

#### **B. INQUIRIES**

Any explanation desired by a proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, October 6, 2017 to the Western Tidewater Regional Jail Director listed below and clearly marked "Questions for Mental Health Services for Western Tidewater Regional Jail." Questions may be sent via email to:

Tim Wertheimer  
Director of Administration & Support, Western Tidewater Regional Jail  
[timwert@wtrj.org](mailto:timwert@wtrj.org)  
757-942-0555

No questions will be answered over the phone. All questions must be submitted via email.

Revisions to this RFP or answers to questions concerning this RFP will be posted on our website at [www.wtrj.org](http://www.wtrj.org) under Procurement =>Open RFP's => RFP 09222017-01.

**C. CONTRACT PERIOD**

This contract shall be for a term of three (3) years, starting on a mutually agreed upon date. This agreement will be available for renewal for two (2) additional one-year terms unless either party gives written notice of termination at least ninety (90) days before the end of the original term. If Western Tidewater Regional Jail selects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

**D. CONTRACT ADMINISTRATION**

The Western Tidewater Regional Jail will administer the contract. The successful contractor will be required to submit bills in a timely fashion as to avoid open invoice for prior periods being submitted after excess time and must document details justifying the billing to include inmates seen and times spent for each session so that Medical can reconcile the bill to their records.

**E. PRIME CONTRACTOR RESPONSIBILITIES**

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, WTRJ will consider the contractor to be the sole point of contact with regard to contractual matters. If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. WTRJ reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable. Full back-ground checks including DMV reports will be run for any person accessing the Jail. Also any individual accessing the jail will be required to participate in a one-time orientation to include rules, responsibilities, and PREA policies for the Jail.

**F. REJECTIONS OF PROPOSALS**

Western Tidewater Regional Jail reserves the right to reject any or all proposals, wholly or in part. Western Tidewater Regional Jail reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of Western Tidewater Regional Jail.



## **G. PROPOSAL EVALUATION**

- i. Western Tidewater Regional Jail will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.
- ii. The extent to which the proposal meets the requirements of the RFP.
- iii. The amount service(s) provided. If this RFP is not responded to in whole, the services proposed must be specified and billing information for each service must be included.
- iv. The demonstrated ability of the proposer to provide the required services to WTRJ.
- v. The quality of performance of previous contracts.
- vi. The financial resources of the proposer to perform the contract services.
- vii. Documentation of all required insurance including but not limited to Workers Compensation, Malpractice, Liability, and any other needed insurance coverage.
- viii. The hours proposed for each service proposed.

## **II. GENERAL INFORMATION**

Firms responding to this RFP must have a proven and verifiable record of providing mental health services to preferably a correctional facility but at least an agency or department of equal size and complexity and of similar scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP and under the forms tab on WTRJ's website. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

A contract will be awarded to a single contractor as a result of this proposal. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract. One or more proposers may be invited back for a "Best and Final Offer" opportunity.

This RFP does not commit Western Tidewater Regional Jail to award a contract. Western Tidewater Regional Jail reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of the

Jail, revisions or amendments will require substantive changes in proposals, the due date may be extended.

### **III. PROPOSAL FORMAT**

Proposals shall be in the format described below and must include the following:

#### **A. Section One - General Information about the Contractor**

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

1. Letter of Transmittal  
Prepare a brief letter which provides the following information:
  - a) Name and address of the Offeror
  - b) Name, title and telephone number of the contact person for the Offeror.
  - c) A statement that the proposal is in response to the Mental Health Services RFP 09222017-01.
  - d) A statement acknowledging and accepting the terms and conditions of this RFP.
  - e) The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
2. Executive Summary  
Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
3. Offeror's Organization and Staffing  
This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.
4. Documented Experience  
The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to provide mental health services to inmates.

#### **B. Section Two - Current and Previous Contracts**

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. At a minimum, Section Two shall include:

1. Current Contracts or Business  
List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror, if available, is providing Inmate Mental Health Services and the length of time that each contract has been in effect. This information must be submitted on the Client Reference in Attachment C.

2. Legal Action  
Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.
3. Audited Financial Statements if available  
Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.

**C. Section Three - Offeror's Work Plan**

Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

1. Offeror's Work Plan

Describe in detail:

- a) Actions the Offeror will take to start up and provide ongoing Inmate Mental Health Services for WTRJ. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of said services.
- b) Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding mental health related issues. In addition, the proposer shall identify the schedule of weekly visits to meet with inmates.

**D. Section Four - Offeror's Products and Pricing**

Describe your billing and collection process based on the following criteria:

- i. How are services billed and who is your billing company?
- ii. Explain the billing process for each type of service provided
- iii. Agree to provide prescription writing services for the inmates when appropriate.
- iv. WTRJ uses CorEMR for its medical records so the proposer must agree to either use it for data input or agree to provide the interface between the provider's software and ours.

**E. Section Five - Exceptions and Deviations**

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the

RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution. This will be documented on the "Deviations from RFP Specifications" form found under Forms under the Procurement Tab on [www.wtrj.org](http://www.wtrj.org).

**F. Section Six - Technology Enhancements and Other Services**

Offeror may use this section to describe technology enhancements, software applications, other services, etc that are available through or recommended by the Offeror.

**G. Offeror Notification**

The successful Offeror submitting proposals shall be notified in writing no later than November 1, 2017.

**H. Evaluation and Selection**

Evaluation and selection of an Offeror will be based on the information submitted in the proposals plus any required oral presentations and demonstrations. There may be further information required for clarification purposes after the proposals are submitted.

A committee designated by Western Tidewater Regional Jail will evaluate all proposals submitted in response to this RFP.

WTRJ reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of WTRJ. WTRJ also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves WTRJ's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

**I. Delivery**

Proposer's ability to meet delivery requirements and other criteria as it pertains to the specific RFP. WTRJ will consider any other factors that are in WTRJ's best interest.

**IV. OFFEROR PARTICIPANT CONSIDERATIONS**

**A. Contractor Qualifications**

To qualify for this contract, the Contractor should:

1. Demonstrate the Contractor has experience providing inmate mental health services in jails with an average daily inmate population of 800 or more.

2. Demonstrate financial stability.
3. Have operated under the same business name for the last three (3) years.
4. Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract.

**B. Geographic Scope**

The Contractor must identify the geographic scope of the firm, whether local, within Virginia, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from WTRJ) resources dedicated to this contract.

**C. Client References**

Each submission must include a minimum of three (3) current client references with the client's name, address, telephone numbers, name and email of client contact, number of years under contract, and if the contract is active or non-active. References are preferred from jails with average daily inmate population greater than 800. If this is not available, the largest client may be used to show that the proposer can handle a contract of this magnitude. Include Attachment C, Client References with submission.

**D. Software Interface Application**

Each submission must include a detailed list of software interfaces created that are currently in use.

**E. Optional Services**

Vendor shall provide information on the below list of options and on any additional technology or optional features that may be of interest to WTRJ.

1. Offeror shall provide information on any additional technology or optional services that may be of interest to WTRJ. Please be sure to provide detailed information on the functionalities as well as a complete description of the features and services proposed. Also, detail any cost associated with the additional technology or optional features offered/proposed.

**V. STAFFING AND PERSONNEL**

**A. Dress Code**

The Contractor shall establish and enforce a business casual dress code, for ITS staff that requires access to Western Tidewater Regional Jail facilities, which is consistent with the requirements established for Western Tidewater Regional Jail employees and appropriate to a correctional environment with regard to safety and appearance.

**B. Personnel Security Requirements**

The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to Western Tidewater Regional Jail facilities cooperate and comply with WTRJ security criminal history checks and clearances, substance abuse screening, photo identification, and searches of their person and possessions while on or in Jail property.

**C. Criminal History Check**

Contractor employees who require access to Western Tidewater Regional Jail facilities shall be subject to criminal history check. Each contractor employee shall complete and sign a release authorizing WTRJ staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the as determined by WTRJ

**D. Substance Abuse Screening**

Contractor employees who require access to Western Tidewater Regional Jail facilities shall be subject to substance abuse screening.

The Contractor will contact Western Tidewater Regional Jail Human Resources Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at WTRJ. The results of pre-employment substance abuse screening will be reported to the Superintendent.

At the direction of the Superintendent, contractor employees who require access to Western Tidewater Regional Jail facilities shall sign all documents, go to a location designated by the correctional staff, and submit to random or "for cause" substance screening. The Superintendent will be responsible for random selection of Contractor employees for substance abuse screening.

At their sole discretion, the Superintendent may deny access to WTRJ, contractor employees whose pre-employment, random, or "for cause" substance abuse screening results reflect evidence of substance abuse. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of his responsibilities therefore.

Western Tidewater Regional Jail shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

**E. Photo Identification**

Contractor employees who require access to Western Tidewater Regional Jail facilities shall be issued photo identification badges provided by WTRJ staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside WTRJ facilities.

The Contractor shall be accountable for all photo identification badges issued to contractor employees. The Contractor shall retrieve and return to WTRJ, photo identification badges of persons who are no longer in the Contractor's employ.

WTRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a \$10.00 fee for replacement identification badges.

**F. Searches**

Contractor employees who require access to Western Tidewater Regional Jail facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Superintendent may deny access to WTRJ facilities, any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

**G. Access to Facilities**

Although the Contractor has authority for all hiring and termination, Western Tidewater Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Superintendent's investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Western Tidewater Regional Jail will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Contractor. Contractor employees, independent contractors and subcontractors shall cooperate with Western Tidewater Regional Jail in any investigation involving inmate or staff conduct.

**H. PREA**

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 ET. Seq.) and with all applicable PREA standards, WTRJ Policies related to PREA and WTRJ Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" WTRJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and WTRJ policies may result in termination of the contract.

All contractor staff will be required to complete the mandatory PREA Forms and will be scheduled to attend the next available scheduled PREA training class.

## **VI. SECURITY REQUIREMENTS**

### **A. Physical Security Requirements**

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

### **B. Area Security**

The Contractor shall establish procedures to ensure offices; storage areas, etc. are locked and secured when not occupied by Contractor employees.

### **C. Key Control**

The Contractor shall comply with Jail policies related to security and key control procedures.

### **D. Contraband**

The Contractor shall establish procedures to ensure contractor employees who require access to Western Tidewater Regional Jail facilities understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

### **E. Personal Security**

The Contractor shall develop procedures, consistent with Jail policies, to ensure the safety and wellbeing of contractor personnel who require access to Western Tidewater Regional Jail facilities while providing services under the terms of the contract.

### **F. Security Code Call Names**

The Contractor shall establish procedures to ensure contractor personnel who require access to Western Tidewater Regional Jail facilities understand security code call names and comply with regulations and procedures that govern their use.

### **G. Inmate Security**

The Contractor shall establish procedures to ensure contractor personnel who require access to Western Tidewater Regional Jail facilities are familiar and comply with WTRJ security procedures pertaining to inmate control and security.

In addition, the Contractor shall:

Inform the Superintendent, in writing, any time a personal friend or relative of any contractor employee is confined to the facility.



Ensure contractor employees do not fraternize or grant special favors for any inmate confined to any facility.

Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to any facility.

## **VII. GENERAL TERMS AND CONDITIONS**

**A. ADDITIONAL INFORMATION:** Western Tidewater Regional Jail reserves the right to ask any Proposer to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which Western Tidewater Regional Jail deems desirable, and does not affect quality, quantity, price or delivery.

**B. ANTI-DISCRIMINATION:** By submitting their proposals, all Proposers certify to Western Tidewater Regional Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

2. The contractor will include the provisions of:
  - a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

**C. ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Western Tidewater Regional Jail all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by Western Tidewater Regional Jail under the said contract.

**D. APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and local laws and regulations.

**E. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of WTRJ.

**F. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:

1. Western Tidewater Regional Jail may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Western Tidewater Regional Jail a credit for any savings. Said compensation shall be determined by one of the following methods:
  - a) By mutual agreement between the parties in writing; or
  - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to WTRJ's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - c) By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Western Tidewater Regional Jail with all vouchers and records of expenses incurred and savings realized. Western Tidewater Regional Jail shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be

asserted by written notice to Western Tidewater Regional Jail within thirty (30) days from the date of receipt of the written order from Western Tidewater Regional Jail. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Western Tidewater Regional Jail with the performance of the contract generally.

- d) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**G. CLARIFICATION OF TERMS:** If any prospective Proposer has questions about the specifications or other proposal documents, the prospective Proposer should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) days before the due date. Any revisions to the invitation will be made only by addendum issued by the purchasing agent.

**H. COOPERATIVE PROCUREMENT:** This procurement is being conducted by Western Tidewater Regional Jail in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, 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. Western Tidewater 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 WTRJ, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Western Tidewater Regional Jail contract. Western Tidewater Regional Jail 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.

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

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

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

- K. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- L. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing their proposals, the Proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- M. INSURANCE REQUIREMENTS:** The contractor shall not commence work under contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by WTRJ. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by Western Tidewater Regional Jail (or contractor). Approval of the insurance by Western Tidewater Regional Jail shall not limit, relieve or decrease the liability of the contractor hereunder.
1. If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Notice of cancellation of any required insurance policy must be submitted to Western Tidewater Regional Jail when issued and a new

coverage binder shall be submitted immediately to ensure no break in coverage.

2. Workers Compensation Insurance :The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the Commonwealth of Virginia.

3. Commercial General Liability Insurance and Commercial Automobile Liability Insurance: The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include WTRJ, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by Western Tidewater Regional Jail shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles.

4. The required amounts of General Liability insurance are:

- |  |                            |
|--|----------------------------|
| a) General Aggregate                       | \$5,000,000 aggregate      |
| b) Products/Completed Operations Aggregate | \$1,000,000 per occurrence |
| c) Personal/Advertising Injury             | \$1,000,000 any one person |
| d) Bodily Injury/Property Damage           | \$1,000,000 per occurrence |
| e) Fire Damage                             | \$50,000 any one fire      |
| f) Medical Payments                        | \$5,000 any one person     |

5. The required Automobile Liability Insurance is

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| a) Bodily Injury/Property Damage | \$1,000,000 combined single limit |
|----------------------------------|-----------------------------------|

6. Evidence of Coverage

The contractor shall furnish Western Tidewater Regional Jail with a certificate of insurance coverage, which shall be submitted to the Western Tidewater Regional Jail Procurement Officer by U.S. Postal Service or email at AP@wtrj.org. These certificates or the cover sheet shall reference the contract name "Commissary Services for Western Tidewater Regional Jail", and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Western Tidewater Regional Jail is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

7. Notice of cancellation of any required insurance policy must be submitted to Western Tidewater Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**N. MANDATORY USE OF WESTERN TIDEWATER REGIONAL JAIL FORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Western Tidewater Regional Jail form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, Western Tidewater Regional Jail reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, Western Tidewater Regional Jail may, in its sole discretion, request that the Proposer withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however Western Tidewater Regional Jail reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**ATTACHMENT A  
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP 09222017-01**. 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**

**ATTACHMENT C**  
**CLIENT REFERENCES**

List a minimum of three client references providing information described below. References must be from current contracts with jails with average daily inmate population greater than 800. 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  
\_\_\_\_\_  
\_\_\_\_\_



**ATTACHMENT D  
RATES AND COMMISSIONS**

Please provide a commission offer for the current rates listed below as Option #1. Offeror may propose an additional commission offer and alternative calling rates as Option #2. Offeror must detail all additional charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set up fees, depositing fees and refund fees associated with pre-paid collect accounts. Offeror may attach additional tables if Offeror chooses to provide more than two (2) commission and calling rate options past those allowed below. Failure to complete Attachment D may cause Offeror's proposal to be rejected.

**OPTION #1 – OFFEROR-PROPOSED CALLING RATES**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						
<b>Commission Rate</b>	%		%		%	

**Financial Incentive: \$** \_\_\_\_\_

**ATTACHMENT D  
RATES AND COMMISSIONS (continued)**

**OPTION #2 – OFFEROR-PROPOSED CALLING RATES**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						
<b>Commission Rate</b>	%		%		%	

**Financial Incentive: \$** \_\_\_\_\_