



Request for Proposal (RFP) #22-15
for
Inmate Medical Services

Issue Date: March 14, 2022

Last day for written questions: April 1, 2022

Proposal Due Date and Hour: April 19, 2022 3:00 p.m.

Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

on behalf of

Montgomery County Sheriff's Office

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Inmate Medical Services

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COUNTY OF MONTGOMERY, VIRGINIA
RFP # 22-15

ISSUE DATE: MARCH 14, 2022

Inmate Medical Services

(TO BE COMPLETED AND RETURNED)

GENERAL INFORMATION FORM

QUESTIONS: All inquiries for information regarding this solicitation should be emailed to Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager at groseclosejb@montgomerycountyva.gov or by phone at (540) 382-5784. **All questions must be submitted no later than close of business on April 1, 2022**

DUE DATE: Sealed Proposals will be received until **April 19, 2022**, up to and including **3:00PM**. Failure to submit proposals to the correct location by the designated date and hour will result in disqualification.

ADDRESS: Proposals should be mailed or hand delivered to: **Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, Virginia 24073-3179**. Reference the Due Date and Hour, and RFP number in the lower left corner of the return envelope or package.

COMPANY INFORMATION/SIGNATURE: In compliance with this Request For Proposal and to all conditions imposed herein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services and goods in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

Full Legal Name (print)		Federal Taxpayer Number (ID#)	Contractor's Registration
Business Name / DBA Name / TA Name and Address		Payment Address	Purchase Order Address
Contact Name/Title		Signature (ink)	Date
Telephone Number	Fax Number	Toll Free Number	E-mail Address

COUNTY OF MONTGOMERY

RFP# 22-15

Inmate Medical Services

I. PURPOSE: The intent and purpose of this Request for Proposal (RFP) is to establish a term contract through competitive negotiation with one or more qualified providers to provide medical services to the Montgomery County Sheriff's Office (hereinafter also referred to as "Sheriff's Office") for inmates at the Montgomery County Jail (hereinafter also referred to as "Jail"). The primary objective of this contract is to provide medically necessary services that are cost effective and maintain a level of quality in accordance with standards established by the Commonwealth of Virginia Board of Corrections (BOC).

II. BACKGROUND:

The Montgomery County Jail, which is part of the Western Virginia Regional Jail Authority, is operated by the Montgomery County Sheriff's Office. The Jail was built in 1953 with updates in 1987-1989 and 2019. The Jail is approximately 17,000 square feet with an Average Daily Population of eighty (80). There are eight (8) ten-person blocks, six (6) special purpose beds, two (2) fourteen-person dorms. The Jail's medical office includes one (1) office and one (1) exam room. The Sheriff's Office operates the Jail with indirect supervision and intermediate surveillance utilizing a security staff of twenty-seven (27) deputies.

III. STATEMENT OF NEED:

The Montgomery County Sheriff's Office is soliciting sealed proposals for Inmate Medical Services. The successful offeror is expected to supply all the equipment, labor, and related services needed for an operational system, but some equipment may be provided or purchased by the County if agreed upon in contract negotiations.

The offeror(s) selected to provide the services described in this RFP shall be responsible for all medical care for all inmates at the facility. The responsibility of the provider for the medical care of an inmate commences with the commitment of the inmate to the custody of the administration of the Jail and ends with the discharge (or temporary release) of the inmate from the custody of the Sheriff's Office at the Jail.

Inmates held in the Jail for other jurisdictions such as other counties or the US Justice Department will be included in the count, and the on-site care for these inmates will be the responsibility of the Provider for nursing and physician care, any supplies used, and for over-the-counter medications. Other medical costs which can be identified for specific inmates such as prescriptions, x-rays, and all off-site medically related consultations and procedures will be billed back to the inmate's originating agency, by the County, the actual community agency providing the care, or by the Provider.

A. GENERAL REQUIREMENTS:

1. The health care delivery system must conform to Commonwealth of Virginia standards for medical services provided in correctional institutions as established by the Department of Corrections.
2. Provider shall be required to examine and treat any inmate in segregation or otherwise unable to attend sick call in the cell of said inmate. Provider shall be required to render emergency care at any location on Sheriff's Office property.
3. Provider shall have no responsibility for security at the Jail or for the custody of any inmate at any time, such responsibility being solely that of the Sheriff's Office. Provider shall have sole responsibility in all matters of medical and dental judgment. Provider shall have primary, but not exclusive, responsibility for the identification, care and treatment of inmates requiring medical care and who are "security risks" or who present a danger to themselves and others. On these matters of mutual concern, the Sheriff, his designee, and/or his staff shall support, assist and cooperate with Provider, and Provider shall support, assist and cooperate with the Sheriff or his designee whose decision in any non-medical matter shall be final. All decisions involving the exercise of medical or dental judgment are still the responsibility of the Provider.

B. SPECIFICATIONS AND REQUIREMENTS:

1. All offerors must submit a program based upon applicable Commonwealth of Virginia standards for medical services provided in correctional institutions as established by the Department of Corrections. The following services will be required:

1. RECEIVING/SCREENING:

A preliminary health screening form shall be filled out immediately upon each inmate's arrival by the booking staff using the form in JMS approved by the provider. At a minimum, the screening must include:

- a. Current illnesses and health problems including those specific to females
- b. Medications taken and special health requirements
- c. Screening of other health problems designated by the responsible physician
- d. Behavioral observation, including state of consciousness and mental status
- e. Notation of body deformities, trauma markings, bruises, lesions, eye movement/jaundice
- f. Condition of skin, including rashes and infestations
- g. Disposition, if applicable
- h. Document referral of prisoners to qualified medical personnel for emergency treatment
- i. Notation, of personal physician and any medical needs
- j. Assessment of suicidal risk

2. HEALTH APPRAISAL

Provider shall perform a comprehensive health assessment on any inmate within seven (7)

calendar days (or such other stricter time limit as required by statute or controlling authority) of the arrival of the inmate at the Jail. Such assessment shall be performed by a qualified medical professional.

The extent of the health appraisal, including the physical examination, is defined by the responsible health authority, however, will include at a minimum:

- a. Review of intake screening forms
- b. Collection of additional data regarding complete medical, dental, psychiatric and immunization histories
- c. Appropriate laboratory and diagnostic tests to detect communicable diseases such as Venereal Disease and Tuberculosis
- d. Recording vital signs (height, weight, pulse, blood pressure, temperature)
- e. Physical examination with comments about mental and dental status. A gynecological assessment must be included for females
- f. Review of physical examination and test results by a physician for problem identification must take place
- g. Initiation of therapy when appropriate
- h. Other tests and examinations as appropriate, including but not limited to, pregnancy tests, voluntary HIV screening and chest x-rays

Any abnormal results of the health appraisal shall be reviewed by a physician for appropriate disposition.

3. SICK CALL

Routine diagnosis and treatment of minor health problems will be handled through a sick call system. Sick call shall be conducted daily by medical personnel. If an inmate's custody status precludes attendance at a sick call session, arrangements must be made to provide sick call services at the place of the inmate's confinement, including the segregation unit. Healthcare staff shall utilize triage protocols and shall ensure all appropriate follow-up care is provided.

4. HOSPITAL CARE

Provider shall identify the need, schedule, and coordinate any hospital care of any inmate of the Jail, and pay for such care unless limited as to payment responsibility such as preexisting conditions. This shall include all institutional charges, physician charges and any and all additional charges for medical care. This also includes responsibility for making emergency arrangements for ambulance service to the inpatient facility and reimbursement to the local ambulance organization for the services provided.

5. SPECIALTY SERVICES

To support the delivery of comprehensive health services, specialty consultations are occasionally necessary. The provider shall provide on-site specialty clinics (radiology, laboratory services, etc.) when feasible to reduce the number of off-site referrals. In the event an inmate

requires the services of medical specialist, the provider shall make referral arrangements and coordinate the delivery of the specialist's visits off-site through the transportation staff.

6. EMERGENCY SERVICES

The provider shall make provisions for 24-hour emergency medical care to inmates. This includes on-call availability by the Medical Director and Nursing staff, as well as the coordination of appropriate transportation with the facility's administrative staff.

7. ANCILLARY SERVICES

Routine laboratory and X-ray procedures should be performed on-site at the facility when possible. Procedures beyond the capabilities of the on-site equipment will be referred to outside providers. Provider shall provide the necessary follow-up for health problems identified by any of the screening tests or laboratory tests.

8. PHARMACEUTICALS

Provider may provide a total pharmaceutical system for the Jail beginning with the physician's prescribing of medication, the filling of the prescription, the administration of medication, and the necessary record keeping. The pharmaceutical system if selected shall include prescription medications and over-the-counter medications in the approved formulary. All prescription medications shall be prescribed by the responsible physician. All controlled substances, syringes, needles and surgical instruments shall be stored under security conditions acceptable to the Sheriff's Office and the Jail. Pharmacy services may be selected through a separate RFP or one offered as part of this RFP.

9. MEDICAL WASTE

The successful offeror shall provide, in compliance with all laws and regulations, for the appropriate management and disposal of contaminated waste resulting from its services including needles, syringes, medications, and other materials used in the treatment of inmates.

10. MEDICAL RECORDS

All inmates must have a medical record which is kept up to date at all times. The record shall accompany the inmates at all health encounters, and will be forwarded to the appropriate facility in the event of transfer. Access to medical/dental records will be controlled by healthcare personnel at all times and all rights concerning the confidentiality of the medical record must be followed. All transcribing and filing of information in the medical/dental record will be done by professional nurses or trained medical records clerks. Under no circumstances will inmates be allowed access to medical/dental records.

All procedures concerning the confidentiality of medical records shall adhere to all HIPPA regulations and the rules and regulations as established by the NCCHC.

11. SPECIAL MEDICAL PROGRAMS – CHRONIC CARE

For inmates with special medical conditions requiring close medical supervision, including chronic and convalescent care, a written individualized treatment plan shall be developed by the responsible physician. The plan should include directions to health care and other personnel regarding their roles in the care and supervision of the patient.

12. HEALTH EDUCATION

In-service training for all health care staff to be conducted as required and shall include basic first-aid, CPR Training, etc. This training should also include Sheriff's Office staff on an as needed basis.

13. CONSULTATION SERVICES

The provider shall provide a consultation service to the Sheriff's Office on any and all aspects of the health care delivery system at the facility, including evaluations and recommendations concerning new programs, future architectural plans, staffing patterns for new or remodeled facilities, alternate pharmaceutical and other systems and on any other matters relating to this contract upon which the Sheriff's Office seeks the advice and counsel of the provider.

14. QUALITY ASSURANCE AND IMPROVEMENT

The provider shall institute a Medical Quality Assurance/Improvement Program, which may include but may not be limited to audit and medical chart review procedures. When deficiencies are noted, a plan of corrective action (improvement) shall be put into place.

15. MONTHLY STATISTICS

Narrative reports shall be submitted each month with data reflecting the previous month's activity by facility to include:

- a. Inmate's requests for various services
- b. Inmates seen at sick call
- c. Inmates seen by physician
- d. Inmates seen by dentist
- e. Infirmary admission, patient days, average length of stay
- f. Mental Health admissions
- g. Off-site hospital admissions to include ER and general physician referrals
- h. Medical specialty consultation referrals
- i. Intake medical screening
- j. Fourteen (14) day history and physical assessments
- k. Psychiatric evaluations
- l. Diagnostic studies
- m. Report of third party reimbursement, pursuit and recovery
- n. Pharmacy report of inmate population dispensed medication

- o. Inmates testing positive for venereal disease
- p. Inmates testing positive for AIDS or AIDS Antibodies
- q. Inmates testing positive for TB
- r. Inmate Mortality
- s. Number of hours worked by entire medical staff, specifying each post or shift
- t. Monthly off-site visits

16. STAFFING

Provider must recruit, interview, hire, train and supervise all health care staff and such health care staff must be adequate to meet all conditions and specifications as set forth in this RFP, the proposal selected, and the resulting contract. In order to maintain continuity in the proposal process and to ensure comparable staffing arrangements, the below staffing plan has been recommended. The Sheriff's Office is open to other more cost effective staffing options the offeror may want to propose. The Sheriff's Office reserves the right to negotiate alterations to the suggested staffing plan during the RFP process and also after contract award. Any alterations agreed upon after a resulting contract award must be documented in a written contract modification.

- a. Medical Doctor – 2 hours per week
- b. Medical Team Administrator – 40 hours per week
- c. Nursing/Paramedic coverage to provide staffing 16 hours per day, 7 days per week minimum
- d. On-call medical staff for hours staff not on site

17. PERSONNEL

The provider shall engage only licensed and qualified personnel to provide professional coverage. Personnel must meet all licensing requirements of the Commonwealth of Virginia. All personnel shall comply with current and future state, federal, and local laws, regulations, court orders, administrative regulations, and administrative directives. All personnel shall be subject to a background check by the Sheriff's Office.

18. ELECTRONIC MEDICAL RECORDS

- a. Electronic Medical Records (EMR): Please provide any information regarding an optional offering to incorporate an Electronic Medical Records platform and system with the proposed service program. To include the following:
 - i. Licensure Fee(s) – Please state who will have the ultimate ownership of the program;
 - ii. Hosting Fee(s) – Please state any and all fees for implementation and therefore after storage/hosting fees for all platform and record items;
 - iii. Equipment Fee(s) – Please state any and all equipment needs for the proposed program, as well as any additional future needs (to include all hardware such as tablets, printers, scanners, signature pads, etc.).
 - iv. Maintenance Fee(s) – Please state any and all on-going maintenance fees which

- will be applicable for this system, to include upgrades.
- v. Transfer Fee(s) – Please include information on any transfer fees which may be applicable if the Sheriff’s Office does NOT own the system, and the vendor is later changed, but the Sheriff’s Office would like to keep the system in place – is there a fee or transfer service which would be followed.
 - vi. Integration Fee(s) – Please include information and estimated costs of any integrations for the ADC management system, pharmacy, and lab services.

Along with the program information, please indicate if there will be allowable portals for access by the Sheriff’s Office Administrator and/or any outside providers, such as the Medical Director. Further, with the proposal of such a program, there will be a requirement for Cyber Insurance to cover the Sheriff’s Office for any breach of HIPAA information.

19. OPTIONAL SERVICES

All proposers should include a list of suggested optional services. These services will be evaluated by the Sheriff’s Office for need and value. At minimum, proposers should include the following optional services:

- a. Telehealth: As availability of services to patient population continue to be a concern, please provide any information regarding an optional offering of Telehealth Services, and how they would be used within your program. Please include any and all fees, to include equipment needs and costs.

20. EXCEPTIONS

Any and all deviations from, or exceptions to, the above specifications and requirements must be listed and prominently displayed in proposal materials and should be clearly stated by the offeror on a separate section titled “Exceptions”.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

1. RFP Response: In order to be considered for selection, Offerors must submit a complete response to this RFP to include:
 - a. **One (1) original and four (4) paper copies of the entire proposal, INCLUSIVE OF ALL ATTACHMENTS.** Any proprietary information should be clearly marked.
 - b. **One (1) electronic copy** in WORD format or searchable PDF (USB/Flash Drive) of the entire proposal as one document, **INCLUSIVE OF ALL ATTACHMENTS** mailed along with the hard copy above. Any proprietary information should be clearly marked.
 - c. Should the proposal contain **proprietary information**, provide **one (1) redacted** electronic copy in WORD format or searchable PDF (USB/Flash Drive) of the entire document **INCLUSIVE**

OF ALL ATTACHMENTS. All identified proprietary information should be blacked out.
This USB/Flash Drive should be marked “*Redacted Copy*”

d. Response shall be submitted to:

Jeff Groseclose, CPPB, VCO, VCA, Procurement Manager
Montgomery County Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Identify on outside of envelope: **Sealed RFP # 22-15**

RFP Due date/Opening date and hour: **April 19, 2022 at 3:00 PM**

The Offeror shall make no other distribution of the proposal.

2. Proposal Preparations:

- a. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Procurement Manager will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals will be reviewed and evaluated by a Committee as designated by the Sheriff's Office..
- c. Proposal should be prepared simply and economically, providing a straight forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page. the proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that

single volume.

- f. Ownership of all data, materials and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and as detailed as possible so that the Sheriff's Office may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide four (4) recent references, similar to Montgomery County Sheriff's Office for whom the Offeror has provided the type of services described herein. Include the date(s) services were furnished, the client name, address, email address, and the name and phone number of the individual the Sheriff's Office has permission to contact. Include references where the individuals assigned to us have worked.
3. History of the provider, including number of years in business and size of provider. Identify headquarters and nearest office, and identify the office which will serve as the managing office for the services provided to Montgomery County Sheriff's Office. Include a list of services offered.
4. Biographies, including experience of the individuals who will be assigned to provide services to Montgomery Sheriff's Office, experience of each in detention centers, relevant experience of each in detention centers similar in size and scope to the Montgomery County Jail, and recent continuing professional education of each.
5. Provide a statement of assurance that the Offeror is not currently in violation of any regulatory agency rule or, if in violation, and explanation as to why the violations would not have material adverse impact on the Offeror's ability to perform under this contract.
6. Provide a statement of assurance that neither the Offeror nor any subcontractor or partner is currently debarred from providing to any local government or other public entity, division or

agency of or within the Commonwealth of Virginia.

7. The proposal must explain in detail how medical care for inmates at the jail will be delivered and how the offeror will meet the Statement of Need.
8. Provide standard policies and procedures of the provider relating to medical care to be established and implemented solely by the provider once mutually approved by the provider and the Sheriff's Office. Offeror should note that all policies and procedures are subject to approval by the Sheriff's Office, especially in areas that may impact the security and general administration of the Jail.
9. Each proposal should describe how billing to the Sheriff's Office will be handled, and the expected terms for payments by Montgomery County to the offeror if a contract is awarded.
10. Each proposal should include detailed list of specific items or classifications of cost and the assigned responsibility for covering the cost for each item should be explained fully. Some examples of those items include, but are not limited to personnel, wages, benefits, medical supplies, office supplies, forms, travel expenses, telecommunications, administrative services, licensing/permitting, on site services, off site services
11. Proposal should include any agreements in addition to this RFP and the standard contract form that the offeror may require the Sheriff's Office to accept.
12. Proposal should state how quickly offeror can assume all responsibilities of contract after award.
13. Proposal should include any optional/alternative services, programs, and technology that each offeror may provide to best meet healthcare needs of inmates. These optional services should be itemized separately and clearly in the proposal and all information such space requirements and/or other pertinent information shall be fully described and noted in the proposal. Offerors should be prepared to price these options or alternatives separately.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: The Sheriff's Office shall engage in individual discussions and interviews with two or more proposers deemed fully qualified, responsible and suitable on the basis of initial responses, and with emphasis on professional competence to provide the required services. Repetitive informal interviews are permitted. Proposers shall be encouraged to elaborate on their qualifications, performance data, and staff expertise relevant to the proposed contract. Proposers may also propose alternate concepts or methodology. Proprietary information from competing proposers (including any data on estimated man-hours or rates and the plan for accomplishing the scope of work) will not be disclosed to the public or to competitors, provided such information is duly marked as "Proprietary Information" by the Proposer and the designation is justified as required by Section 2.2-4342F, Code of Virginia, as revised. At the conclusion of the informal interviews and on the basis of evaluation factors set forth in Section VI.B. and the information provided and

developed in the selection process to this point, the Sheriff’s Office shall rank, in the order of preference, the interviewed proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted with the Proposer ranked first. If a contract satisfactory and advantageous to the Sheriff’s Office and the Proposer can be negotiated at a fee considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable fee.

Should the Sheriff’s Office determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one offer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Proposer.

B. Evaluation Criteria: Proposals shall be evaluated by the Sheriff’s Office using the following criteria:

Each proposal will be evaluated on the following criteria:

	Evaluation Criteria	Weight
1	Expertise, experience, and qualifications of the provider’s personnel in providing services as related to the Statement of Need	30
2	Capabilities, skills, and capacity to meet the Statement of Need	30
3	Approach and Methodology to meeting the Statement of Need	30
4	Financial responsibility of the provider as evidenced by the provider carrying Professional Liability Insurance.	10

VI. OPTIONAL PRE-PROPOSAL and SITE VISIT:

SITE VISIT: There will be a site visit at the Montgomery County Jail on **Wednesday, March 30, 2022 at 10:00 AM.** ****Potential offerors intending to attend this site visit MUST pre-register to attend. No admittance will be allowed to anyone who did not pre-register**** Email mcpurchasing@montgomerycountyva.gov no later than 5:00 pm on Monday, March 28, 2022 to pre-register for the site visit and receive instructions for attendance. The purpose of this site visit is to allow potential offerors an opportunity to inspect the facility where services will be required and performed.

PREPROPOSAL CONFERENCE: A pre-proposal conference will be held on **Wednesday, March 30, 2022 at 11:00 AM.** Potential offerors may also attend by teleconference. ****Potential offerors intending to attend this conference MUST pre-register to attend. Admittance may not be allowed to anyone who did not pre-register****

Email mcpurchasing@montgomerycountyva.gov no later than 5:00 pm on Monday, March 28, 2022 to pre-register for the conference and to receive instructions for attending in person or by teleconference. The purpose of this conference is to allow potential offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at the site visit and/or the conference will not be a prerequisite to submitting a proposal, offerors who intend to submit a proposal are encouraged to attend. Have a copy of this solicitation with you during the conference. Any changes resulting from this conference will be issued in a written addendum to this solicitation.

VII. CONTRACT ADMINISTRATION: Captain Kim Haug, or designee, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or her designee, shall determine the amount, quantity, acceptability, fitness of all aspects of the services and shall decide all other questions in connection with the services. The Contract Administrator, or her designee, shall not have the authority to approve changes in the services which alter the concept or which call for an extension of time for this contract. Any modifications made must be authorized by the Montgomery County Purchasing Department through a written amendment to the contract.

VIII. PAYMENT PROCEDURES: The Sheriff's Office will authorize payment to the Contractor after receipt of Contractor's correct invoice for services rendered. Invoices shall be sent to:

Montgomery County Sheriff's Office
Attn: Captain Kim Haug
1 East Main Street
Christiansburg, VA 24073

IX. CONTRACT PERIOD: The term of this contract is for one (1) year or as negotiated. There will be an option for four (4) additional one-year renewals or as negotiated.

ATTACHMENT A

TERMS AND CONDITIONS

All references to Montgomery County and the Commonwealth of Virginia in the General Terms and Conditions, and the Special Terms and Conditions, in this section also include and apply to the Montgomery County Sheriff's Office.

GENERAL TERMS AND CONDITIONS

https://www.montva.com/docs/default-source/purchasing-solicitations/rfp_terms_and_conditions.pdf?sfvrsn=ecfd231d_2

SPECIAL TERMS AND CONDITIONS

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that Montgomery County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and addressed as follows:

Montgomery County
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, VA 24073-3179

Reference the opening date and hour, and RFP Number in the lower left corner of the envelope or package.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. No other correspondence or other proposals should be placed in the envelope. Proposals may be hand delivered to the Montgomery County Purchasing Department.

6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by Montgomery County.
8. **INSURANCE:**

By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- A. Worker's Compensation - Statutory requirements and benefits.
- B. Employers Liability - \$100,000.00
- C. General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
- D. Automobile Liability - \$1,000,000.
- E. Profession/Service:

Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)

Code of Virginia § 8.01-581.15

<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>

The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract

9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal received in response to this solicitation shall be valid for (120) days. At the end of the (120) days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
11. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
12. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of Montgomery County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish Montgomery County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
13. **STANDARD OF CARE: In providing services under this Agreement, the Contractor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances as the same time and in the same or similar locality.**
14. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the Contractor's expense.

**ATTACHMENT B
MONTGOMERY COUNTY SHERIFF'S OFFICE
STANDARD CONTRACT**

Contract Number:

This contract entered into this ___ day of, 202__, by _____ hereinafter called the "Contractor" and the Montgomery County Sheriff's Office, called the "Sheriff's Office".

WITNESSETH that the Contractor and the Sheriff's Office, in consideration of mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide the services to the Sheriff's Office as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid in accordance with the Contract Documents.

CONTRACT DOCUMENTS: The Contract Documents shall consist of signed Contract, the statement of need, general terms and conditions, special terms and conditions, specifications, and other data contained in this Request For Proposal Number, dated _____, together with all written modifications thereof, the proposal submitted by the Contractor dated _____ and the Contractor's letter dated _____, all of which contract documents are incorporated herein.

In **WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

MONTGOMERY COUNTY SHERIFF'S OFFICE:

By: _____

By: _____

Title: _____

Title: _____