

CENTRAL VIRGINIA REGIONAL JAIL

**REQUEST
FOR
PROPOSALS**

**DENTAL
SERVICES**

October 2017

**Central Virginia Regional Jail
Request for Proposals – Dental Services**

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I. SCOPE AND OVERALL REQUIREMENTS

- A.** The Central Virginia Regional Jail Authority (“the Jail Authority”) is seeking proposals from qualified persons or organizations (“Offerors”) to provide professional dental services for three (3) years at the Central Virginia Regional Jail (“the Jail”). The term Offeror, Contractor, or Dentist as used herein is deemed to include one or more Dentists within a Dental Practice.
- B.** The Jail Authority operates a correctional facility in Orange County, Virginia and provides medical care for approximately 400 incarcerated individuals. Dental care and services are provided in accordance with standards prescribed by the American Dental Association (“ADA”) and the Virginia Department of Corrections (“VADOC”). Care is provided to adult male and female inmates, both within the facility and, when necessary, by outside specialists on the basis of referral for outside treatment by an Oral Surgeon.
- C.** This Request for Proposals (“RFP”) is made in accordance with the Jail Procedures for Purchasing Goods and Services, Policy B-1.4 (“Jail Procedures for Purchasing”). Section III, A.2.d.

II. PERIOD OF CONTRACT

- A.** The contract term with the successful Offeror (aka Contractor) will commence on the date of award and terminate (3) years later from the effective date.

III. QUALIFICATIONS OF OFFEROR

- A.** Contractor Dentist must meet the Code of Virginia qualifications and licensure requirements and be adequately insured as provided in this RFP.
- B.** Dentists and staff providing services at the Jail facility must maintain copies of current licenses at the Jail.

IV. WORKING HOURS/LOCATION

- A.** Working hours are negotiable, but must be structured to satisfy operational and staff requirements of Section XI of this solicitation, and otherwise be acceptable to the Jail Superintendent. All services are to be provided within the secure area of the Jail.
- B.** Offerors must provide an on-call dentist for consultation.

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V. SUBMISSION OF PROPOSALS

- A.** Offerors must submit a resume and a letter of interest emphasizing professional qualifications, experience and current and projected private practice caseload pertinent to these services.
- B.** In order that a proper evaluation of each proposal can be made, each Offeror must provide information regarding his/her ability to perform requirements listed in **Section XI** and conform to the work hours required in **Section IV**.
- C.** The Jail Authority reserves the right to reject any and all proposals.
- D.** Offerors must provide at least two (2) references from agencies/entities in which the Offeror is under contract to provide Dental Services. The provided information must include the name of the agency/entity, address, telephone number, point of contact, the period of contract, and if not current, the reason for contract termination.

VI. DELIVERY OF PROPOSALS

- A.** Offerors are to provide three (3) copies of their proposal packaged together, sealed and **CLEARLY MARKED**, "Proposal for Dental Services". Address or deliver to:

**Superintendent F. E. Dyer, III
Central Virginia Regional Jail
13021 James Madison Highway
Orange, Virginia 22960**

- Questions regarding this RFP should be addressed in writing to: Superintendent F. E. Dyer, III. Written questions must be received a minimum of five (5) days prior to the proposal deadline to receive a reply. Responses to clarifications questions will be sent to all known Offerors.
- B.** Proposals are due no later than **November 27, 2017 at 2:00 PM**. The Jail Authority has the right to reject any or all proposals.
 - C.** No proposal or amendment to a proposal will be opened or considered if received after the due date and time. Proposals received prior to the time of opening will remain unopened until the due date and time. No responsibility shall be attached to the Superintendent or his representative for the premature opening of a proposal not properly addressed and identified as specified herein.

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- D.** Emailed, Telegraphic or facsimile submitted proposals will not be accepted and any proposal received in such a manner will not be considered.

VII. BASIS FOR SELECTION AND EVALUATION OF PROPOSALS

Selection will be based and proposals evaluated on the following criteria:

- Dentist’s resume; if a group of dentist reply as a practice then each individual resume would be needed;
- Dentist’s previous experience providing Dental Services in a Correctional Environment;
- Dentist’s experience at achieving and maintaining standards of service and practice as set forth by the American Dental Association, and the Virginia Department of Corrections;
- Dentist’s suitability for admission to the secure detention center environment and contact with male and female inmates; this would include Criminal History Check through NCIC,VCIN and PREA Training
- Responses received from Offeror’s contract references.

VIII. CONTRACT NEGOTIATION

- A.** After all proposals have been evaluated; negotiations will proceed with the highest ranked Offeror that best meets the selection criteria. If a satisfactory contract cannot be negotiated with the highest ranked offeror, negotiations will be terminated. Negotiations will then commence with the second most qualified Offeror, and so on, until a contract is finalized.
- B.** Upon final contract negotiations, both the successful and declined Offerors will be notified in writing.

IX. COMPENSATION

- A.** The Dentist/Contractor will be under Contract with the Jail Authority. The Contractor will not be an employee of the Jail Authority. Accordingly, no deductions for withholding taxes will be made from payments to Contractor, and the Contractor and his or her employees are not entitled to any Regional Jail benefits.
- B.** So long as the Contractor complies with the provisions of the Contract, payment will be made monthly upon approval of an invoice for services rendered by the Contractor. Payment will be made by check from the Central Virginia Regional Jail.

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X. TERMINATION OF CONTRACT

The resulting Contract for professional dental services may be terminated under the following conditions.

- A. The Owner may terminate this Contract for its convenience at any time upon providing ninety (90) days written notice to the Contractor. In such case, the Contractor shall be entitled to receive as full compensation for all services performed hereunder payment for all Work performed prior to the date of termination. Payment of such compensation is the sole and exclusive remedy of the Contractor for termination of this Agreement by the Jail hereunder and the Contractor shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.
- B. Upon suspension or revocation of the Contractor's/Dentist's license to practice dentistry in the Commonwealth of Virginia; or
- C. Each party to this agreement agrees and understands that the funding is not automatically recurring and that no promise or assurance has been made or signaled that funding would be available beyond the end of the contract.

XI. PERFORMANCE DESCRIPTION AND REQUIREMENTS

The Contractor shall:

- A. Conduct Dental Clinic Call at the Jail as frequently as necessary accomplishing The tasks listed below, a minimum of 10 hours per week. Both parties shall mutually agree upon dates and times. Clinic Call will, at a minimum, include:
 - Examination of all inmates referred by Nursing Staff for dental care;
 - Review of laboratory results;
 - Refer inmates for review or treatment by oral surgeons for incidents where treatment cannot be completed at the facility.
 - Provide other services as may be necessary to assure high quality dental care that may be necessary in accordance with standards promulgated by the American Dental Association (“ADA”) and/or Virginia Department of Corrections (“DOC”).
- B. Meet with the Jail Superintendent, or his designee, as requested.
- C. Assist the facility with cost management.

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- D.** Advise the Jail Superintendent regarding any perceived deficiencies in the Jail’s medical clinic as they relate to the Jail’s program of dental care and treatment and work with the Superintendent to reasonably resolve any such issues.
- E.** Appear and testify on behalf of the Jail Superintendent or Jail Board Members in cases involving litigation against the Jail, Jail Staff or Jail Board Members, related to work performed under this Contract.

XII. RESPONSIBILITY OF THE JAIL

- A.** Provide facilities and other resources for inmate dental care and services that meet or exceed standards dictated by law, regulations, the ADA and Virginia DOC.
- B.** Develop and implement policies to maintain a healthy and safe living environment within the Jail.
- C.** Place no restrictions or requirements upon the Contractor, which will unduly restrict or compromise the professional credentials of the Contractor or its practice, individual dentists or staff who work for them.
- D.** Provide a medical clinic within the Jail, suitably outfitted with the equipment, supplies and materials necessary to maintain a program of dental care and treatment.
- E.** Grant Contractor/Dentist supervisory control over duties assigned to the Medical Staff of the Jail, which pertain to dental matters.

XIII. CHANGES TO CONTRACT DURING TERM

The Contract may be amended at any time during its term by mutual agreement of the parties. No amendment will take effect until first submitted in writing and signed by all parties.

XIV. INSURANCE REQUIREMENTS

- A.** The Contractor shall be responsible for the Contract Dentist’s work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the Jail’s Dental Equipment and X-Ray therewith. The Contractor assumes all risks of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any

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person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

- B.** The Contractor shall maintain professional liability insurance with a limit of not less than \$1,000,000 for the duration of the Contract. The Contractor shall also maintain any other insurance required by the Code of Virginia, Federal law and any regulation, which pertains to the provision of these services. All insurance shall be in a form and with a company acceptable to the Jail. The Contractor shall provide the Jail with certificates of insurance acceptable to the Jail and with the Jail Authority indicated as a co-insurer prior to execution of the Contract. The insurance shall not be modified or terminated without thirty (30) days prior written notice to the Jail and, if the Jail does not concur with any changes to the insurance or successor insurance, the Contract will be terminated without further liability of the Jail to Contractor except for those sums determined by the Jail to be outstanding at the time of termination.

XV. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the Jail Authority, its officers, agents, all employees and volunteers, from any and all claims for bodily injury, personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorney's fees, and the cost of appeals or other proceedings arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor, his or her subcontractor or his or her agents and employees.

XVI. EQUAL OPPORTUNITY

By submitting a proposal, the Offeror certifies that it is an equal opportunity employer having no discriminatory practices in place against any employee, subcontractor or applicant for employment because of race, religion, color, sex, age or national origin or disability and will maintain its status as an Equal Opportunity Employer through the period of Contract if awarded. Specifically, pursuant to Va. Code § 2.2-4311, the following provisions are incorporated into the Contract:

- 1. During the performance of the 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the 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.

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B. 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.

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

2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

XVII. DRUG-FREE WORK PLACE

By submitting a proposal, the Offeror certifies that it has in place policies and procedures promoting a drug-free workplace and prohibiting its employees from engaging in unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled drug or marijuana during the contract period if awarded. Specifically, the following provision shall be incorporated into the Contract in accordance with Va. Code § 2.2-4312:

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 vendor.

XVIII. WOMEN, MINORITY, SERVICE DISABLED, AND SMALL BUSINESSES OWNERS AND FAITH BASED ORGANIZATIONS

Pursuant to Jail Procedures for Purchasing Section III. A. 4. and Va. Code § 2.2-4310, an Offeror will not be discriminated against in the solicitation or award of the Contract because of race, religion, color, sex, national origin, age, disability, status as a service related veteran, or any other basis prohibited by state law relating to discrimination in employment. or against faith based organizations.

Pursuant to Jail Procedures for Purchasing Sections III. A. 3 and 4 and Va. Code §§ 2.2-4310 and 2.2-4343.1, equally, women, minority and small business owners and faith-based organizations are encouraged to submit proposals for consideration.

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**XXII. COMPLIANCE WITH STATE LAW BUSINESS AUTHORIZED TO
TRANSACTION BUSINESS IN THE COMMONWEALTH**

Pursuant to Va. Code § 2.2-4311.2, a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Va. Code Title 13.1 or Title 50 or as otherwise required by law.

**XXIII. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS AND
FEDERAL IMMIGRATION LAW**

Pursuant to Va. Code § 2.2-4311.1, the Contract includes the following provision: The Contractor does not, and shall not during the performance of this Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

XXIV. ACCESS TO RECORDS AND REPORTS

- A.** The Contractor agrees to provide the Jail or any of its authorized representative's access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transactions or any other purpose required by the Jail.
- B.** The Contractor agrees to permit the Jail or its authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the Jail, or any of its duly authorized representatives, has disposed of all such litigation, appeals, claims or exceptions related thereto.