

**Request for Proposals for Health Care Services
at the Penobscot County Jail**

Sealed proposals will be received at:

William Collins, County Administrator
C/O Penobscot County Commissioners
97 Hammond Street
Bangor, Maine 04401

NOTES:

FAXED SUBMISSIONS WILL NOT BE ACCEPTED.
EMAIL SUBMISSIONS WILL NOT BE ACCEPTED.

Bids must be delivered in hand or by mail or parcel service with proof of
delivery service date and time at the:
Office of the Commissioners
97 Hammond Street Bangor, Maine 04401.

QUESTIONS ALL QUESTIONS SHALL BE SUBMITTED IN WRITING NO
LATER TO THE ATTENTION OF:

Sheriff Troy Morton
Penobscot County Sheriff's Office
85 Hammond Street
Bangor, Maine 04401
Or Via e-mail: tmorton@penobscot-sheriff.net
Or Via fax: (207) 945-4751

Responses to all questions will be replied to in writing and all questions and
responses will be posted on the "News" section of the departmental web page at
<penobscot-sheriff.net>

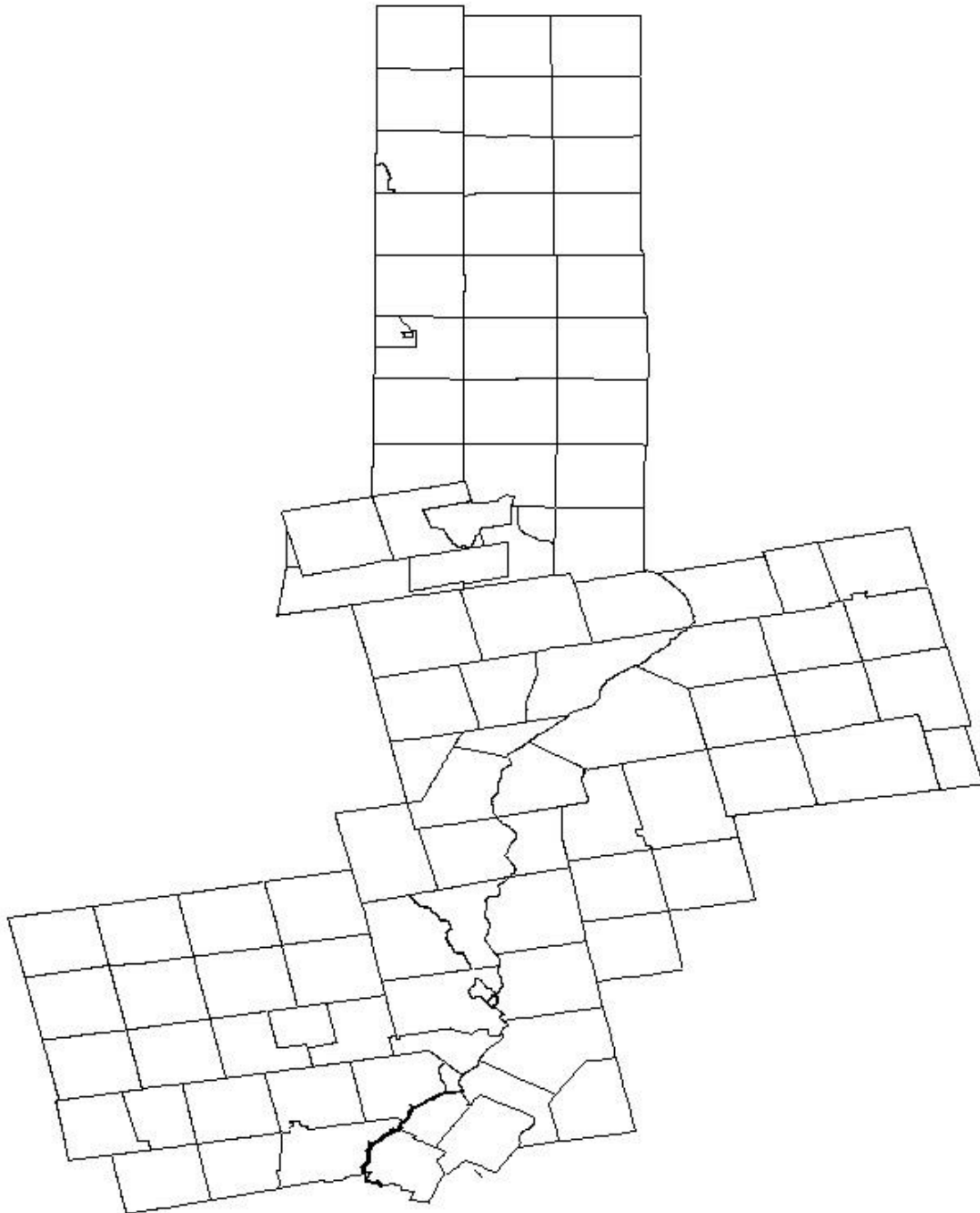


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SECTION 1 - INSTRUCTIONS AND GENERAL CONDITIONS

1.1 Purpose

- 1.1.1 The County of Penobscot is requesting proposals from organizations that are qualified to provide health care to inmates detained in, and to operate and manage the healthcare program in the Penobscot County Jail. The Proponent agrees to provide services, which meet the Maine Standards for Jails, Holding Facilities and Short Term Detention Areas as promulgated pursuant to 34 MRSA § 1208.

The following table lists the jail's inmate capacity:

Name of Jail	Rated Capacity	Average Daily Inmate Population	Date medical services contract to begin	Jail serves female inmates	Jail serves juvenile inmates for up to 72 hours
Penobscot	157	188	January 30, 2018	Y	Y
					Generally, < 6

This Request for Proposals (RFP) contains the key questions and information requirements for respondents to address. Submissions must fully address all items. It is the intent of the RFP process to receive proposals prepared in accordance with this RFP and consistent with the scope of services required.

- 1.1.2 Innovative ideas for management of the inmate healthcare services will be welcomed. The county anticipates receiving all proposals and then negotiating a management agreement with one proponent. Proposals will be evaluated based on the criteria established within the RFP. The county reserves the right to negotiate any and all fees and contractual terms upon selection of the preferred contractor. It is anticipated that the contract term will be for a period of three (3) years, with an option to renew the contract for up to two additional two-year (2) terms.
- 1.1.3 Award of Contract- The Board of Commissioners reserve the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids, to investigate the references of any and all bidders, to negotiate with one or more bidders and otherwise to act as it deems to be in the best interests of the county. The county commissioners may make awards following competitive bids to a bidder, considering price, quality, and overall value of the service offered and reliability of past and expected future service. All bids will be scheduled and opened at a publicly announced meeting. Lowest cost is not the sole determinant for the award and the county is not obligated to accept the lowest cost bid.

1.2 Definitions: In this RFP, the following terms will have the meaning set forth below:

- 1.2.1 "The jail, facility or detention facility" means a jail facility or any of its satellite operations serving one or more Maine county.
- 1.2.2 "Designated Representative" means employees or representatives who are authorized in writing to deal with the Contractor on behalf of the county in connection with the goods and services or to make decisions in connection with the Contract.
- 1.2.3 "Closing Time" means the closing date, time, and place as set out on the title page of this RFP.
- 1.2.4 "Contract" means the executed agreement between the county and the Contractor on the terms and conditions set out in the Contract Documents.
- 1.2.5 "Contract Documents" means the Contract, the Contractor's Proposal Documents, the RFP and such other documents as listed in the Contract.
- 1.2.6 "Contractor" means the successful Proponent who enters into a contract with the Facility to provide the Services pursuant to this RFP, its employees and agents.
- 1.2.7 "Facility" means the jail and any satellite locations where medical services are to be provided.
- 1.2.8 "Fiscal Year" denotes the period of time from July 1 through June 30.
- 1.2.9 "Health Care Delivery System" means medical services
- 1.2.10 "Proponent" means the person, firm or corporation responding to this RFP.
- 1.2.11 "Proposal" means the proposal with all accompanying schedules, appendices or addenda submitted by the Proponent in response to the RFP.
- 1.2.12 "Proposal Submission Forms" means the Proposal summary and required information, completed in accordance with Section 3 - Proposal Submission Instructions, Format, and Forms.
- 1.2.13 "RFP" means this Request for Proposal consisting of all papers bound with or attached to this document. These may include but not be limited to: Addenda issued during RFP process; Section 1 - Instructions and General Conditions; Section 2 - Statement of Requirements and Special Conditions; Section 3 - Submission Instructions, Format, and Forms; Section 4 - Draft Contract; Section 5 - Copy of Advertisement for RFP.
- 1.2.14 "Requirements" or "Services" means all specifications and requirements set out in any section in the RFP that describe the general requirements that the services, goods, materials, or equipment must meet and the successful Proponent must provide.

1.2.15 "Special Conditions" means the special conditions, if any, set out in the RFP, and elsewhere in the Contract.

1.2.16 "Subcontractors" means subcontractors, agents or third parties engaged by the Proponent in connection with providing or supplying the services, goods, materials, or equipment.

1.3. Documents

Documents pertinent to the RFP and all papers bound with or attached to this RFP and as described in the Table of Contents are necessary parts of the RFP and must not be detached or altered. Proponents must submit their Proposals using the format and forms described in Section 3 - Proposal Submission Instructions, Format, and Forms.

1.4. Receipt of Proposal

1.4.1 Proposals will be received up to the Closing Time. The Proposal and required number of copies (in accordance with Section 3) shall be submitted in a sealed envelope or package, marked with the Proponent's name and the RFP title and number, by the date and time shown on the title page of this RFP. Any proposals received after the scheduled closing time for the receipt of proposals will not be considered and will be returned to the proponent, unopened.

1.4.2 Proponents may withdraw or resubmit their proposal at any time prior to the closing time for receipt of proposals. No proposal may be withdrawn after the scheduled closing time for receipt of proposals for a period of ninety (90) days.

1.4.3 If alternative Proposals are offered, the Proposals shall be submitted separately in the same format as the initial Proposal.

1.4.4 Any deviations from the requirements or the conditions specified in this RFP must be clearly stated in the Proponent's Proposal. The county will be the sole judge as to what constitutes an acceptable deviation. If no deviations are indicated in the Proponent's Proposal, the county expects the Proponent to be in full compliance of the requirements and conditions as stated herein.

1.4.5 A Proposal which:

- a. contains an error, omission, or misstatement, which contains qualifying conditions, or
- b. does not fully address all the requirements of this RFP, or
- c. otherwise fails to conform to this RFP may be rejected in whole or in part. The county may waive any non-compliance with the RFP, specifications, or any conditions including the timing of delivery of anything required by the RFP. The county may at their sole discretion elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or which have not complied with the process for submission set out herein.

1.4.6 All costs for the preparation of the Proponent's Proposal will be borne solely by the Proponent.

- 1.4.7 Amendments to a Proposal may be submitted if delivered in writing to the address shown on the title page of this RFP prior to the Closing Time. In addition, Proposals may be withdrawn providing a written and signed notice has been received prior to the Closing Time.

1.5. Unacceptable Proposals

- 1.5.1 Proposals received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened. Unacceptable proposals, which are opened in error, will not be considered.
- 1.5.2 Proponents are cautioned to carefully read and follow the instructions stated herein, as the county reserve the right to disqualify any Proposal that fails to meet any of the Requirements of this RFP.

1.6. Inquiries and Clarifications

- 1.6.1 It is the responsibility of the Proponent to thoroughly examine these documents and to understand the full requirements of this RFP. Inquiries are to be in written form only and faxed ore-mailed to the contact person shown on the cover page of this RFP. Inquires may be made up to five (5) working days prior to the Closing Time. If appropriate, responses will be issued to all Proponents.
- 1.6.2 The county may issue a written addendum up to five working days prior to the Closing Time and will make every effort to ensure that all Proponents receive all addenda; however, it is the responsibility of the Proponent to determine whether any addenda have been issued, before the Closing Time. This RFP and other such items will be posted on the "News" section of the sheriff's web page at <penobscot-sheriff.net>
- 1.6.3 The county shall not be bound by oral or other information, explanations, or clarifications not confirmed by written addendum.
- 1.6.4 All questions must be submitted to the attention of Sheriff Troy Morton; Penobscot County Sheriff's Office and may be faxed to (207) 945-4761 or sent via e-mail to tmorton@penobscot-sheriff.net Questions received will be answered in writing and will be sent to all proponents.

1.7. Contract Requirements

- 1.7.1 The successful Proponent will be required to enter into a contract on January 30, 2018.
- 1.7.2 Term of Contract: The contract period will be for an initial three-year period, from January 30, 2018 until December 31, 2020 with an option to renew for two additional two-year periods.
- 1.7.3 If any of the terms set out herein are unacceptable to the Proponent, the Proponent must

identity such terms and provide suggested alternatives in its Proposal. The county is not obligated to accept or consider any alternatives.

- 1.7.4 The county will not be obligated in any manner to any Proponent whatsoever until the Contract is fully executed.
- 1.7.5 Execution of Contract: If the successful Proponent fails to execute and return the Contract to the county within ten (10) days of receipt of the completed contract, the county may cease all discussions and have no obligation to the Proponent. The county may, if they choose to do so, award the Contract to another Proponent, all without affecting any claim, which the County may have against the Proponent as a result thereof
- 1.7.6 Termination of contract: This Agreement may be terminated upon written notice by either party to the party who breaches a material term or condition of the Agreement. A breach of material term or condition of this Agreement can be cured by the breaching party's performance (or payment of money) within 30 days after receipt in writing from the other party of notice of such breach.

In the event that the successful Proponent is unable or unwilling to perform its obligations under the Agreement, the county shall have the right to terminate this Agreement without any continuing obligations to the successful Proponent.

This Agreement may be terminated without cause by either party by giving to the other party in writing a ninety (90) day notice of its intent to terminate this Agreement.

1.8 Evaluation

- 1.8.1 Evaluation Criteria: The county will evaluate the proposals received on the basis of the overall best value to the county and any criteria set out herein based solely on the facility's assessment of the Proposal including, but not limited to:
 - 1.8.1.1 Thoroughness and completeness of proposal; responsiveness to RFP requirements.
 - 1.8.1.2 Demonstrated understanding of the problems and needs presented by the project. Soundness of proponent's approach to the problems and needs presented by the project including proponent's methodology for achieving specific tasks and objectives.
 - 1.8.1.3 Experience and capacity of proponent including recent and related experience. Experience related to government activities will be granted higher weight. Overall coverage of nursing hours, sick call frequency and med tech hours will be evaluated. Proposals that maximize the provision of these services will be given higher weight. Proponent shall submit with its proposal a list of references for all its current contracts for Healthcare Services. The reference list is to contain the following for each reference: (1) the name of the organization, (2) contact person, (3) telephone number, (4) description of service provided, and (5) the length of time the Proponent has been providing the service.

- 1.8.1.4 Qualifications of project personnel, proponent's ability to commit capable staff and support a project of this size, and proposed staffing pattern.
- 1.8.1.5. Best economic offer for the site; cost effectiveness and reasonableness of proponent's proposed fees. (NOTE: This in no way implies the proponent with the lowest price proposal will necessarily be selected.)
- 1.8.1.6 Any other criteria the county, in its sole discretion, deem necessary to evaluate the Proponent's offer.
- 1.8.2 Evaluation of Subcontractors: All subcontractors of the Proponent will be subject to the same evaluation process, at a minimum. It is the responsibility of the Proponent to guarantee that all subcontractors will comply with all the requirements and terms and conditions set out in the RFP document. With the exception of emergency replacement staff, nurses shall be employees of the Proponent.
- 1.8.3 Presentation and Additional Information: After the proposal opening, Proponents may be required to provide additional information as deemed necessary by the county. Any costs incurred in providing a presentation or other information is the responsibility of the Proponent. Such presentations provide an opportunity for the Proponent to clarify their proposal and to ensure thorough mutual understanding. The county will determine whether a presentation is needed and will schedule the time and location for the presentation.
- 1.8.4 Negotiations
 - 1.8.4.1 The county reserves the right, at their sole discretion, to enter into negotiations with the Proponent or with any other Proponents concurrently. In no event will the county be required to offer any modified terms to any Proponent prior to entering into a Contract, and the will not be liable to any proponent as a result of such negotiations.
 - 1.8.4.2 The county may, prior to and after Contract award, negotiate changes to the requirements, services, specifications or any conditions with any one or more of the Proponents. The county may do so without having any duty or obligation to advise any other Proponent or to allow them to vary their Proposal as a result of changes to the scope of the requirements, services, specifications or any conditions. The county shall have no liability to any other Proponent as a result of such negotiations or modifications.

1.9 Award

- 1.9.1 A contract resulting from this RFP shall be awarded to the responsive and responsible Proponent, whose proposal is determined to be most advantageous to the county, taking into consideration price and the evaluation factors set forth herein. The county reserves the right to reject any and all proposals received. The county will be the sole judge as to whether a proponent's proposal has or has not satisfactorily met the requirements of this RFP.

1.9.2 The county is not under any obligation to award a contract for this RFP, and reserve the right at their sole discretion to terminate or amend this RFP at any time.

1.9.3 The Proponent acknowledges and agrees that the county will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the county' acceptance or non-acceptance of their Proposal or any contract award not made in accordance with the express or implied terms of the RFP.

1.10 Advertising

The award of a Contract does not permit a Proponent to advertise its relationship with the county, without the county' prior written authorization.

1.11 RFP Scheduled (Easter Standard Time) All to be announced) by November 11, 2017

Advertisement	Bangor Daily News November 11, 2017 Bangor Daily News
Pre-Bid Conference at Penobscot County Sheriff's Office	November 14 th , 2017 Pre-register November 21 st , 2017 Pre-register (if necessary)
Deadline for receipt of written questions from proponents	December 01, 2017
Deadline for receipt of proposals	December 08 th , 2017
Presentations (if required)	TBD
Agenda Deadline for Board of Commissioners Meeting	January 02, 2018
Award of Contract(s)	January 02, 2018
Begin Service	*January 29, 2018 for a three-year period Vendor may start transition earlier than this date

1.12 Trade Secret Confidentiality

All proposals received and recorded at the bid opening are considered public record and available for public inspection. Trade secrets contained in a proposal may be kept confidential if the Proponent, at the time the proposal is submitted, designates them secret and requests that they be kept confidential. This right of privacy will be construed as narrowly as possible to protect the

interests of the Proponent while attempting to maximize the availability of information to the public.

1.13 Federal Taxes

The county is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

1.14 State Sales Tax

If proponent is required to charge state sales tax on Proponent's sales, Proponent shall not include such charges as part of the proposal price. County will pay state sales tax over and above proposal prices when invoiced, only if required by law to do so.

1.15 Responsibility of Compliance with Legal Requirements

The Proponent shall be in full compliance with any and all applicable federal, state, local, environmental and safety laws, regulations, ordinances and standards, the state Department of Corrections Standards, and American Correctional Association standards.

1.16 Indemnity

Contractor hereby agrees with the county that it is contracting with the county as an independent contractor and that any personnel supplied to the county hereunder are not employees of the county and are employees, agents or subcontractors of the Contractor. The Contractor shall be, and remain, responsible to the county for all its acts or omissions in connection with the duties and services under this Agreement which result in damage or injury to persons or property. The Contractor shall hold the county harmless with respect to, and shall defend and indemnify the county against, all costs, expenses, claims or liability which are asserted against or incurred by the county by virtue arising out or in connection with any acts or omissions of the Contractor in the performance of its duties under this Agreement

1.17 Insurance

1.17.1 Insurance Company Requirements - Contractor shall maintain insurance from companies licensed to write business in Maine, with an A.M. Best rating of "A" or higher and acceptable to the county, of the kinds and minimum amounts specified below.

1.17.2 Certificates and Notice of Cancellation - Before commencing work under this agreement, Contractor shall furnish the facility with certificates of all insurance required below. Certificates shall indicate the type; amount, class of operations covered, effective date and expiration date of all policies, and shall contain the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after (30) days written notice has been received by the facility."

1.17.3 Workers Compensation and Employers Liability Insurance - Provider shall maintain workers' compensation insurance covering all of its employees and contractors providing services pursuant to this Agreement, providing the required statutory benefits under

Maine's State Workers' Compensation Law, and employer's liability insurance, in amounts not less than One Hundred Thousand Dollars (\$100,000) (property damage) and Five Hundred Thousand Dollars (\$500,000) personal injury, including death.

- 1.17.4 Commercial General Liability - Provider shall maintain commercial general liability coverage for itself and for independent contractors, including operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. The policy shall provide liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, applicable to claims due to bodily injury and/or property damage.
- 1.17.5 Professional Liability Malpractice Insurance. - Provider shall maintain professional liability insurance providing liability insurance in the amount of One Million Dollars (\$1,000,000) covering all persons providing services under this Agreement. Provider shall maintain this coverage for a period of at least six (6) years beyond the termination of the contract, or may obtain corresponding "tail" coverage.
- 1.17.6 Umbrella Liability Insurance - Provider shall maintain coverage as excess above the underlying commercial general liability insurance, workers' compensation and employer's liability insurance, and professional liability insurance policies required by this contract. This coverage shall provide excess liability limits in an amount not less than Three Million Dollars (\$3,000,000) per occurrence, applicable to claims arising from bodily injury, personal injury (including death) and property damage. Provider shall maintain this coverage for a period of at least six (6) years beyond the termination of the contract.
- 1.17.7 Facility to be Named as Additional Insured and Provided with Certificate of Insurance.

Facility shall be listed as an additional named insured on each of the insurance policies procured by the provider as required herein, and the Facility shall be provided with a certificate of insurance showing the coverage provided and the Facility's status as an additional named insured. Provider shall authorize its insurance agent, broker and/or carriers in writing, to furnish the Facility with complete information regarding the coverages required herein, including premiums or assessments charged, copies of coverage forms, declarations pages, and any correspondence or communications between Providers and its agents, brokers and/or carriers relating to said insurance.

Provider shall provide the Certificates of insurance and written authorizations to Facility no later than fifteen (15) days before the term of this Agreement commences to run.

1.18 Addendum

The RFP package constitutes the entire set of RFP instructions to the Proponent. The county shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of Addenda mailed to all proponents who are listed as having attended the pre-bid conference.

1.19 Compliance with RFP Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of Maine will result in rejection of proposal.

1.19 Breach of Contract

The Proponent and the county agree that should either party breach the Agreement then none of the following actions by either party shall be considered a waiver of such breach:

- Failure to demand strict performance of any provision of the Agreement
- Acceptance of full or partial performance of the provisions of the Agreement
- Failure to exercise any available remedy.

1.20 Limitations of Liability

The county shall not be liable for consequential, incidental, special or indirect damages arising out of the agreement, including loss of profits or revenues, loss of business opportunity, cost of capital or loss of goodwill, even if such party has been apprised of the possibility of such damage.

1.21 Assignment

This Agreement may not be assigned or otherwise transferred by the successful Proponent without the prior written consent of the county. Any permitted assignee shall assume all obligations of its assignor under this Agreement.

1.22 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maine, without regard to any choice of principles.

SECTION 2 - STATEMENT OF SERVICE REQUIREMENTS AND SPECIAL CONDITIONS

2.1 Introduction and Background

The Penobscot County Jail has authority over adults pending adjudication and for sentences of less than one year. The facility is currently rated for a capacity of 157 inmates by the Maine Department of Corrections. Currently the jail operates as an inmate Hub system; coordinating with other counties and the state with movement of inmates to other facilities in the state. As such, the medical provider has responsibilities in regards to the inmates in transition; and inmates that may be housed over night or for a shorter duration. These responsibilities include but are not limited to; the provision of emergency medical care, management of inmate medical records, and pharmaceutical management.

The rated inmate capacity of the jail is determined by the Department of Corrections. That figure and the average daily inmate population for each jail are shown in the table at section 1.1.1. If in the unlikely event, that the capacity of the jail is adjusted upwards or downwards by a margin of 10% (ten per cent) or more; then the county and Contractor can negotiate the financial impact to the increased/decreased population.

The table at section 1.1.1 also indicates whether the jail is authorized to hold females or to hold juveniles for up to 72 hours.

2.2 Intent

It is the intent of the county to solicit proposals for Inmate Medical Services at their facility and to select a Proponent which best satisfies the requirements for inmate health care. The selection of an inmate health care Contractor ultimately resides with the county's respective Boards of Commissioners.

2.3 Scope of Work and Service

2.3.1 The Contractor shall be responsible for every facet of the health care delivery system at the Facility and shall conduct said program in full compliance with applicable standards, laws, ordinances, rules and regulations of Federal, State, and Local authorities that may be applicable. The responsibility for providing health care commences with the commitment of an inmate to the custody of the detention facility and ends with the discharge of the inmate.

2.3.2 The health care delivery system must conform to State standards for medical services and State jail standards as promulgated by the Maine Department of Corrections. The system must also be compliant with all applicable American Corrections Association (ACA) standards.

2.3.3 The successful proponent will be required to deliver quality health care that can be audited against established standards, in a cost-effective manner, with full reporting

and accountability to the detention facility. The county may contract with an independent auditor at their expense.

2.3.4 The Contractor will implement a written health care plan with clear objectives, policies, procedures, and an annual evaluation of compliance.

2.3.5 The Contractor will insure that appropriate staff is available to provide the health care services as defined in this proposal. The Contractor will provide cost options for the staffing requirements listed below. Staffing at each facility shall at all times be sufficient to carry out the requirements of the Contract, using only licensed and professionally trained personnel to provide health care coverage for the following options:

2.3.5.1 Nursing Coverage: Provide an RN or an LPN with appropriate supervision to conduct daily nurse's sick call, review medical requests, conduct medication administration (see 2.3.5.2 below), and perform other functions required by the contract.

2.3.5.2 Medication Administration:

- a. Provide appropriate staff to conduct Medication Administration for inmates.
- b. Medication distribution to inmates will be provided within the scope of Maine state law. Quality review audits will be performed monthly. Medications are to be administered by an RN or LPN.
- c. As an option the Proponent may present a bid that allows for medication management with a Med Tech and/or through additional nursing hours

2.3.5.3 Medical Sick Call: A qualified Physician, Physician Assistant or Nurse Practitioner will be on-site to provide sick call. The precise schedules will be established during negotiations and may include work during evenings or weekends. The contractor's proposal will include a schedule of options and associated costs for the administration of nursing hours, sick call and medication administration.

2.3.5.4 The proposal shall include a fee schedule for emergency call in, witness and court appearance fees and expenses, educational sessions and any other service not covered under the terms of the RFP.

2.3.5.5 Health Services Administrator (HSA): The Contractor will identify an individual as its HSA, who will manage the health care contract and meet with representatives of the Facility as needed.

2.3.5.6 Maintain an open and cooperative relationship with the administration and staff of the detention facility;

2.3.5.7 Maintain complete and accurate records of care and to collect and analyze health statistics on a regular basis including the use of the jail's in-house management information software (after appropriate training has been

provided by the facility). Contractor shall provide copies of medical documentation to the Facility in a format consistent with Maine Department of Corrections jail self-inspection standards.

- 2.3.5.8 Provider will maintain a confidential, secure and serviceable health record management system to include, at a minimum:
 - a. A routine method of documentation of all of Provider's responsibilities as set forth in this Agreement;
 - b. Documentation of all interviews, examinations, recommendations, treatment, referral, complaint and medications administered to, from or on behalf of any inmate.
- 2.3.5.9 Operate the health care program in a humane manner with respect to the inmate's right to basic health care services and in full compliance with HIPAA.

2.4 Delineation of Security Responsibilities

The primary responsibility for inmate custody and security within the detention facility rests with the staff of the facility. The Contractor shall have primary responsibility in all matters pertaining to medical treatment and care of inmates. Everyone who works in the facility has a responsibility for security. The Contractor shall be responsible for security of all materials and equipment in Contractor's work area. On matters of mutual concern, facility staff shall support, assist and cooperate with Contractor, and Contractor shall support, assist and cooperate with facility staff. The decision of facility staff in non-medical matters and matters involving safety of staff and inmates and security for the facilities shall be final. All decisions involving the exercise of medical judgment are the responsibility of the Contractor.

2.5 Health Care Service Requirements

2.5.1 General Health Care Service Requirements

- 2.5.1.1 Contractor shall identify the need for, schedule, administer, and coordinate all non-emergency and emergency medical services, and coordinate with mental health and dental providers, if not the Contractor for all related medical, dental and mental health issues. Contractor shall administer emergency medical care at the facility to any employee or visitor who requires such care.
- 2.5.1.2 Contractor shall identify the need for, schedule, coordinate, and administer any inpatient hospitalization of any inmate of the facility. This also includes responsibility for making emergency arrangements for ambulance service to the hospital for inpatient care and referral of inmates to outside dental services.

- 2.5.1.3 Contractor shall identify the need for, schedule, coordinate, and administer, all medical services rendered to inmates inside or outside the Facility. At a minimum, Contractor shall identify a qualified medical professional who shall conduct sick call and generally provide such care as is available in the community. A covering qualified medical professional shall be on call seven (7) days per week, twenty- four (24) hours per day for consultation and/or emergency situations. If a Physician's Assistant (PA) or other health care professional who requires the supervision of a physician is used to conduct sick call, the supervising physician shall be required to visit the site as required by medical standards to review cases, examine patients, and to observe clinical practices.
- 2.5.1.4 Contractor shall identify the need for, schedule, coordinate, and administer all diagnostic examinations, procedures and services, both inside and outside the facility for inmates in the physical custody of the facility.
- 2.5.1.5 Contractor shall provide the necessary follow-up for identified health problems, including inpatient or outpatient hospitalization, appropriate monitoring, prescription of medications, dental, consultations with specialty physicians, and so forth.
- 2.5.1.6 Contractor shall provide screenings and immunizations to staff and inmates, e.g. flu, TB, Hepatitis B, and so forth. Contractor shall provide employee physical examinations, and shall provide screenings to determine whether employees may be cleared to wear biohazard or other respiratory masks. Vaccines will be paid for by the county. Contractor shall be required to maintain records of all employee screenings, immunizations and physicals.

2.5.2 Exceptions to Treatment

- 2.5.2.1 The Contractor shall provide primary health care services to pregnant inmates, but health care services provided to an infant following birth will not be the responsibility of Contractor.
- 2.5.2.2 NIA
- 2.5.2.3 Elective Medical Care. The contractor will not be responsible for providing elective medical care to inmates. For purposes of the Agreement, "elective medical care" means medical care which, if not provided, would not, in the opinion of Contractor's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by the Sheriff, Jail Administrator or designee prior to provision of such services.
- 2.5.2.4 Inmates outside the Facilities.
 - 2.5.2.4.1 Health care services are intended only for those inmates in the actual physical custody of the facility, whether at the jail or

other facility, including inmates in hospitals or other non-treatment facilities and inmates in programs listed in section 2.3.5.10, if any. Such inmates will be included in the daily population count.

2.5.2.4.2 Inmates on any sort of temporary release, including, but not limited to, inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on furlough, or inmates on supervised custody who do not sleep in the Facility at night, will not be included in the daily population count. They will not be the responsibility of Contractor with respect to the furnishing of health care services except for the provision of medications to provide for continuity of care prior to a scheduled release.

2.5.3 Receiving Screening

As part of the Receiving Screening (also known as an Intake Assessment), a medical history and questionnaire is to be completed on all inmates during the admission process or as soon thereafter as possible. Copies will be forwarded to the Contractor. Nursing staff will review all medical histories and questionnaires, and will interview each inmate who is expected to be confined longer than 72 hours and who is identified as having medical problems, in order to obtain necessary medical information and to verify the existence of the medical condition. The Contractor will obtain orders for appropriate medical treatment or intervention from a qualified health care professional when a medical problem is identified and verified. At minimum, the Receiving Screening shall include:

- 2.5.3.1 Relevant past medical and mental health history, including communicable disease, cardiac and circulatory problems, respiratory problems, allergies, muscular/skeletal problems;
- 2.5.3.2 Documentation of current illnesses and health problems, including prescription and non-prescription medications taken, and any special health requirements;
- 2.5.3.3 Behavioral observations, including state of consciousness, mental status, and whether the inmate is under the influence of alcohol or drugs;
- 2.5.3.4 Notation of body deformities, trauma markings, bruises, ease of movement, etc.;
- 2.5.3.5 Conditions of skin including trauma markings, bruises, lesions, rashes, and needle marks or other indications of drug abuse should be noted;
- 2.5.3.6 For females, a history of gynecological problems and pregnancies;
- 2.5.3.7 A standard form which will be used for purposes of recording the information of the Receiving Screening and will be included in the health

record of the inmate; and

2.5.3.7 Referral of the inmate for special housing, emergency health services, or additional medical specialties, when appropriate.

2.5.4 Comprehensive Health Assessment

Contractor shall perform a comprehensive Health Assessment (inmate physical) on any inmate confined at the facility within fourteen (14) calendar days of the arrival of the inmate at the facility. Such assessment shall be performed by a physician, physician assistant or nurse practitioner. At a minimum, the comprehensive Health Assessment shall include:

2.5.4.1 Review of the Receiving Screening;

2.5.4.2 Additional data necessary to complete a standard history and physical, including review of mental and dental status;

2.5.4.3 Screening tests for communicable and chronic disease, as clinically indicated;

2.5.4.4 Additional lab work as directed by a qualified health care professional for particular medical or health problems;

2.5.4.5 Additional tests as required, based on the original screening tests; females, and

2.5.4.6 Physical examination, including a gynecological assessment for

2.5.4.7 Review of physical examination and test results by a qualified health care professional for problem identification; Initiation of therapy when appropriate, and referral to a mental health provider where indicated.

2.5.5 Medical Health Care Services

2.5.5.1 The Contractor shall provide medically necessary and adequate professional health care services, and shall be responsible for all medical health care orders. The Contractor shall provide appropriate and qualified health care professionals to visit the Facility as needed in order to diagnose, treat and prescribe medications for inmates, as may be indicated.

2.5.5.2 The Contractor shall ensure that an on-call qualified health care professional is available to provide an immediate response on site if requested by Facility staff in order to deliver emergency treatment and consultation for inmates at the detention facility on a 24-hour basis.

2.5.5.3 Provide diagnosis or referrals to other health care professionals or facilities for those inmates requiring more extensive treatment.

2.5.5.4 Coordinate and implement emergency referrals.

2.5.5.5 Advise Facility administrators of any potential situation which could place inmates and staff in jeopardy.

2.5.6 Medical Detoxification Services

Contractor shall provide a medical detoxification program for drug and/or alcohol addicted inmates, which shall be administered on Facility property.

2.5.7 Consultation Services

Contractor shall provide consultation service to detention facility staff on any aspect of the health care delivery system at the facility. This shall include evaluations and recommendations concerning new programs, architectural plans, staffing patterns for new facilities, alternate supply systems, problematic health care issues, pharmaceutical services and any other matter relating to health care services upon which the staff seeks the advice and counsel of the Contractor. The Contractor will also provide limited services to staff to include emergency consultation, and screenings required for protective-mask fit tests. The Contractor shall also provide nursing staff to conduct limited flu immunizations to staff if requested.

2.5.8 Training by Contractor for Facility Staff and Inmates

Contractor will work with the facility, staff and inmates to provide educational material and instruction on a variety of health care issues. These shall include, but not be limited to, CPR and first aid; response to an emergency or disaster condition; signs and symptoms of mental illness; alcohol and drug withdrawal; chronic illness; completion of intake screenings; Bloodborne Pathogens, infectious diseases and Universal Precautions, Basic Medical Situations, Suicide Prevention, transmission of communicable diseases, and other courses as deemed appropriate by the Contractor and the county. Facility's employees may be included in any in-service offerings available to the medical staff. Proponents will outline what services they are able to offer in these areas.

2.5.9 Waste Management

Contractor will recommend a method of appropriate disposal of contaminated or regulated medical waste, including needles, syringes, and other materials used in the treatment of inmates. The county will be responsible for waste disposal.

2.5.10 Control of regulated narcotics/drug

The Contractor will be responsible for implementing safe storage and accountability of all regulated pharmaceuticals. The county will be responsible for providing safe storage equipment. The Contractor will also be responsible for developing memoranda of understanding with any outside provider not covered by the contract with the county pertaining to dispensing of methadone within the jail. The Sheriff shall be a signatory to

any such agreement. The Contractor shall be responsible for coordinating the inmate medical co-pay program.

2.6 Policies and Procedures

2.6.1 Policies and Procedures of the Contractor relating to the Facility's Health Care Delivery System (including medical, psychiatric, psychological, and dental care) are generally to be established and implemented solely by the Contractor. The Contractor shall develop and implement policies which ensure appropriate comprehensive health care in compliance with recognized standards, laws, ordinances, rules and regulations of federal, state, local authorities as may be applicable. The policies and procedures of the Contractor are subject to approval of the county. Close coordination between the Contractor and mental health providers is required. While the final decision on appropriate medications rests with the medical provider, mental health providers will often confer with a psychiatric provider as to recommended prescriptions in problematic cases. Whenever the medical staff chooses not to prescribe recommended medications for a variety of reasons, the medical provider shall consult with mental health providers and document the reasons for not following the recommendations.

2.6.2 The county retains the right to review and approve policies and procedures of the Contractor in any other area affecting the performance of the Contractor's responsibilities under law.

2.6.3 Contractor shall maintain complete, accurate, and confidential medical records separate from the Facility confinement records of the inmate in compliance with all laws and regulations. In any criminal or civil claim or litigation, where the physical condition of an inmate is at issue, or where medical care is at issue; Contractor shall provide the Sheriff, Jail Administrator or designee with access to, and upon request copies of, records and documents relevant to such claims or litigation, to the extent permitted by law. The Contractor acknowledges that, in receiving, storing, processing or otherwise dealing with any identifiable healthcare information (the information), the Contractor is fully bound by the confidentiality provision of the Maine Health Information Act and Health Insurance Portability and Accountability Act of 1996, and the Federal drug and alcohol regulations. The Contractor, his agents and employees will use or disclose the Information solely for the purpose of carrying out the Contractor's duties as set forth in the Contract, or for the Contractor's own proper management and administration, or as otherwise authorized in writing by the

Client, or as required by law. Without limiting the foregoing, Contractor also agrees that it will provide all Information requested by the Client, but at the same time, Client also agrees and represents to the Contractor that all information requested by the client will be necessary for one or more purposes specified in the HIPPA Final HHS Reg. § 164.512 (k)(S)(i).

2.6.4 The Contractor agrees to have the on-duty nurse tour the "Holding Area" of the jail at the beginning and end of the nurse's shift. The tour will be conducted jointly by the facility's

Shift Leader or Assistant Shift Leader and the mental health worker, and its purpose is to jointly collaborate on security and medical and mental health issues of inmates being detained in this area. The Holding Area is an area where inmates with disciplinary, suicidal, or medical issues, and higher risk inmates, are temporarily housed. They are under a heightened state of observation by staff and their current status must be routinely evaluated by mental health, medical and security personnel.

- 2.6.5 Coordination with family members. At the request of the Sheriff; Jail Administrator or designee, the Contractor agrees that with the appropriate confidentiality release and in accordance with HIPPA regulations, that the Contractor will consult with concerned family members designated by an inmate regarding the inmate's physical condition or pharmaceutical status.

2.7 Contractor's Personnel

- 2.7.1 Contractor must recruit, interview, hire, train and supervise all health care staff. Such health care staff must be adequate to meet all conditions and specifications of this contract. All staff providing services under this contract must have satisfactorily undergone criminal background check and be licensed to practice in the State of Maine. All medical personnel will wear identification tags approved by the county.
- 2.7.2 The Facility will take all reasonable, usual and customary steps necessary to screen healthcare personnel to ensure that such personnel will not constitute a security risk to the Facility or the inmates. Contractor will perform and pay for drug screening on health care personnel to the same extent and routine as the Facility does its on security personnel.
- 2.7.3 At the time members of the medical staff are assigned by the Contractor to the Facility, the Contractor will provide and maintain on-site copies of their professional licenses and certification, as well as individual plans of supervision. The Contractor will inform the jail administrator or sheriff of any complaints filed against the contractor with the Board of Licensure in Medicine, the Board of Nursing, or other applicable licensing board, and will inform the sheriff or jail administrator of the ultimate outcome of any such complaints.
- 2.7.4 Proponent shall base proposal on the assumption that the average daily inmate population will be as shown in the table at section 1.1.1.
- 2.7.5 The Contractor shall maintain minimum staffing requirements necessary to provide the services required pursuant to the Contract.
- 2.7.6 All on site-health care personnel who provide services shall receive orientation in security procedures.
- 2.7.7 Contractor's appropriate medical health personnel shall attend and participate in Facility staff meetings as indicated.

- 2.7.8 Contractor agrees that in the event the county, in its discretion, are dissatisfied with any of the individuals provided under this contract, the county may give written notice to Contractor of such fact and the reasons therefore. If the problem cannot be resolved, Contractor agrees to remove individuals about whom dissatisfaction has been expressed by the county and agrees to make arrangements to cover those positions until other appropriate personnel can be found. The county reserves the right to refuse to allow any employee, agent, subcontractor, vendor or representative of Contractor admittance to the facility and participation under this Agreement. The decision to deny admittance to the facility shall be made by the Sheriff; Jail Administrator or designee. The Sheriff; Jail Administrator or designee shall meet with representatives of the Contractor within fourteen (14) days of the denial. The purpose of the meeting will be to discuss the reasons for the denial and the future status of the employee, agent, subcontractor, vendor or representative, who was denied access. The decision to deny access will not create any financial liability on the county, including reimbursement for loss of wages, fees, services, or unemployment or other form of compensation.
- 2.7.9 In the event Contractor's personnel are required to devote time with regard to litigation or threatened litigation by or on behalf of facility, this shall be part of their service time pursuant to this Agreement unless otherwise stipulated in the Agreement.
- 2.7.10 The Contractor and any of its agents and subcontractors shall abide by all matters of policy, rules, regulations, services, tests, procedures, projects, research, administration and other matters established by the agency.
- 2.7.11 Inmates shall not be employed or otherwise engaged by either Contractor or the county in the direct rendering of any health care services.

2.8 Facility Requirements

2.8.1 Building and Equipment

- 2.8.1.1 The facility will provide, install, maintain, repair, replace when necessary, and permit Contractor to use all medical equipment within the Facility. The Facility will provide, maintain and repair the building structure in areas assigned to Contractor, including necessary painting, and the maintenance of water, steam, refrigeration, sewer, electrical lines, ventilation, air conditioning, lighting, heating, duct work, floor and floor covering, walls and ceilings. However, the Contractor shall bear the expense of repairs necessary because of the negligence of Contractor or its employees.
- 2.8.1.2 The facility will provide all security, pest control, housekeeping, sanitation (including walls, floors, and fixtures, but excluding sanitation of medical equipment and non-disposable supplies), and utilities. The facility will provide local telephone service but Contractor's long-distance charges will be reimbursed to the facility on a monthly basis.

2.8.1.3 As part of the RFP process, it is agreed and understood that Proponent has inspected the facility and agrees that such space and facilities are sufficient for its agents, employees and subcontractors to perform all of the obligations required under this Agreement.

2.8.1.4 The facility will continue to maintain all health care equipment necessary for the performance of this contract during the term of this Agreement. If Contractor desires additional equipment, it shall be the responsibility of Contractor to notify the facility of a need for such equipment. The equipment will be provided if county agree and the budget allows.

2.8.2 Food, Linen, and Other Services

The facility will provide daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies for each inmate receiving health care services. Individuals employed under this agreement will have the option to exercise meal privileges consistent to that of a corrections officer during their hours of employment.

2.8.3 Pre-Contract Inventory

The facility will provide to Contractor control of all medical and office equipment and supplies in place at the Facility's health care unit. At the termination of this or any subsequent Agreement, Contractor will return to the facility control of all supplies, medical and office equipment in working order, reasonable wear and tear accepted.

2.9 Reports Provided to Facility by Contractor

2.9.1 The Contractor shall regularly communicate at least monthly with the Jail Administrator on emerging medical issues and provide written reports on matters of concern or potential liability.

2.9.2 Contractor shall regularly confer with facility staff concerning existing health-related procedures within the institution, any proposed changes in procedures and other matters, as either party deems appropriate.

2.9.3 Periodic meetings of at least one per quarter shall be held between Contractor and designated facility staff.

2.10 Contractor Compensation

2.10.1 Base Compensation

The county shall pay to the Contractor the annual base amount monthly. Contractor shall invoice the facility thirty (30) days prior to the month in which services are to be provided. The county agrees to pay Contractor by the first Friday of the month in which services will be rendered. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Contractor will

be prorated accordingly for the shortened month. Substantial changes in these population figures may form the basis for renegotiation of Contractor's compensation during the terms of this contract.

2.10.2 Third Party Reimbursement

Contractor will assist the county in seeking third-party reimbursement for medical services where such reimbursement is available. The Contractor will share all documentation received on insurance of third party claims with the county. The Contractor will establish operational procedures for recovering the cost of inmate health care through insurance or government reimbursement, and shall make all reasonable efforts to obtain same.

2.11 Health Care Cost Control

Successful proponent will be expected to provide health care at accepted per- inmate cost levels. The Contractor is expected to track these costs and include data in periodic reports to the Jail Administrator.

SECTION 3- PROPOSAL PREPARATION INSTRUCTIONS, FORMAT, AND FORM

3.1 Proposal Preparation Instructions

- 3.1.1 All proposals shall be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the Proponent's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 3.1.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of proponent's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. When requested to address specific sections of the RFP, Proponent shall reference the response with the RFP's section number and the responses shall be in the same numerical order of the RFP sections.
- 3.1.3 One (1) original and three (3) copies of the complete proposal are required, each in individual three (3) ring notebooks. Each notebook should contain all documentation.
- 3.1.4 The original Proposal and the required copies shall be submitted in a sealed package. The outside of the package shall indicate the name of the company submitting the proposal and be marked, "RFP FOR HEALTH CARE SERVICES FOR THE PENOBSCOT COUNTY JAIL."
- 3.1.5 ALTERNATIVE SUBMISSION: As an alternative to sections 3.1.3 and 3.1.4, the Proponent may submit one (1) original proposal and one complete digital copy on a CD-ROM in one of the following formats: MS Word, Open Office or PDF.

3.2 Proposal Format

Proposals shall be concise. All submitted information shall be in a Three-Ring Binder (or equivalent binding), indexed according to the Sections detailed below and shall contain the following:

Section 1: Original RFP Package with completed Proposal Form

This section shall contain the entire RFP package as received by the Proponent, shall complete the proposal form contained in section 3.3 of the RFP.

Section 2: Acknowledgment of General Conditions, Contract Requirements, and Insurance Requirements

Proponent shall submit a narrative addressing acknowledgment and understanding of the requirements of Section 1 of the RFP. A contract will include the provisions of this RFP unless otherwise negotiated.

Section 3: Acknowledgment of Compensation Requirements

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.10 of the RFP.

Section 4: Health Care Services

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2 of the RFP.

Section 5: Staff Recruiting, Motivation, and Training Plans

Proponent shall submit a plan addressing, at a minimum, all requirements in section 2.7 of the RFP.

Proponent shall also submit as part of Section 5 the qualifications or resumes of key personnel.

Proponent shall also submit as part of Section 5 a proposed staffing pattern. Staffing plan shall be detailed and indicate the number of Professional Staff, Administrative/Support Staff, and Nursing Staff, coverage assignments, locations, and duties for a seven (7) day period. The staffing pattern proposed would be the basis for the minimum staffing coverage required of the contractor during the contract period.

Section 6: Transition Plan

In the event that the contract is awarded to other than the current provider; the Proponent shall submit a plan addressing the transition from the current facility medical services provider's operation to Proponent's proposed operation at the Facility.

Section 7: Exceptions to RFP Requirements

Any requirement that Proponent takes exception to must be listed in this section. Failure to list exception may subject Proposal to rejection.

Section 8: Other Information Proponent Desires to Furnish

This section is to be reserved for any information provided over and above the specific information requested in the RFP.

3.3 Proposal Form

JAIL MEDICAL SERVICES PROPOSAL FORM

PROPOSAL FOR HEALTH CARE SERVICES AT THE Penobscot County Jail.

Deadline for Receipt of Proposals is 4:30 p.m. on Friday, December 08th, 2017.

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this proposal for the proponent.

Compensation

	Base Annual Compensation based upon Average Daily Population shown in sec. 1.1.1	
11-month period beginning Jan. 29, 2018	\$	
12-month period beginning Jan .01,2019	\$	
12-month period beginning Jan. 01, 2020	\$	

Notice to Proceed

The undersigned, if awarded the contract, hereby agrees to execute a contract with the County of Penobscot specific in our proposal in the form specified within ten (10) days after the award.

Addendum

Receipt of the following Addendum is acknowledged:

Addendum No. _____ Date. _____

Addendum No. _____ Date. _____

Proponent Information

Please check as appropriate and complete the items below. The Proponent is:

- An Individual _____
- A Partnership between _____
- A Joint Venture consisting of _____
- A Corporation organized under the laws of the State of _____
(List name of state appearing on the corporation seal and affix seal below where indicated)

By signing this document, the bidder certifies that this is a proposed Agreement to provide medical services to the Penobscot County Jail. In the event that the State of Maine should, through Legislative action, assume responsibility of the operation of the specified jail, this agreement becomes null and void. The Contractor would then have to renegotiate with the State, the continuation of the contract if not assumed by the State of Maine.

By (signature of representative)	
NAME AND TITLE:	
COMPANY:	
ADDRESS:	
TELEPHONE:	
E-MAIL:	
Fax:	

Submit to: _____

Contact number:

SEAL-IF PROPOSAL IS BY A CORPORATION

ATTEST BY: _____