

RAPPAHANNOCK REGIONAL JAIL
Serving: The City of Fredericksburg and the
Counties of King George, Spotsylvania and Stafford

Request for Proposals

Issue Date: January 15, 2014

**RFP #'s 2014-IMHC &
2014-NHEP**

Title: Inmate Medical/Health Care Services by Physician &
New Hire Employee Physical Exams/EKG/5 Panel Drug Testing

Location : 1745 Jefferson Davis Highway, Stafford, VA 22554

The Rappahannock Regional Jail is requesting proposals for

1. Inmate Medical/Health Care Services by Physician
2. New Hire Employee Physical Exams/EKG/ 5 Panel Drug Testing

for a term of two (2) years from July 1, 2014 through June 30, 2016. In addition, the Rappahannock Regional Jail reserves the option of extending the contract for three (3) additional one-year terms, subject to the conditions and instructions contained herein. Proposals for this RFP will be accepted at the following location until, but not later than, 2:00 PM, Thursday, February 13, 2014, at which time they will be opened in the Procurement Department. This is a procurement for professional services using competitive negotiation and the cost of services shall not be included in the proposals.

Where to submit proposals: Provide an original and four (4) copies of your proposal package and Attachment A and CLEARLY MARK "Sealed Proposal for Medical/Health Care Services by Physician & New Hire Employee Physical Exams/EKG/5 Panel Drug Testing". Address or hand-deliver to:

Rappahannock Regional Jail
Attn: Lisa Edwards
P.O. Box 3300
1745 Jefferson Davis Highway
Stafford, VA 22554

The Rappahannock Regional Jail is an Equal Opportunity Employer. All offerors must agree not to discriminate against any person because of race, religion, sex, or national origin.

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

Lisa Edwards, Procurement Officer
Email: ledwards@rrj.state.va.us
Telephone: 540-288-5273

Requests for specific information relating to services may be obtained by contacting:

Barbara Meade, Director of Health Services – For Inmate Medical/Healthcare Services

Email: bmeade@rrj.state.va.us

Telephone: 540-288-5284

Angela Jarrett, Benefits Coordinator – For New Employee Physicals

Email: ajarrett@rrj.state.va.us

Telephone: 540-288-5210

**RAPPAHANNOCK REGIONAL JAIL
REQUEST FOR PROPOSALS
INMATE MEDICAL/HEALTH CARE SERVICES BY PHYSICIAN & NEW
HIRE EMPLOYEE PHYSICAL EXAMS/EKG/5 PANEL DRUG TESTING**

I. PURPOSE:

The Rappahannock Regional Jail Authority is seeking a contract for the provision of 1. Inmate Medical/Health Care Services by Physician and 2. New Hire Employee Physical Exams/EKG/5 Panel Drug Testing (**TO BE LISTED SEPARATELY**) in accordance with standards prescribed by the American Medical Association for inmates confined in the Regional Jail. Medical care shall be provided to an amount up to 1800 male and female inmates within the facility and, when necessary, referrals for outside medical services will be made. Medical/Health Care Services by Physician shall be provided to male and female inmates within the facility. The Jail anticipates that one physician will be necessary to provide the medical/health care services, as well as new hire employee physical exams/EKG/5 panel drug testing. Proposers do not have to submit proposals for both services if they only desire to submit for one.

II. BACKGROUND:

The Rappahannock Regional Jail Authority (RRJA), the governing body for the Rappahannock Regional Jail, is an Authority of the Commonwealth of Virginia which serves the City of Fredericksburg and the Counties of King George, Spotsylvania and Stafford. The jail has an average daily inmate count of 1,475 and an annual operating budget of \$31,851,259.00. The Rappahannock Regional Jail maintains a full time 24/7 nursing staff.

III. SCOPE OF SERVICES:

1. It is anticipated that the physician will provide services at the Jail on a regular schedule of approximately three (3) hours per day, two/three (2/3) days per week to respond to routine medical requests of inmates, as well as three (3) days per week to perform new hire employee physical exams/EKG/5 panel drug testing. When the ICE inmate average daily population is 200 the physician will be require to provide sick call services five (5) days per week. The physician shall be available or have someone available for telephone consultations at all times 24/7.
2. The contracting physician must meet the qualifications and licensing requirements of Chapter 8, Title 54 of the Code of Virginia (1950), as amended.
3. The contracting physician will be responsible for all taxes, including FICA, relative to his/her service.

4. The Successful Offeror shall invoice RRJ on a monthly basis for all services received during the monthly period. Billing shall be based on twelve billing periods per year. Payment will be made within 45 days after receipt of invoice.

IV. CONTRACTING PHYSICIAN'S DUTIES SHALL INCLUDE:

- 1) Assist the Medical Staff of the Regional Jail in providing medical/health care services to inmates as prescribed in applicable standards published by the American Medical Association; Prison Health Care: Guidelines for the Management of an Adequate Delivery System, and applicable Federal and State laws and regulations.
- 2) Serve as Medical Director to the Medical Staff of the Regional Jail and provide a program of services which meet the medical needs of the inmates.
- 3) Be available to the Medical Staff on-call, seven days a week 24/7, for consultation and emergency care except as provided in Subparagraph IV-8).
- 4) Enforce current policies and procedures as required to administer a program of medical/health care services.
- 5) Allot sufficient time for thorough and adequate direct patient care to satisfy standards of medical/health care.
- 6) Provide, as requested by the Regional Jail, in-service education for the Medical and Correctional Staff of the Regional Jail up to two (2) hours per month.
- 7) Provide input on hiring and evaluation of medical staff. Also, in conjunction with the Superintendent, review medical and security policies and procedures regularly, but no less than annually.
- 8) During periods of non-availability, insure the continuation of contracted services through a licensed substitute who may be the physician who covers the contracting physician's private practice or another physician licensed by the Commonwealth of Virginia. Reimbursement of any covering physician is to be the contracting physician's responsibility.
- 9) Perform mandated vaccinations for employees at the request of the Superintendent.
- 10) Perform new hire employee physical exams/EKG/5 panel Drug Testing three (3) days per week.
- 11) The contracting physician must provide evidence of coverage for Medical Professional Liability, in the statutory limits for medical malpractice, and will provide the Board with a copy of such policy. The contracting physician will be responsible for all taxes, including FICA, relative to their service. In the event the physician cannot obtain malpractice insurance for correctional medicine, the Jail

will attempt to secure such insurance through the Virginia Division of Risk Management.

V. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the Jail:

Post RFP - RRJ website	January 15, 2014
Advertise eVA website	January 15 2014
RFP responses due at 2:00 PM	February 13, 2014
Evaluate by Committee	TBD
Notify Contractor of Selection	TBD
Process Contract	July 1, 2014

VI. JAIL RESPONSIBILITIES:

RRJ will designate an individual to act as the Jail's representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the Jail's policies and decisions with respect to the contract.

The RRJ will provide a list of names of those individuals who are authorized to prescribe on its behalf.

VII. PROPOSAL SUBMISSION REQUIREMENTS:

1. The Purchasing Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or e-mail.
2. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
3. The Proposal Signature Sheet (*Attachment A*) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

4. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
5. The time clock stamp in the Purchasing Office shall determine the time proposals are received. Offerors are responsible for insuring that their proposals are stamped by Purchasing Office personnel by the deadline indicated.
6. By submitting a proposal in response to this Request for Proposals, the Offeror represents they have read and understand the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
7. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the contract.
8. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposals shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342F of the Code of Virginia).
9. A proposal may be modified or withdrawn by the Offeror anytime prior to the time and date set for the receipt of proposals. The Offeror shall notify the Purchasing Office in writing of its intentions.
 - a. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - b. Modified and withdrawn proposals may be resubmitted to the Purchasing Office up to the time and date set for the receipt of proposals.
 - c. No proposal can be withdrawn after the time set for the receipt of proposals and for sixty (60) days thereafter.
10. All requests for additional information or clarification must be received by close of business on February 7, 2013 sent **via email** concerning this RFP to:

Lisa Edwards
Rappahannock Regional Jail
1745 Jefferson Davis, Hwy.
Stafford, VA 22554

E-mail: ledwards@rrj.state.va.us

Any changes to the proposal shall be in the form of a written addendum from the Purchasing Office. Each Offeror shall be responsible for determining that all addenda issued by the Purchasing Office have been received before submitting a proposal.

11. All proposals received in the Purchasing Office on time shall be accepted. All late proposals received by the Purchasing Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the contract.

VIII. PROPOSAL RESPONSE FORMAT

1. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each selection criterion as outlined and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
 1. The Offeror should include in their proposal the following:
 - a.. Table of Contents – All pages are to be numbered
 - b. Introduction
 - c. Cover letter - on company letterhead, signed by a person with the corporate authority to enter into contracts and provide non-binding price information.
 - d. Proposal Signature Sheet – Attachment A
 - e. Executive Summary

Response to Scope of Services –The Offeror should address each section of the Scope of Services with an indication of the response. The Offeror shall identify any exceptions, referenced to the paragraph number, in a sub section titled “Exceptions”.

Company Profile – Offerors are to present a Company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time.

References – provide a minimum of three (3) references, who could attest to the Offeror's past performance to provide services similar to those required for the contract. The list should include contact persons and telephone numbers.

Implementation Plan – A time schedule for proposed time frame and phases if applicable.

Appendices – are optional for Offerors who wish to submit additional material that will clarify their response.

IX. SELECTION PROCESS:

1. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offeror's are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the Jail may properly evaluate your capabilities to provide the required goods/services.
2. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include
 - Experience and qualifications of the offeror, relevant experience in Jail/Correctional Institutions
 - Resumes of staff
 - Financial stability of Offeror
 - Cost of Services
 - The Offeror's current workload and ability to begin operation July 1, 2014
 - Quality of proposal submission and oral presentation,
 - Understanding of the work to be performed
 - Completeness and reasonableness of the proposing Offeror's plan for providing services in accordance with the Scope of Services.
3. This is a Request for Proposals for Professional Services. Consequently, RRJ shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternate concepts. RRJ may discuss non-binding estimates of cost of service. At the conclusion of discussion, on the basis of the evaluation factors listed above, RRJ shall select in the order of preference two or more Offerors who's professional qualifications and proposed services are deemed meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to RRJ can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should RRJ determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.
4. Required successful background check which may include a Polygraph Examination.

X GENERAL CONTRACT TERMS AND CONDITIONS:

1. Annual Appropriations:

It is understood and agreed that this contract shall be subject to annual appropriations by the Rappahannock Regional Jail Authority. Should the Board fail to appropriate funds for this contract, the contract shall be terminated when existing funds are exhausted. There shall be no penalty should the Board fail to make annual appropriations for this contract.

2. Award of the Contract:

The Jail reserves the right to reject any and all proposals and to waive any informalities.

The successful offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.

Any contract resulting from this RFP is not assignable.

Notice of award or intent to award will appear on the Jail's website: www.rj.state.va.us and eVA <http://www.eva.virginia.gov/>

3. Proposal Addendums:

A person authorized to bind the contractor and returned prior to the date established for receipt of proposals or included with the proposal submitted must sign all addendums issued by the Rappahannock Regional Jail. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supersedes original scope of services that are changed by the addendum.

4. Proposal Documents:

These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.

5. Cancellation of Proposals:

The Rappahannock Regional Jail reserves the right to cancel the Request for Proposal, and to reject any or all proposals in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best

interest of the Rappahannock Regional Jail. The reasons for cancellation or rejection shall be made part of the contract file. The Rappahannock Regional Jail may also waive any minor informalities or irregularities in any proposal where such action serves the Rappahannock Regional Jail's best interest.

6. Compensation:

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

7. Contract Period

The contract period shall be from July 1, 2014 through June 30, 2016. The contract price shall be firm for the two-year contract period. The contract may be renewed for three (3) additional one-year terms upon written, mutual agreement between the Jail and the Successful Offeror.

If the RRJ elects to exercise the option to renew the contract for additional one year periods, the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "Expenditure Category", "Medical Care, Professional Services" of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

8. Collusion:

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

9. Conditions of Proposal:

- a. Each Offeror is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful Offeror of his obligation to perform as per the provisions of the contract.
- b. After proposal opening, all proposals submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days.
- c. The procedure for Proposal withdrawal shall be stated as follows: The

Offeror shall submit to the Purchasing Agent his original work papers, documents, and materials used in the preparation of the proposal within two (2) days after the date fixed for opening of proposals. The work papers shall be delivered by the Offeror in person or by registered mail. Such mistake shall be proven only from the original work papers, documents, and materials delivered as required herein.

10. Contractual Disputes:

Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The County shall consider the claim, and shall make a written determination as to the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

11. Contract Extensions:

The Rappahannock Regional Jail reserves the right to offer contract extensions to successful Offerors with no increase in price or with pricing as specified within the proposal package.

12. Controlling Law; Venue:

This contract is made, entered into, and shall be performed in the County of Stafford, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this R F P, its interpretations, or its performance shall be litigated only in the Stafford County General District Court or the Stafford County Circuit Court.

13. Default:

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the RRJ may consider the Successful Offeror to be in default. In the event of default, the RRJ will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty (20) days, the RRJ, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the RRJ in completing the system to a capability equal to that specified in the

contract.

14. Discussion of Exceptions to the RFP:

The RFP, including its venue, termination, and payment schedule provisions, shall be incorporated by reference into the contract documents as if its provisions were stated verbatim therein. Therefore, any exception to any provisions of the RFP shall be explicitly identified in a separate “Exceptions to RFP” section of the proposal for resolution before execution of the contract. In case of any conflict between the RFP and any other contract documents, the RFP shall control unless the contract documents explicitly provide otherwise.

15. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312):

1. 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.
2. For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. Employment Discrimination by Contractor Prohibited:

During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):

- 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.

- 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, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. 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.

17. Employment of Illegal Aliens:

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.

18. Ethics:

By submitting their signed proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

19. Federal Identification Number:

The contractor's federal identification number (or social security number if an individual) is_____

20. Insurance Requirements:

The Successful Offeror shall maintain insurance to protect itself and the Rappahannock Regional Jail from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from operations under this contract, whether such operations be by itself or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment B)**

The contracting physician must provide his own malpractice insurance covering his service at the Rappahannock Regional Jail up to the statutory amount, unless the physician can provide evidence that malpractice insurance is not available to him because of his work in a correctional facility. In that case, the jail will request coverage through Virginia Risk Management, and provide it if agreed to by Risk Management.

Certified copies of the insurance policies or other evidence of current coverage reasonably satisfactory to the Rappahannock Regional Jail shall be delivered to the Rappahannock Regional Jail.

21. Indemnification:

Under this contract, the successful Offeror agrees to indemnify, defend and hold harmless the Rappahannock Regional Jail, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the Jail's sole negligence. The Contractor shall notify the Rappahannock Regional Jail of any suit, claim, demand, loss or action made or filed against the Contractor immediately upon the Contractor's receipt or learning of it.

The owner will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a proposal, the proposer agrees not to request such clauses in the resulting contract.

22. Laws and Regulations:

All applicable state laws and Rappahannock Regional Jail rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein.

23. Minority and Women-Owned Businesses:

The RRJ welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Jail. The Rappahannock Regional Jail actively solicits both small business, women-owned and minority (SW\M) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Jail's Internet www.rrj.state.va.us

24. No Discrimination against Faith-Based Organizations:

Rappahannock Regional Jail does not discriminate against faith-based

organizations as that term is defined in Virginia Code Section 2.2. - 4343.1.

25. Non-Appropriation:

Contracts are made subject to the appropriation of funds by the Board of Directors of the Rappahannock Regional Jail Authority and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the Rappahannock Regional Jail.

26. Nondiscrimination:

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
 - 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.
 - 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 his 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.

27. Non-Waiver:

The failure of Contractor or the Rappahannock Regional Jail to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the Rappahannock Regional Jail of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

28. Offeror's Performance:

1. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
2. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Offeror shall cooperate with Jail officials in performing the contract work so that interference with normal program will be held to a minimum.
4. The Offeror shall be an independent contractor and shall not be an employee of the Rappahannock Regional Jail.

29. Ownership of Deliverable and Related Products:

The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.

This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the Jail.

30. Payment of Subcontractors:

The contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to the contractor under this contract for work performed by a subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received by the contractor attributable to the work performed by the subcontractor under this contract, or
- b. Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge shall not be deemed an obligation of the County, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

31. Questions:

Any questions about items shall be submitted to the Purchasing Agent or designee not less than (5) five days prior to the bid opening by e-mail, telephone or in writing.

Necessary replies will be sent to all proposers of record as an addendum, which becomes part of the Request for Proposal package.

Oral instructions do not form a part of the Request for Proposals.

32. Record Retention/Audits:

The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offerors proposal and any contract awarded pursuant to this Request for Proposals. Such records shall include but not be limited to all paid vouchers including those out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Rappahannock Regional Jail on demand and without advance notice during the Successful Offeror's normal working hours.

Jail personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

33. Rejection of Proposals:

The Rappahannock Regional Jail may reject a proposal if:

- a. The Offeror misstates or conceals any material fact in the proposal, or if,
- b. The proposal does not strictly conform to the law or the requirements of the proposal, or if,
- c. The proposal documents are in any respect incomplete or unsigned, or if,
- d. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the Rappahannock Regional Jail on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which proposals are invited.

34. Severability:

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

35. Subcontracts:

No portion of the work shall be subcontracted without prior written consent of the Rappahannock Regional Jail. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the Jail the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract

36. Taxes:

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.
2. The Rappahannock Regional Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

37. Termination of Contract:

1. The Rappahannock Regional Jail reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Rappahannock Regional Jail.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Offeror, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, prior to June 30 of any of the 3 years of the contract with 90 days written notice to the

Offeror.

4. If the termination clause is used by the Jail, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

38. Use of Contract by Other Political Jurisdictions:

The Offeror is advised that the resultant contract may be extended with the authorization of the Offeror, and subject to receipt of necessary approvals to other public bodies of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Offeror must deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Rappahannock Regional Jail acts only as the Contracting Agent for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of a proposal. It is the awarded Offeror's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

Each locality has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that locality. The Rappahannock Regional Jail shall **not** be held liable for any costs or damages incurred by another jurisdiction as result of any award extended to that jurisdiction or political subdivision by the awardee.

39. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:

If the Contractor is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or is registered as a registered limited liability partnership, the Contractor agrees that during the performance of the contract it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

40. VIRGINIA FREEDOM OF INFORMATION ACT:

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared

by or for a public body shall not be open to public inspection.

- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

41. Payment Terms:

The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #'s 2014-IMHC & 2014-NHEP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offer or represents that in the preparation and submission of this proposal, said Offer or did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation to enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

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

SIGNATURE: _____

NAME: (print) _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT B
Insurance Specifications

The contractor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Rappahannock Regional Jail named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits	
Employers' Liability Insurance	\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

Commercial General Liability

Combined Single Limit	\$1,000,000 each occurrence including contractual liability for specified agreement
	\$2,000,000 General Aggregate (other than Products/Completed operations)
	\$2,000,000 General Liability

Products/Completed Operations: Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

	\$1,000,000 Personal and Advertising Injury
	\$100,000 Fire Damage Legal Liability

Comprehensive Automobile Liability: Including owned, non-owned and hired car coverage

	Combined Single Limit - \$1,000,000 each accident
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<i>Excess Liability</i>	\$1,000,000 per occurrence
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Medical Malpractice Coverage:

The contractor shall at all times provide medical malpractice coverage in a minimum amount per occurrence to meet the limitation placed on recovery in medical malpractice actions by the Commonwealth of Virginia (Section 8.01-581.15, Code of Virginia) and an aggregate amount of two times the minimum amount per occurrence. The contractor shall provide the following:

The contracting physician must provide evidence of coverage for Medical Professional Liability, in the statutory limits for medical malpractice, and will provide the Board with a copy of such policy. The contracting physician will be responsible for all taxes, including FICA, relative to their service. In the event the physician cannot obtain malpractice insurance for correctional medicine, the Jail will attempt to secure such insurance through the Virginia Division of Risk Management

NOTE 1: Contractual Liability covers the following indemnity agreement:

“The Contractor shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.”

NOTE 2: To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols “X-C-U”.

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Contractor shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at minimum, current financial statements, which clearly indicate the reserves, committed to the Contractor’s self-insurance program. The Contractor shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Contractor at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Rappahannock Regional Jail. This policy shall be endorsed to be primary with respect to the additional insured.