

June 14, 2019

NOTICE TO THE PUBLIC  
REQUEST FOR  
PROPOSAL

Rappahannock Shenandoah Warren Regional Jail  
RFP-2019-004 "Request for Dental Services"

The Rappahannock Shenandoah Warren Regional Jail (herein after referred to as the RSW Regional Jail) will accept sealed proposals until 2:00 pm on July 15, 2019 in the Office of the Finance Manager, 6601 Winchester Road, Front Royal, VA 22630, from qualified vendors to provide Dental Services for inmates beginning on or about October 01, 2019, for a period of one year, with a **renewal option of two (2) additional one year periods unless terminated in accordance with contractual agreements.**

Copies of this document may be obtained upon request from Stephanie Smith, Finance Manager, telephone (540) 622-5003, or they may be picked up at the above location.

Offerors should carefully examine the specifications and fully inform themselves as to all conditions and matters, which would in any way, affect the equipment/materials/service or cost thereof. Should an offeror find discrepancies in, or omissions from the specifications of this document, he or she should notify the Finance Manager and obtain clarification prior to submitting proposals. Only questions answered by formal written Addenda will be binding; oral and other interpretations or classifications will be without legal effect.

The right is reserved, as the interest of the RSW Regional Jail may require, to revise or amend the specifications prior to the date set for opening sealed proposals; the opening date may be postponed if deemed necessary by the RSW Regional Jail Superintendent. Such revisions and amendments, if any, will be announced by written Addenda to the specifications. ***In addition, the RSW Regional Jail reserves the right to accept or reject any and all proposals and waive informalities.***

Offerors are to provide four (4) copies of their proposals packaged together, sealed and **clearly marked, "RFP-2019-004 Request for Dental Services."** Proposals are to be submitted as specified in Appendix A and mailed or hand delivered to:

Rappahannock Shenandoah Warren Regional Jail  
Attention: Stephanie Smith  
Finance Manager  
6601 Winchester Road  
Front Royal, Virginia 22630

**BACKGROUND INFORMATION**

The RSW Regional Jail Authority owns and operates a 600-bed Regional Jail at 6601 Winchester Road Front Royal, VA 22630. The average daily inmate population between June 1, 2018 and June 01, 2019 was 466 inmates.

Dental care provided to inmates is limited to care essential to maintaining their health and includes examinations within the facility and referrals to outside dentists when necessary. Dental care provided must be in accordance with standards prescribed by the American Dental Association (herein after ADA), American Medical Association (herein after AMA), and the Virginia Department of Corrections (herein after DOC).

## **SUBMISSION OF PROPOSALS**

1. Offerors must submit a curriculum vitae and a letter of interest emphasizing professional qualifications, and experience.
2. Offerors must provide at least four (4) references from agencies in which the Offeror entered into a contract to provide dental services. The provided information must include the name of the agency, address, telephone number, point of contact, the period of contract, and if not current, the reason for contract termination.
3. The RSW Regional Jail reserves the right to reject any and all proposals.
4. This is a request for professional services and therefore, offerors shall not furnish estimates of man-hours or cost for services with their proposals.

## **DELIVERY OF PROPOSALS**

1. Proposals are due no later than 2:00 PM on July 15, 2019 at which time all proposals will be opened and names of the responder(s) will be read. The RSW Regional Jail has the right to reject any or all proposals.
2. No proposal or amendment to a proposal will be opened or considered if received after the due date and time. Proposals received prior to the time of opening will remain unopened until the due date and time. No responsibility shall be attached to the Superintendent or his representative for the premature opening of a proposal not properly addressed and identified as specified herein.

**Email or facsimile submitted proposals will not be accepted and any proposal received in such a manner will not be considered.**

## **BASIS OF SELECTION/EVALUATION OF PROPOSALS**

Proposals will be evaluated based on the following minimum criteria:

- a. Dentist's curriculum vitae (10%)
- b. Dentist's previous experience providing and directing dental health services in a correctional environment (10%)
- c. Dentist's experience at achieving and maintaining standards of service and practice as set forth by the AMA, ADA, and the Virginia DOC (15%)
- d. The Offeror's proposal for fulfilling the scope of work (50%)
- e. Responses received from Offeror's contract references (15%)

At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. In accordance with § [2.2-4342](#), proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body 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. Notwithstanding the foregoing, if the terms and conditions for multiple awards are included

in the Request for Proposal, a public body may award contracts to more than one offeror. Should the public body 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.

Upon final contract negotiations, the Offeror will be notified in writing. A notice will be publicly posted for 10 days in the Lobby of the RSW Regional Jail announcing the decision to award the contract for public information.

### **COMPENSATION**

As the Dentist is self-employed and is not an employee of the RSW Regional Jail or its fiscal agent, all parties agree that no deductions for withholding taxes will be made and the Offeror and his or her employees are not entitled to any Regional Jail benefits.

So long as the Offeror complies with the provisions of the contract, payment will be made monthly upon receipt of an invoice for services rendered by the Offeror. Payment will be made preferably by check from the Finance Department of the RSW Regional Jail.

### **QUESTIONS AND CLARIFICATIONS**

Requests for additional information or clarifications regarding the specifications will be addressed in writing via fax or email to the following:

**Stephanie Smith, Finance Manager**

**Rappahannock Shenandoah Warren Regional Jail**

**6601 Winchester Road Front Royal, VA 22630**

(540) 622-5003

Fax# (540) 622-2846

[stephanie.smith@rswregionaljail.com](mailto:stephanie.smith@rswregionaljail.com)

The Offeror is requested to submit any question(s) in writing by June 21, 2019 to allow time to prepare any response to all Offerors of Proposals. Written responses, including the question(s), will be provided to all Offerors. Only questions answered by formal written Addenda will be binding; oral and other interpretations will be without legal effect.

### **QUALIFICATIONS TO OFFERORS**

The Offeror must meet the Code of Virginia qualifications and licensure requirements and be adequately insured to include medical/dental malpractice insurance. Dentists and staff providing services at the facility must maintain copies of current licenses at the Rappahannock Shenandoah Warren Regional Jail. Offerors must have a minimum of five (5) years' experience in providing similar services. They must be insured and possess all federal, state, and local licenses and certifications that apply.

## **SPECIFICATIONS/SCOPE OF WORK**

### **Dentist:**

This RFP seeks a vendor to:

#### **1. Scope of Services**

A. The **Offeror** (Hereinafter referred to as the RSW Regional Jail Dentist) agrees to provide the services listed below, under these terms and conditions.

- (1) Serve as dentist for the RSW Regional Jail, and principal advisor to the Superintendent on all inmate dental care matters.
- (2) Recommend dental policies and procedures as may be necessary to fully comply with the Commonwealth of Virginia laws and regulations as well as applicable standards adopted by the American Dental Association (ADA), American Medical Association (AMA) and the Department of Corrections (DOC).
- (3) In coordination with the RSW Regional Jail's Medical Department, schedule a minimum of two (2) hours every other week in the RSW Regional Jail to conduct routine dental examinations and perform uncomplicated, essential dental procedures.
- (4) Provide other services as may be necessary to assure proper dental care of inmates in accordance with applicable laws, regulations, ADA, AMA, and DOC standards of care.
- (5) Treat, or refer for treatment, those inmates whose dental condition, if left untreated will be seriously detrimental to the inmate's health. Treatment is not limited to extractions.
- (6) Provide semi-annual, in-service training, education, and retraining to RSW Regional Jail Medical personnel in the following areas: dental screening procedures, recognition of dental illness and diseases, dental hygiene procedures, and dental records maintenance.
- (7) During periods of non-availability, ensure the continuation of contracted services through a substitute Dentist, licensed by the Commonwealth of Virginia. Reimbursement of the substitute shall be the Dentist's responsibility.
- (8) Appear on behalf of the Superintendent or members of the RSW Regional Jail staff in cases involving litigation against the RSW Regional Jail, RSW Regional Jail staff or Regional Jail Authority members related to the scope of services

#### **B. The Superintendent shall:**

- (1) Provide the RSW Regional Jail Dentist with a furnished office and exam room at the RSW Regional Jail, and with such facilities, services, supplies, equipment and professional staff suitable and necessary for the performance of his duties under this agreement. If the Offeror can provide said facilities, services, supplies, equipment and professional staff suitable at no cost to the RSW Regional Jail, favorable consideration will be given to the Offeror.
- (2) Compensate the RSW Regional Jail Dentist for all of the services described in paragraph 1A above at the agreed upon rate of the negotiated amount for the first hour, or fraction thereof, plus the negotiated amount for each quarter hour, or fraction thereof, beyond the first hour of each session of services provided.

- (3) So long as the Offeror complies with the provisions of the contract, payment will be made monthly upon receipt of invoice for services rendered by the Offeror. Payment will be made preferably by check from the Finance Department of the RSW Regional Jail.

## 2. Records

All records and files of Jail inmates belong to and shall remain the property of the Jail Authority and the RSW Regional Jail.

## 3. Term of Contract/Termination

- A. This Agreement shall be in full force and effect, and shall continue in full force and effect until otherwise terminated in accordance with paragraph (3). Either party may terminate this Agreement at the end of any month during the contract period, by giving not less than ninety (90) days prior notice in writing to the other party of the intention to so terminate the Agreement. Such notice shall be sent via United States Certified Mail, however, should termination by the RSW Regional Jail be necessitated by non-appropriation of funds, this Agreement may be terminated upon thirty (30) days' notice with delivery by United States Certified or Registered Mail.
- B. The contract for professional dental services may be terminated under the following conditions:
  - (1) By either party at any time prior to the expiration of the contract, upon ninety (90) days written notice to the other party.
  - (2) Upon suspension or revocation of the contractor's license to practice dentistry in the Commonwealth of Virginia.
  - (3) Inability of the Dentist to perform according to the provisions of the contract for physical or psychological reasons.

## PROPOSAL FORMAT

Offerors will develop and submit their proposals in the following format:

1. The identity, phone number, fax number, and email of the person preparing the proposal.
2. The Plan for fulfilling the scope of work.
3. A list of exceptions and/or proposed additions to the scope of work, including explanation.
4. Submit Acknowledgement of Payment Procedures for confirmation of compliance with Appendix A requirements. (This form is the last page of this document)

## ANTICIPATED SCHEDULE

- |   |                       |
|---|-----------------------|
| • Request for Proposals Distributed     | June 14, 2019         |
| • Deadline for Questions                | June 21, 2019         |
| • Deadline to Receive Written Proposals | July 15, 2019         |
| • Conduct Oral Interviews               | Week of July 29, 2019 |
| • Completion and Notification of Award  | TBD                   |

**RAPPAHANNOCK SHENANDOAH WARREN REGIONAL JAIL**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal solicitation and resulting contract award issued by Rappahannock Shenandoah Warren Regional Jail, unless otherwise specified. Bidders or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.)

Subject to all State and local laws, policies, resolutions, and regulations and all accepted rules, regulations and limitations imposed by legislation of the Federal Government, bids on all solicitations issued by the Jail will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY-** The Rappahannock Shenandoah Warren Regional Jail (RSW Regional Jail) has sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by RSW Regional Jail. The Superintendent serves as the Purchasing Agent. In the discharge of these responsibilities, one or more representatives of RSW Regional Jail or of the entity for which the purchase is being made may assist the RSW Regional Jail Purchasing Agent. Unless specifically delegated by the RSW Regional Jail Superintendent, no other Jail officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate RSW Regional Jail for an indebtedness. Any purchase ordered or contract made which is contrary to these provisions and authorities shall be of no effect and void, and the Jail shall not be bound thereby.

2. **DEFINITIONS-**

**AGENCY:** Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the Jail.

**BEST VALUE:** As predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

**BID:** The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation. The term "bid" will be used throughout this document and shall be construed to mean "proposal" where appropriate.

**BIDDER/OFFEROR:** Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the RSW Regional Jail Purchasing Agent and offering to enter into contracts with the RSW Regional Jail. The term "bidder" will be used throughout this document and shall be construed to mean "offeror" where appropriate.

**CONSULTANT SERVICES:** Any type of services required by the RSW Regional Jail, but not furnished by its own employees, which is in its nature so unique that it should be obtained by competitive negotiation on the basis of demonstrated competence and qualification for the type of service required and at fair and reasonable compensation, rather than by competitive sealed bidding.

**CONTRACTOR:** Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the Jail. **JAIL:** Rappahannock Shenandoah Warren Regional Jail

**GOODS:** All material, equipment, supplies, printing, and automated data processing/information technology hardware and software.

**INFORMALITY:** A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid or the request for proposal which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

**INVITATION FOR BID (IFB):** A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the Jail. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

**PROFESSIONAL SERVICES:** Any type of professional service performed by an independent contractor within the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law,

medicine, optometry, pharmacy, or professional engineering (which shall be procured as set forth in the Code of Virginia §2.2-4301 in the definition of competitive negotiation at paragraph 3 (a), and in conformance with the RSW Regional Jail Purchasing Policy).

**REQUEST FOR PROPOSAL (RFP):** A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

**RESPONSIBLE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having the capability in all respects to perform fully the contract requirements, and also having the moral and business integrity and reliability which will assure good faith performance, and having been prequalified, if required.

**RESPONSIVE BIDDER/OFFEROR:** An individual, company, firm, corporation, partnership or other organization having submitted a bid which conforms in all material respects to the invitation for bid or request for proposal.

**SERVICES:** Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

**SOLICITATION:** The process of notifying prospective bidders that the RSW Regional Jail wishes to receive bids on a set of requirements to provide goods or services. The notification of Jail requirements may consist of public advertising (newspaper, RSW Regional Jail Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), and the public posting of notices.

**STATE:** Commonwealth of Virginia.

## **CONDITIONS OF RFP**

### **3. LATE BIDS & MODIFICATIONS OF BIDS-**

- a. Any bid/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/ modification is considered a late bid/modification. A late bid/modification will not be considered for award except under the following conditions only:
  - i. The bid/modification was sent by mail and it is determined by the RSW Regional Jail that the late receipt was due solely to mishandling by the RSW Regional Jail after receipt at the address specified in the solicitation.
- b. If the Jail declares administrative or liberal leave, scheduled bid openings or receipt of proposals will be extended to the next business day.
- c. The time of receipt of bids at the specified location is the time-date stamp of such location on the bid wrapper or other documentary evidence of receipt maintained by the specified location.
- d. A late hand-carried bid, or any other late bid not submitted by mail, shall not be considered for award.

### **4. SUBMISSION OF PROPOSALS-**

- a. All proposals submitted in response to a RSW Regional Jail solicitation shall be submitted in a sealed envelope clearly marked with the bid name, date and time of opening on the outside of the envelope and sent to the Jail, 6601 Winchester Road Front Royal, VA 22630. Vendors mailing bids/proposals should allow for normal mail delivery time to ensure timely receipt by RSW Regional Jail. Vendors assume the risk for method of delivery service to meet the submission deadline or failure to deliver to the designated recipient. Submittals may not be faxed or otherwise electronically submitted.

- b. A proposal shall contain the original signature of an individual who is authorized to bind the offeror. Submission of a signed proposal constitutes the offeror's certification that the offeror will perform the contract on the terms contained in the proposal. Before submitting a proposal, each offeror shall make all investigations and examinations necessary to verify any representations made by the Jail and to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of any conditions and requirements resulting from failure to make such investigations and examinations will not relieve the successful offeror from its obligation to comply in every detail with all conditions and requirements of the contract. A plea of ignorance will not be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful offeror.
  - c. The RSW Regional Jail accepts no responsibility for any expense incurred in the proposal preparation and/or presentation. Such expense is to be borne exclusively by the bidder.
  - d. It is the offeror's responsibility to clearly identify and describe the services being offered in response to the solicitation. Offeror's are cautioned that organization of their response, as well as thoroughness, is critical to the RSW Regional Jail evaluation process. Failure to comply with all RFP requirements may be cause for the Jail to reject a proposal. Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visuals and other expensive presentation aids are not required.
5. **COMPLETENESS-** To be responsive, a proposal must include all information required by the solicitation.
6. **ACCEPTANCE OF BIDS/BINDING 90 DAYS-** Unless otherwise specified, all bids submitted shall be binding for ninety (90) Calendar days following bid opening date, unless extended by mutual consent of all parties.
7. **TIME FOR RECEIVING PROPOSAL-** proposals received prior to the time of opening will be securely kept, unopened. The representative of the RSW Regional Jail assigned to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. No responsibility will attach to the RSW Regional Jail or the representative for the premature opening of a proposal not properly addressed and identified. Unless specifically authorized in the solicitation, email, electronic, or facsimile bids/modifications will not be considered.
8. **OMISSIONS & DISCREPANCIES-**
  - a. Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
  - b. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the Jail at least five (5) days prior to the date set for the opening of bids. If necessary, the Jail will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Agent. Bidders are advised that oral explanations or instructions given by RSW Regional Jail personnel during the bid process at any time before the award of the contract will not be binding on the RSW Regional Jail. Notifications from bidders/prospective bidders regarding specifications will not be considered if received within five days of the date set for opening of bids.
9. **OFFEROR INTERESTED IN MORE THAN ONE PROPOSAL-** If more than one proposal is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such proposals may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.



10. **TAX EXEMPTION-** The RSW Regional Jail is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. However, when under established trade practice any federal excise tax is included in the list price, a bidder may quote the list price and shall show separately the amount of federal tax, either as a flat sum or as a percentage of the list price, which shall be deducted by the RSW Regional Jail. RSW Regional Jail's Federal Excise Tax Exemption Number is 27-3307893. Contractors located outside the Commonwealth of Virginia are advised that when materials are picked up by the Jail at their place of business, they may charge and collect their own local/state sales tax. Materials used in the performance of construction contracts are subject to Virginia Sales/Use Tax as described in Section 630-10-27J of the Virginia Retail Sales and Use Tax Regulations.
11. **PROHIBITION AGAINST UNIFORM PRICING-** The RSW Regional Jail shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market methods of procurement. In submitting a bid each bidder shall, by virtue of submitting a bid, guarantee that he or she has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re- advertising for bids.

### **SPECIFICATIONS**

12. **QUESTIONS CONCERNING SPECIFICATIONS-** Any information relative to interpretation of specifications and drawings shall be directed to the person(s) involved with the project. Should a bidder find discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, he or she shall notify the RSW Regional Jail at least five (5) days prior to the date set for the opening of bids. If necessary, the RSW Regional Jail will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Any revisions to the solicitation will be made only by an addendum issued by the Purchasing Agent. Bidders are advised that oral explanations or instructions given by Jail personnel during the bid process at any time before the award of the contract will not be binding on the RSW Regional Jail. Notifications from bidders/prospective bidders regarding specifications will not be considered if received within five days of the date set for opening of bids.
13. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS-** A written award (or Acceptance Agreement) mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the solicitation shall be deemed to result in a binding contract. The following documents which are included in the solicitation shall be incorporated by reference in the resulting contract and become a part of said contract:
  - a. General Conditions and Instructions to Bidders,
  - b. Special Provisions and Specifications,
  - c. Pricing Schedule,
  - d. Any Addenda/Amendments/Memoranda of Negotiations

### **CONTRACT PROVISIONS**

14. **TERMINATION OF CONTRACTS-** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the RSW Regional Jail for Convenience or Cause.
  - b. Extended upon written authorization of the RSW Regional Jail and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
15. **TERMINATION FOR CONVENIENCE-** A contract may be terminated in whole or in part by the Jail in accordance with this clause whenever the Jail shall determine that such a termination is in the best interest of the RSW Regional Jail. Any such termination shall be effected by delivery to the Contractor at least ninety (90) days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
16. **TERMINATION OF CONTRACT FOR CAUSE-**
- a. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the RSW Regional Jail shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the RSW Regional Jail, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Notwithstanding the above, the Contractor shall not be relieved of liability to the RSW Regional Jail for damages sustained by the RSW Regional Jail by virtue of any breach of contract by the Contractor until such time as the exact amount of damages due to the RSW Regional Jail from the Contractor is determined.
17. **CONTRACT ALTERATIONS-** No alterations in the terms of a contract shall be valid or binding upon the RSW Regional Jail unless made in writing and signed by the RSW Regional Jail Superintendent or an authorized agent.
18. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS-** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the RSW Regional Jail. If the Contractor desires to assign his or her right to payment of the contract, Contractor shall notify the Jail immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his or her obligations or change the terms of the contract.
19. **FUNDING-** A contract shall be deemed binding only to the extent of appropriations available to each Agency for the purchase of goods and services.
20. **DELIVERY/SERVICE FAILURES-** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the Jail, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the Jail, shall constitute authority for the Jail to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse the RSW Regional Jail, within a reasonable time specified by the RSW Regional Jail, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the RSW Regional Jail reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the RSW Regional Jail.

21. **NON-LIABILITY**- The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Jail's opinion, are beyond the control of the Contractor. Under such circumstances, however, the RSW Regional Jail may, at its discretion, cancel the contract.
22. **NON-DISCRIMINATION**- During the performance of this contract, the Contractor agrees as follows:
- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 non-discrimination 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 this section.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. RSW Regional Jail does not discriminate against faith-based organizations in the award or administration of RSW Regional Jail contracts.
23. **UNAUTHORIZED ALIEN EMPLOYMENT**- The Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien; as defined in the federal Immigration Reform and Control Act of 1986.
24. **GUARANTEES & WARRANTIES**- All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the RSW Regional Jail before final payment on the contract is made. Unless otherwise stated, manufacturer's standard warranty applies.

## **BILLING**

25. **BILLING**- Billing for RSW Regional Jail agency: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted, in DUPLICATE, for each purchase order immediately upon completion of the shipment or services. If shipment is made by freight or express, the original Bill of Lading, properly receipted, must be attached to the invoice. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

## **PAYMENTS**

26. **PAYMENT**-
- a. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. RSW Regional Jail reserves

the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

- b. Contractors shall indicate the payment methods that they will accept. RSW Regional Jail offers two payment methods, check or ACH (electronic deposit). The contractor's flexibility in regard to payment methods accepted will be part of the contractor selection process.
  - c. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent per month.
  - d. Within seven days after receipt of amounts paid to the Contractor by RSW Regional Jail for work performed by a subcontractor under the contract, the Contractor shall: (i) pay its subcontractor(s) for the proportionate share of the total payment received from RSW Regional Jail attributable to the work performed by the subcontractor(s) under the contract; or (ii) notify RSW Regional Jail and the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment. The Contractor shall pay interest to any subcontractor(s) on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from RSW Regional Jail for work performed by the subcontractor under that contract, except for amounts withheld as allowed in the previous sentence. The Contractor shall include the provisions of this paragraph 5l.d in every subcontract or purchase order so that the provision will be binding upon each subcontractor or vendor.
27. **PARTIAL PAYMENTS-** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.

#### **GENERAL**

28. **GENERAL GUARANTY-** Contractor agrees to:
- a. Save the RSW Regional Jail, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
  - b. Protect the RSW Regional Jail against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - c. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - d. Pay for all permits, licenses and fees and give all notices and comply with all federal, state and county laws, ordinances, rules and regulations.
  - e. Protect the Jail from loss or damage to RSW Regional Jail owned property while it is in the custody of the Contractor.

29. **SERVICE CONTRACT GUARANTY-** Contractor agrees to:

- a. Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions therein set forth provided that the RSW Regional Jail may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statues, and ordinances and the applicable rules regulations, methods and procedures of all government boards, bureaus, offices and other agents.
- d. Allow services to be inspected or reviewed by an employee of the Jail at any reasonable time and place selected by the RSW Regional Jail shall be under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.

30. **INDEMNIFICATION-** Contractor shall indemnify, keep and save harmless the Jail, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the RSW Regional Jail in consequence of the granting or performing of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the RSW Regional Jail in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Jail as herein provided.

31. **OFFICIALS NOT TO BENEFIT-**

- a. Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no Jail official or employee having official responsibility for the procurement transaction, or member of his or her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the contractor has failed to disclose such benefit or has inadequately disclosed it, the Superintendent, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or offeror shall address the disclosure of such facts to the RSW Regional Jail, 6601 Winchester Road Front Royal, VA 22630.

32. **LICENSE REQUIREMENT-** All firms doing business in Warren County, VA shall obtain a business license. Business licenses are issued by the Warren County Commissioner of the Revenue and information, including step-by-step directions on how to obtain a Warren County, VA Business License, can be found on their website at: warrencountyva.net.
33. **REGISTERING OF CORPORATIONS-** All business entities are required to be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or otherwise required by law. Business entities that are not already authorized will likely need to contact the State Corporation Commission, Post Office Box 1197, Richmond, Virginia 23209, telephone (804) 371-9733. The consequences, relative to public procurement, of failing to secure a certificate of authority are set forth in Virginia Code Section 2.2-4311.2.
34. **COVENANT AGAINST CONTINGENT FEES-** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the RSW Regional Jail shall have the right to terminate or suspend this contract without liability to the RSW Regional Jail or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
35. **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 all bids but prior to award, except in the event that the Jail 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 Jail 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. 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 or prequalification application submitted pursuant to any prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

#### **CONTRACTOR REMEDIES**

36. **PROTEST OF AWARD OR DECISION TO AWARD-**
  - a. Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to the Jail, or an official designated by the RSW Regional Jail, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential

bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract. However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or offeror or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The RSW Regional Jail shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia.

- b. If prior to award it is determined that the decision to award is arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation for Bid, then the sole relief shall be a finding to that effect. The RSW Regional Jail shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the RSW Regional Jail. Where the award has been made and performance has begun, the Jail may declare the contract void upon a finding that this action is in the best interest of the Jail. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**37. CONTRACTUAL DISPUTES-**

- a. Any dispute concerning a question of fact as a result of a contract with the RSW Regional Jail which is not disposed of by agreement shall be decided by the RSW Regional Jail, which shall render a decision in writing and mail or otherwise forward a copy thereof to the contractor within ninety (90) days. The decision of the RSW Regional Jail shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted 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. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

**38. CHOICE OF LAW-** The Contract will be governed by the laws of the Commonwealth of Virginia and any legal action arising out the Contract shall be brought in the courts for the County of Warren, Virginia.

39. **COOPERATIVE PURCHASING-** The RSW Regional Jail may participate, sponsor, conduct or administer a cooperative procurement on behalf agreement of or in conjunction with one or more other public agencies or institutions or localities of the several states, of the United States or its territories, or the District of Columbia, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. Except for contracts for professional services, a public body may purchase from another public body's contract even if it did not participate in the Request for Proposal (RFP) or Invitation for Bid (IFB), if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Nothing herein shall prohibit the assessment or payment by direct or indirect means of any administrative fee that will allow for participation in any such arrangement.
40. **DRUG FREE WORKPLACE-** During the performance of a 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a contractor in accordance with this section, 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.

**APPROVED:**

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**Russell Gilkison**  
**Superintendent**



THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID/PROPOSAL.  
FAILURE TO EXECUTE AND SUBMIT THIS FORM WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

**Rappahannock Shenandoah Warren Regional Jail**

**Bid Form Supplement**

**BIDDER/OFFEROR ACKNOWLEDGEMENT OF PAYMENT PROCEDURES**

I hereby acknowledge that I have reviewed the "General Conditions and Instructions to Bidders" document provided by the Rappahannock Shenandoah Warren Regional Jail.

I hereby further acknowledge that, with regard to payments to vendors under contracts with RSW Regional Jail, the General Conditions state as follows:

PAYMENT-

- a. Payment shall be made after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. RSW Regional Jail reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

I hereby accept and agree to comply with the foregoing as well as all other terms and conditions of the Contract.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID/PROPOSAL.  
FAILURE TO EXECUTE AND SUBMIT THIS FORM WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.