



FAUQUIER COUNTY GOVERNMENT

Contract # 26-010-C-R

Riding Rappahannock Regional Jail (RFP #2024-IMHC and NHEP)

Rappahannock Creative Health Care (RCH)

This Agreement is made and entered into this 6 day of August 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and Rappahannock Creative Health Care (RCH), having its principal place of business at 8304 Musket Ridge Lane, Fredericksburg, VA 22407, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Inmate Medical/Healthcare Services by Physician and New Hire Employee Physical Exams/EKG/5 Panel Drug testing.

COMPENSATION: The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

CONTRACT PERIOD: Date of execution through June 30, 2026, with three (3) additional one-year options to renew, at the mutual agreement of both parties.

The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. Rappahannock Regional Jail RFP #2024-IMHC and NHEP dated March 8, 2024 with attachments A, B, and C; and
4. Fully executed Contract 2024-IMHC & NHEP dated April 19, 2024 inclusive of Rappahannock Creative Health Care Proposal dated April 8, 2024, including all documents incorporated by reference all of which are incorporated herein;

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

	Rappahannock Creative Health Care (RCH)		Fauquier County Government, a political subdivision of the Commonwealth of Virginia
By:	<i>Peter C. Ober</i>	By:	<i>K. S. Lyda</i>
Title:	<i>Managing Partner</i>	Title:	Procurement Director
Date:	<i>8/5/2025</i>	Date:	<i>8/6/2025</i>

GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

Revised 08/05/2021

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

 - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
 - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
 - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

 - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
 - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

IFB/RFP NUMBER
TITLE
BID/PROPOSAL DUE DATE AND TIME
VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid 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 bids 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.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **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 (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement 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 and Virginia Public Procurement Acts; 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.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** 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.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
 - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
 - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
 - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
 - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
 - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
 - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).
- In every contract over \$10,000 the provisions in A and B below apply:
- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any 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.
 - 2) 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.
 - 3) 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.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
 - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
 - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, 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 Owner in consequence of the granting of a contract or which may otherwise result therefrom, 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 therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, 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 Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** 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.

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 this chapter, 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.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
 - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. USE OF CONTRACT BY OTHER PUBLIC BODIES: Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at www.ada.gov/websites2.htm or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
 - Name of Article and Stock Number,
 - Quantity Ordered,
 - Quantity Shipped,
 - Quantity Back Ordered,
 - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

BIDDER/CONTRACTOR REMEDIES

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) 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 amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.

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

Request for Proposals

Issue Date: March 08, 2024

RFP #2024-IMHC & NHEP

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

Location : 1745 Richmond Highway, Stafford, VA 22554

The Rappahannock Regional Jail is requesting proposals for: Inmate Medical/Health Care Services by Physician and New Hire Employee Physical Exams/EKG/ 5 Panel Drug Testing

For a term of two (2) years from July 1, 2024 through June 30, 2026. 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, 1:00 PM, Wednesday, April 10, 2024, 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, four (4) copies, and one (1) copy in USB format of your proposal package and Attachment A, Attachment C, 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 Walker
P.O. Box 3300
1745 Richmond 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 Walker, Procurement Officer
Email: lwalker@rrj.state.va.us
Telephone: 540-288-5273

**RAPPAHANNOCK REGIONAL JAIL
RFP NO. 2024-IMHC & NHEP**

Events

1.	Post RFP – RRJ Website	<u>March 08, 2024</u>
2.	Advertise eVA	<u>March 08, 2024</u>
3	Advertise Free Lance Star	<u>March 08, 2024</u>
4.	RFP response due at 1:00 p.m.	<u>April 10, 2024</u>
5.	Notify Offeror of selection	<u>TBD</u>
6.	Process Contract	<u>July 1, 2024</u>

**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 1600 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 1,023 for Calendar Year 2023. 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, four (4) days per week with a maximum of 24 hours per week to respond to routine medical requests of inmates. The physician shall be available or have someone available for telephone consultations at all times 24/7.
2. The physician will provide services to the Human Resources division to perform new hire employee physical exams/EKG/5 panel drug testing. These services will be performed in addition to the (3) hours per day that are scheduled for the inmate services during the 4-day period. The cost for this services should be on an individual basis per employee. Random employee drug testing will be performed by the physician or physician assistant.
3. The contracting physician must meet the qualifications and licensing requirements of Chapter 8, Title 54 of the Code of Virginia (1950), as amended.
4. The contracting physician will be responsible for all taxes, including FICA, relative to his/her service.

5. 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-10).
- 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) Conduct a Woman's Clinic one (1) day per month
- 7) Conduct a Chronic Care Clinic three (3) days per month
- 8) 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.
- 9) 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.
- 10) 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.
- 11) Perform mandated vaccinations for employees at the request of the Superintendent.
- 12) Perform new hire employee physical exams/EKG/5 panel Drug Testing three (3) days per week.
- 13) Perform random employee drug testing as scheduled by Human Resources.

- 14) 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.

V. 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.

VI. 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 April 3, 2024 sent **via email** concerning this RFP to:

Lisa Walker
E-mail: lwalker@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.

VII. 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. References – Attachment C
- f. 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 – preferably up to five (5) 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.

VIII. 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
 - Non-Binding Estimate of Cost of Services
 - The Offeror’s current workload and ability to begin operation July 1, 2024
 - 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.

IX. STAFFING AND PERSONNEL

1. Personnel Security Requirements

The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to Rappahannock Regional Jail facilities cooperate and comply with Rappahannock Regional Jail security criminal history checks and clearances, substance abuse screening, photo identification, and searches of their person and possessions while on or in Jail property.

2. Criminal History Check

Contractor employees who require access to Rappahannock Regional Jail facilities shall be subject to a criminal history check. Each contractor employee shall complete and sign a release authorizing Rappahannock Regional Jail staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the Facility as determined by Rappahannock Regional Jail.

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, 2024 through June 30, 2026. 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.

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 (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Jail's Internet www.rsj.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. 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.

27. 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.

28. 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.

29. 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.

30. Questions:

Any questions about items shall be submitted to the Purchasing Agent or designee by close of business on April 3, 2024 by e-mail to lwalker@rrj.state.va.us

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.

31. 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.

32. 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.

33. 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.

34. 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

35. 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.

36. 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, by giving 30 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.

37. 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.

38. 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.

39. 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.

40. Prison Rape Elimination Act (PREA)

Contractors and Contractors’ staff who are providing services to Rappahannock Regional Jail, who having any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA). Contact and Contractor’s staff must receive training at Rappahannock Regional Jail on their responsibilities, under PREA including Rappahannock Regional Jail’s sexual abuse and sexual harassment prevention, detection and response policies and procedures, including reporting. Contractors and Contractors’ staff agrees to abide by the facilities zero tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

41. Americans With Disabilities Act (ADA)

AMERICANS WITH DISABILITIES ACT. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28

C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract, or from activities provided for under this Contract, on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to all benefits, services, programs and activities provided by the Rappahannock Regional Jail through contracts with outside contractors. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Rappahannock Regional Jail from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Rappahannock Regional Jail as a result of the Contractor's failure to comply with the provisions of this Paragraph.

42. Confidentiality Of Inmates Information Policy

Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. Information concerning inmates will be exchanged on an as need to know basis only, within the facility. 3) Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to Rappahannock Regional Jail, Rappahannock Regional Jail employees or Rappahannock Regional Jail inmates shall remain confidential. The Contractor agrees to obey all Rappahannock Regional Jail's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmate's policy may be subject to suspension or termination.

43. Payment Terms:

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

THE RAPPAHANNOCK REGIONAL JAIL RESERVES THE RIGHT TO WAIVE INFORMALITIES IN PROPOSALS AND TO PURCHASE ANY PART OF OR THE WHOLE OF THE ITEMS LISTED.

**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 2024-IMHC & NHEP. My signature also certifies that by submitting a proposal in response to this Request for Proposals, 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, 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

Excess Liability \$1,000,000 per occurrence

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.

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.

RAPPAHANNOCK REGIONAL JAIL

ATTACHMENT C REFERENCES

To Be Completed by Offeror

1. QUALIFICATION OF BIDDER: The bidder certified it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services ____ years ____ months.
3. REFERENCES: Indicate below a listing of at least two (2) recent references for whom the bidder has provided this type of service. Include the date the services were furnished and the name and address of the person that the Rappahannock Regional Jail has your permission to contact. If the bidder has not recently provided this type of service, list at least two (2) general references that the Rappahannock Regional Jail has your permission to contact.

Date	Client	Phone Number and Person to Contact
_____	_____	EMAIL_____
	_____	Phone_____
_____	_____	EMAIL_____
	_____	Phone_____
_____	_____	EMAIL_____
	_____	Phone_____
_____	_____	EMAIL_____
	_____	Phone_____
_____	_____	EMAIL_____
	_____	Phone_____

SUBMIT THIS FORM WITH PROPOSAL

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM **MUST BE SUBMITTED** WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the Rappahannock Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. _____ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____.

B. _____ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____

C. _____ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Offeror/Bidder

Date

Authorized Signature

Print or Type Name and Title

SUBMIT THIS FORM WITH PROPOSAL

PROPRIETARY INFORMATION

Ownership of all data, materials, and documentation originated and prepared for the Owner pursuant to the REQUEST FOR PROPOSAL shall belong exclusively to the Owner and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Offeror must invoke the protections of Section 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information.

NOTICE OF PROPRIETARY INFORMATION Confidentiality References Protection in Accordance with the Code of Virginia, Section 2.2-4342F

Section Title	Page Number	Reason(s) for Withholding from Disclosure

INSTRUCTIONS: Identify the data or other materials to be protected and state the reasons by using the codes listed below. Indicate the specific words, figures, or paragraphs that constitute trade secrets or proprietary materials.

- A- This page contains information relating to "trade secrets", and "proprietary information" including processes. Operations, style of work, or apparatus, identify confidential statistical data, amount or source of any income... of any person (or) partnership. "See Virginia Public Procurement Act. Section 2.2-4342F. Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.
- B- This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is of the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 2.2-4342F; 5 U.S.C. 552 (b)(4); 12 C.F.R. 309.5(c)(4).
- C- This page contains proprietary information including confidential, commercial or financial information. This disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C. See Virginia Public Procurement Act. Section 2.2-4342F; 552 (b)(4); 12 C. F. R 309.5(c)(4).

****Return this Page if Applicable ****

RAPPAHANNOCK REGIONAL JAIL AUTHORITY

Contract # 2024-IMHC & NHEP

This Agreement is made and entered into this 19th day of April 2024, by the Rappahannock Regional Jail Authority, hereinafter referred to as "Owner" and, **Rappahannock Creative Health Care (RCH)**, hereinafter referred to as "Contractor".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide Inmate Medical/Healthcare Services by Physician and New Hire Employee Physical Exams/EKG/5 Panel Drug testing to the Owner as set forth in the Contract Documents.

COMPENSATION: The Owner will pay the Contractor a fee of \$367,775.49 annually based on 12 billing periods per year for the term of two (2) years beginning July 1, 2024 – June 30, 2025 and July 1, 2025 – June 30, 2026 for inmate medical/healthcare.

The rate for New Hire Employee Physical Exams/EKG/5 Panel Drug testing for the period of July 1, 2024 – June 30, 2025 and July 1, 2025 – June 30, 2026:

Physical Exams at the rate of \$81.56

EKG at the rate of \$66.27

CONTRACT PERIOD: Two (2) years from July 1, 2024 – June 30, 2026. 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 in RFP #2024-IMHC & NHEP.

The contract documents shall consist of and are listed in order of priority:

- (1) This signed form;
- (2) RFP #2024-IMHC & NHEP dated March 08, 2024
- (3) Contractor's proposal dated April 08, 2024

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

Rappahannock Creative Health Care

By: 

Mr. Peter C. Ober

Title: Managing Partner

Date: 4/19/24

Rappahannock Regional Jail

By: 

Kevin A. Hudson

Title: Superintendent

Date: 4-19-2024

**Rappahannock Regional Jail
RFP #'s 2024-IMHC & NHEP
Proposal for Medical/Health Care Services by
Physician & New Hire Employee Physical Exams/EKG/5 Panel
Drug Testing**

Introduction

Rappahannock Creative Health Care (RCHC) is a partnership formed in 1996 in the Commonwealth of Virginia for the purpose of providing health care management and professional medical services to correctional institutions. Our primary focus has been to provide quality medical services to small and medium size regional jails within the state of Virginia. Over time we have evolved to include working in detox and rehabilitation centers as well. It is the goal of the partnership to set the standard for correctional health care within a defined scope of services while maintaining cost effectiveness. For the purpose of fulfilling the requirements of this Request for Proposals, RCHC has brought together a team of qualified professionals with the requisite skill and experience necessary to provide expert clinical services and administrative oversight for your facility.

Our partnership functions with what we believe to be two important management principles: First, our partners are highly qualified medical professionals who continue to be involved in providing health care in their local community. Working with community-based health professionals enables our staff to be knowledgeable about the state of the art of delivery of health care in Virginia. Second, key members of our partnership are directly involved in providing management and health care for your institution which ensures direct access to our decision makers. That access removes unnecessary layers of management, reduces cost, and promotes the resolution of administrative and medical issues in a timely manner.

Our health care team includes highly qualified licensed physicians who are board certified in emergency medicine with expertise in correctional health care and physician assistants (PA-C) with extensive emergency medicine, correctional medicine, and legal medicine experience. We have over twenty-five years of experience working together as a team with a demonstrated knowledge of management, development, and delivery of health care services. Additionally, our management team members have a strong background in health care quality assurance and risk management and have proven success in management of resources including human resources. We have had the opportunity to start and develop our own programs from scratch at new facilities such as Rappahannock Regional Jail and Prince William-Manassas Regional Adult Detention Center as well as join facilities with long established medical staffs and programs. RCHC has always been able to integrate our philosophy and culture with existing medical departments seamlessly and establish good working relationships with community resources.

Summary of Key Staff Qualifications (CVs attached)



Clifton Sheets, MD
Senior Partner at RCHC
Medical Director for Rappahannock Regional Jail

Dr. Clifton Sheets graduated with honors from Miami University with degrees in Microbiology and Chemistry in 1979. He went on to the Medical College of Virginia where he graduated with honors in 1983. In 1986 he completed his residency in Emergency Medicine and served as Chief Resident. He is board certified in Emergency Medicine and has received board certification from the American Academy of Anti-Aging Medicine.

Dr. Sheets has extensive experience in primary care and correctional medicine. He began his career as Assistant Professor of Emergency Medicine at Wright State University where he authored numerous articles and textbook chapters on medicine. In 1989 he began as a staff physician in the Emergency Department at the Miami Valley Hospital in Ohio. He joined the medical staff as a partner in the Emergency Department at Mary Washington Hospital in Fredericksburg, Virginia where he worked until 2001. There he rose from emergency room staff physician to Chair of Emergency Department and President of the Medical Staff.

He has since retired from the Emergency Department and continues his community based medical care at Primecare Family and Urgent Medical Care in Spotsylvania, VA. He is also still very active in community outreach programs and serves as medical advisor to International Allied Missions. Dr. Sheets has traveled to Haiti for more than 10 years on medical missions caring for thousands of patients.

Dr. Sheets began working in correctional medicine in 2003 as a partner with RCHC. He has served as a clinician in several Virginia jails and is currently Medical Director at Rappahannock Regional Jail. He is a member of the American Academy of Correctional Physicians. For further details on Dr Sheets training and experience please review his attached CV.



Douglas Sturm, DO, CCHP

Partner at RCHC

Hypertension and Chronic Care Clinics at Rappahannock Regional Jail

Dr. Douglas Sturm graduated cum laude from Stonybrook University with Degrees in Chemistry and Biochemistry in 2007. He then attended the New York College of Osteopathic Medicine where he graduated in 2011. He completed his Residency in Emergency Medicine at the Lehigh Valley Health Network in Bethlehem, Pennsylvania. Soon after, Dr. Sturm joined Fredericksburg Emergency Medical Alliance as a partner in 2015 providing emergency medical Care at Mary Washington Hospital, Stafford Hospital, and the Lee's Hill Emergency Department. He is a member of the American Medical Association, American Osteopathic Association, and American College of Emergency Physicians.

Dr. Sturm is a Certified Correctional Health Professional with many years of experience working in corrections. Dr. Sturm joined our correctional health care team in 2018 and has served as our Medical Director at the Prince William Manassas Adult Detention Center for several years. He currently works at Rappahannock Regional Jail managing the chronic care and hypertension clinics. For further details on Dr. Sturm's training and experience please review his attached CV.



Peter C. Ober PA-C, MEd, J.D.
RCHC Managing Partner
Chief Physician Assistant for Rappahannock Regional Jail

Mr. Ober graduated with honors as a Physician Assistant from the US Air Force PA Program. He received his BS degree from the University of Oklahoma, a master's in education from the University of Southern California, and his Juris Doctorate from George Mason University School of Law in 1986.

Mr. Ober's clinical experience began as a medical specialist in the US Air Force. He then served in various assignments in clinical medicine from 1979 until 1986. In 1986, he was selected for training as a Special Agent in the Air Force Office of Special Investigations where he worked as a special agent conducting criminal and counterintelligence investigations. He was appointed as commander of the Langley Air Force Base OSI detachment in 1987 and served as detachment commander in Saudi Arabia during Desert Storm in 1991. He served his final years in the Air Force as Chief of the AFOSI Basic Training program in Washington, DC, and as an Academic Instructor lecturing in criminal law and procedure. Mr. Ober's medical career continued when he began working as a Physician Assistant at the Emergency Department at Mary Washington Hospital in Fredericksburg in 1994 where he has served two terms as Chief Physician Assistant in the Emergency Department.

Mr. Ober began his career in correctional medicine in 1996 as a founding partner with Rappahannock Creative Health Care. He has served as a clinician in several Virginia prisons, jails, and juvenile centers. He is currently chief physician assistant at Rappahannock Regional Jail and Rappahannock Shenandoah Warren Regional Jail.

Mr. Ober has also held several leadership positions in correctional medicine. He has been a member of the Board of Directors of the National Commission on Correctional Healthcare (NCCHC) since 1999. He served as a Jail Surveyor for the NCCHC from 1999 to 2003. He has served as Chairman Board of Trustees, Certified Correctional Health Professional Program from 2000 until 2004. He served two terms as Chairman, NCCHC Board of Directors from 2009 to 2011 and is currently a member of the NCCHC Policy and Standards Committee. He is also a member of the Society of Correctional Physicians. For further details on Mr. Ober's training and experience please review his attached CV.



Sean Ober, PA-C, MPAS, CCHP
Partner at RCHC

Sean Ober began his career in healthcare in 2009, working in the Emergency Department at Mary Washington Hospital as a medical scribe while in school studying for his bachelor's degree. After graduating with his bachelor's in biology from Longwood University he was accepted into the master's program for Physician Assistant Sciences at Gardner-Webb University.

He returned to the Fredericksburg area in 2017, accepting a job in the Emergency Department at Mary Washington Hospital as a Physician Assistant. For the past 5 years, he has been responsible for seeing complex urgent/emergent medical and surgical problems. At the same time, he began working in corrections for RCHC. He has worked in adult correctional, juvenile correctional, and rehab/recovery centers for the past 8 years and gained valuable experience in this setting.

Sean is a member of the American Academy of Physician Assistants and the Academy of Correctional Health Professionals. He currently serves as the Chief Physician Assistant for Central Virginia Regional Jail in Orange, Virginia. For further details please see Sean's attached CV.



Patrick Ober, PA-C, MPAS, CCHP-CP
Partner at RCHC

Patrick received his undergraduate degree in health sciences from Saint Francis University in Loretto, PA in 2015 graduating Magna Cum Laude. He was a part of a 5-year accelerated master's program and graduated in 2016 from Saint Francis University with a Master of Physician Assistant Science at 23 years old.

Starting in 2016, he worked for 2 and a half years as a Physician Assistant in the Emergency Department at Mary Washington Hospital. Looking to expand his knowledge base, he then moved into the observation unit in the hospital caring mostly for cardiac and stroke patients from 2018-2020. He has since moved back to working in the Emergency Department at Mary Washington Hospital.

Patrick joined RCHC in 2016 and has worked in correctional medicine for the past 9 years. He is a Certified Correctional Health Professional as a clinical provider (CCHP-CP). Patrick was appointed to the National Commission on Correctional Healthcare CCHP-CP subcommittee and helped write the questions for the certification exam.

Patrick is currently the chief physician assistant of Middle River Regional Jail in Staunton, VA. For further details on his training and experience please review his attached CV.



Ms. Cheryl B. Davidson. PA-C, MHS
Director of Women's Clinic

Ms. Davidson received her undergraduate degree in Health Science from the State University of New York in 1980. She went on to train as a diagnostic ultrasonographer at the United Hospitals Ultrasound Program, Newark, New Jersey. In 1990, she graduated from the Bayley Seton Hospital Physician Assistant Program in Staten Island, New York. Ms. Davidson completed her formal medical training in medicine in 1997 at the Alderson Broaddus College, West Virginia where she received a master's degree in Primary Care Medicine.

In the beginning of her medical career, Ms. Davidson gathered valuable experience at the Aids Unit of St. Vincent's Medical Center in New York, New York as well as the Alcohol Detoxification and Chemical Dependency Units at Bayley Seton Hospital in Staten Island, New York. She also became familiar with correctional medicine while working at St Vincent's Hospital/prison Health division at the City of New York Department of Corrections Manhattan Detention Center (Rikers Island), New York from 1993 to 1996. In 1996 Ms. Davidson moved to Virginia, where she began working as a Physician Assistant in the Department of Emergency Medicine at Mary Washington Hospital in Fredericksburg. She served for a time as the emergency department's Chief PA, supervising 10 full-time physician assistants and was the PA representative to numerous departmental committees. Ms. Davidson has also been active in charitable work, participating as a volunteer for Outreach Medical Missions in Haiti and Peru with annual visits to staff medical care facilities in those countries.

In 2011, Ms. Davidson joined Rappahannock Creative Health Care where she manages women's health clinics in several of our facilities. For additional details, please see Ms. Davidson's attached CV.

RCHC does have several other providers that can fill in at RRJ if there is a need. The CVs for those providers are available upon request.

Scope of Services

The management and staff of Rappahannock Creative Health Care (RCHC) has the requisite skill and experience to provide medical care which meets constitutional requirements, the medical community standards of health care, and the standards established by federal, state, and local law. RCHC has consistently proven that it can meet the Standards of the NCCHC and ACA Standards, regarding the provision of medical services in correctional facilities.

1. RCHC providers will provide services at the jail on a regular schedule of approximately 3 hours per day, 4 days per week with a maximum of 24 hours per week to respond to routine medical requests of inmates. A member of our team will be on call 24 hours per day/7 days a week for phone consultation.
2. RCHC will provide services to the Human Resources division to perform new hire employee physical exams/EKG/5 panel drug testing. These services will be performed in addition to the 3 hours per day that are scheduled for the inmate services during the 4 day period. The cost for these services will be on an individual basis per employee. RCHC providers can perform employee drug testing.
3. All RCHC physicians, psychiatrists, dentists, NPs, and physician assistants will maintain and comply with all necessary qualifications and licensing requirements of Chapter 8, Title 54, Code of Virginia and will be adequately insured.
4. RCHC will be responsible for all taxes, including FICA, relative to RCHC's service.
5. RCHC will invoice RRJ on a monthly basis for all services received during the monthly period. Billing shall be based on twelve billing periods per year. We understand that payment will be made within 45 days after receipt of invoice.

Physician's Duties

1. RCHC will 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. Dr. Clifton Sheets will serve as Medical Director for RRJ and Peter Ober PA-C will serve as chief Physician Assistant. RCHC will provide a program of services which meet the medical needs of inmates.
3. A member of our team will be on call 24 hours per day/7 days a week for phone consultation concerning laboratory results, medication orders, treatment recommendations, emergency consultation, or other urgent needs. Our goal will be to respond to calls within thirty minutes of receiving them. We maintain a toll-free number for this purpose as well as back-up contact information if needed. RCHC will provide a call schedule and contact information to ensure coverage.

4. RCHC will enforce current policies and procedures as required to administer a program of medical/health care services.
5. RCHC will allot sufficient time for thorough and adequate direct patient care to satisfy standards of medical/health care.
6. RCHC will conduct a Woman's Clinic 1 day per month to provide gynecological evaluation and care. Our women's clinic is managed by Cheryl Davidson PA-C who has been managing our women's clinics for over a decade.
7. RCHC will conduct a Chronic Care Clinic 3 days per month. Our providers plan to all participate in chronic care. Dr. Douglas Sturm will run specific clinics for chronic care and hypertension as well.
8. RCHC will provide, as requested by the Regional Jail, in-service education for the Medical and Correctional Staff of the Regional Jail up to 2 hours per month.
9. RCHC will 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.
10. RCHC will ensure the continuation of contracted services if the main providers for your facility are unavailable for any reason. Anybody that will cover for your usual providers will work for RCHC and reimbursement will not be an issue. If a clinic must be cancelled due to unforeseen circumstances either by the facility or the provider, the day shall be made up at a mutually agreed upon time.
11. RCHC will perform mandated vaccinations for employees at the request of the Superintendent.
12. RCHC will perform new hire employee physical exams/EKG/5 panel Drug Testing 3 days per week.
13. RCHC will perform random employee drug testing as scheduled by Human Resources.
14. RCHC will 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. RCHC will be responsible for all taxes, including FICA, relative to their service.

Conclusion

Rappahannock Creative Health Care has successfully provided professional medical and management services to regional jails in Virginia since 1996. We believe our staff members have unmatched experience in correctional medicine. We are responsive to the unique nature of correctional medicine, and we have a strong commitment to providing excellent cost-effective service. Any of our other current contracts will also attest to the correctional, medical, and ethical standards maintained by our providers and the great professional relationship we maintain with jail administrators, correctional staff, and medical staff.

RCHC has served at Rappahannock Regional Jail for many years and have been dedicated to providing the highest quality of care to inmates in the facility. We have appreciated the relationships we have been able to cultivate with the staff as well and hope the relationship continues for years to come.

Brief Description of the Firm

Name: Rappahannock Creative Health Care

History: Rappahannock Creative Health Care is a partnership formed in 1996 in the Commonwealth of Virginia for the purpose of providing health care management and professional medical services to correctional institutions within the state of Virginia. (See Executive Summary)

Business entity: Partnership

Employees: 20

Years in business: 28

Experience of Partnership: The partnership has extensive experience in providing professional medical and dental services as well as medical department management to Regional Jails and Juvenile Centers. We have had the opportunity to start and develop medical programs at several new facilities including Rappahannock Regional Jail and PWMRADDC, in addition to working jails with long established programs.

Litigation History

In 28 years RCHC has never lost any malpractice or 1983 litigation in which they were named defendants.

Insurance

All of our professional medical staff maintain professional liability insurance coverage to the Virginia mandated malpractice cap. Certificates of Insurance are available on request.

Current Contracts

Rappahannock Regional Jail

1745 Richmond Highway, Stafford, VA 22555

Superintendent: Colonel Kevin Hudson

Date of Service: 1 July 1996 – present

Size: 1500 beds

Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care. All professional dental services.

Middle River Regional Jail

350 Technology Drive, Staunton, VA 24401

Superintendent: Colonel Eric Young

Date of Service: 2019 – present

Size: 900 beds

Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care. All professional dental services.

Prince William County Adult Detention Center

9320 Lee Avenue, Manassas, VA 20110

Superintendent: Colonel Peter A. Meletis

Date of Service: 2009 – present

Size: 800 beds

Services Provided: All professional medical services including management of health services, routine medical care, emergency medical treatment and referrals for specialty care. Psychiatric Services.

Northwestern Regional Adult Detention Center

141 Fort Collier Road, Winchester, VA 22603

Superintendent: Superintendent Clay A. Corbin

Date of Service: 2014 – present

Size: 600 beds Services Provided: All professional medical services including management of health services, routine medical care, emergency medical treatment and referrals for specialty care. All professional dental services. Psychiatric Services.

Rappahannock Shenandoah Warren Regional Jail

6601 Winchester Road, Front Royal, VA 22630

Superintendent: Russell W. Gilkison

Date of Service: 2016 – present

Size: 500 beds

Services Provided: All professional medical services including management of health services, routine medical care, emergency medical treatment and referrals for specialty care. Psychiatric Services. Dental Services.

Central Virginia Regional Jail
13021 James Madison Highway, Orange VA 22960
Superintendent: Frank E. Dyer III
Date of Service: 1999 – present
Size: 440 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care. All professional dental services. Psychiatric Services.

Middle Peninsula Regional Security Center
170 Oakes Landing Road Saluda, VA 23149
Superintendent: Timothy P. Doss
Date of Service: 2022 – present
Size: 121 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care. Psychiatric Services.

Page County Jail
108 S Court Street, Luray VA 22835
Sheriff: Chad Cubbage
Date of Service: 2007 – present
Size: 80 beds
Services Provided: All professional medical services including management of health service, routine medical care and emergency medical treatment.

Rappahannock Juvenile Center
275 Wyche Road Stafford, VA 22554
Superintendent: Carla White
Date of Service: 2022 – present
Size: 80 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care.

Fauquier County Adult Detention Center
50 West Lee Street, Warrenton VA 20186
Sheriff: Jeremy A. Falls
Date of Service: 2004 – present
Size: 75 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care.

Northern Virginia Juvenile Detention Center
200 S Whiting Street, Alexandria VA 22304
Operated by the Northern Virginia Juvenile Detention Commission
Date of Service: 2022 – present
Size: 70 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care.

Culpeper Regional Jail
830 Cameron Street, Culpeper VA 22701
Sheriff: Timothy W. Chilton
Date of Service: 2012 – present
Size: 68 beds
Services Provided: All professional medical services including management of health service, routine medical care, and emergency medical treatment. Psychiatric Services.

Boxwood Recovery Center
15511 Guinn Lane, Culpeper VA 22701
Director: Ryan Banks
Date of Service: 2013 – present
Size: 30 Beds
Services Provided: Professional medical services including management of alcohol and opiate detox, routine medical care, emergency medical treatment and referrals for specialty care.

Sunshine Lady House
615 Wolfe Street, Fredericksburg, VA 22401
Director: Jane Yaun
Date of Service: 2013 – present
Size: 30 Beds
Services Provided: Professional medical services including management of alcohol and opiate detox, routine medical care, emergency medical treatment and referrals for specialty care.

Bridging the Gaps
31 S Braddock Street, Winchester, VA 22601
Director: Pam Reiman
Date of Service: 2021 – Present
Size: 24 beds
Services Provided: Professional medical services including management of alcohol and opiate detox, routine medical care, emergency medical treatment, and referrals for specialty care.

Prince William County Juvenile Detention Center
Historic District, 14873 Dumfries Road, Manassas, VA 20112
Superintendent: John Dowdy
Date of Service: 2013 – present
Size: 20 beds
Services Provided: All professional medical services including management of health service, routine medical care, emergency medical treatment and referrals for specialty care.

References

Middle River Regional Jail
350 Technology Dr, Staunton, VA 24401
Superintendent: Colonel Eric Young
Phone: (540) 245-5420
Date of Service: 2019 – present

Northwestern Regional Adult Detention Center
141 Fort Collier Road, Winchester, VA 22603
Superintendent: Superintendent Clay A. Corbin
Phone: (540) 535-3800
Date of Service: 2014 – present

Rappahannock Shenandoah Warren Regional Jail
6601 Winchester Road, Front Royal, VA 22630
Superintendent: Russell W. Gilkison
Phone: (540) 622-6097
Date of Service: 2016 – present

Prince William County Adult Detention Center
9320 Lee Avenue, Manassas, VA 20110
Superintendent: Colonel Peter A. Meletis
Phone: (703) 792-6420
Date of Service: 2009 – present

Central Virginia Regional Jail
13021 James Madison Highway, Orange VA 22960
Superintendent: Frank E. Dyer III
Phone: (540) 672-3222
Date of Service: 1999 – present

**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 2024-IMHC & 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: Rappanhamm Creative Health Care

ADDRESS: 3 Baldwin Drive
Fredericksburg, VA 22406

FED ID NO: EIN 54-181 2580

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

See 11582422
Peter C. Ober

SIGNATURE: _____

NAME: (print) Peter C. Ober

TITLE: Managing Partner

TELEPHONE: 640 220-8036

E-MAIL: RCHC-Jails@gmail.com

FAX: _____

DATE: 4/8/24

SUBMIT THIS FORM WITH PROPOSAL

RAPPAHANNOCK REGIONAL JAIL

ATTACHMENT C REFERENCES

To Be Completed by Offeror

1. QUALIFICATION OF BIDDER: The bidder certified it has the capability and capacity in all respects to fully satisfy all of the contractual requirements.
2. YEARS IN BUSINESS: Indicate the length of time you have been in business providing this type of services ____ years ____ months.
3. REFERENCES: Indicate below a listing of at least two (2) recent references for whom the bidder has provided this type of service. Include the date the services were furnished and the name and address of the person that the Rappahannock Regional Jail has your permission to contact. If the bidder has not recently provided this type of service, list at least two (2) general references that the Rappahannock Regional Jail has your permission to contact.

Date	Client	Phone Number and Person to Contact
2013	Middle River Jail	EMAIL _____
	Col ERIC Young	Phone (540) 245-5420
1999	Central VA Jail	EMAIL _____
	Supt. Frank Dyer	Phone (540) 672-3222
2016	RSW Jail	EMAIL _____
	Supt. Russell Gilkinson	Phone (540) 622-6087
_____	_____	EMAIL _____
_____	_____	Phone _____
_____	_____	EMAIL _____
_____	_____	Phone _____

SUBMIT THIS FORM WITH PROPOSAL

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the Rappahannock Regional Jail, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is SCC 1168 2422

B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is _____

C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.

Rappahannock Creative Health Care

Legal Name of Company (as listed on W-9)

Peter C. Ober

Legal Name of Offeror/Bidder

4/8/24

Date

Peter C. Ober

Authorized Signature

Peter C. Ober Managing Partner

Print or Type Name and Title

SUBMIT THIS FORM WITH PROPOSAL