



ROCKINGHAM COUNTY REGIONAL JAIL
REQUEST FOR PROPOSALS
FOR
COMMUNITY-BASED CORRECTIONS PLAN &
FACILITY PLANNING STUDY

April 28, 2014

20 East Gay Street
Harrisonburg, VA
22802

REQUEST FOR PROPOSAL

Community-Based Corrections Plan and Facility Planning Study

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Community-Based Corrections Plan and Facility Planning Study

1.0 PURPOSE

This Request for Proposal (RFP) is issued for the purpose of obtaining proposals from qualified firms to provide a Community-Based Corrections Plan (CBCP) and Facility Planning Study (FPS) for the Regional Jail. Rockingham County is fiscal agent for the regional jail, which serves the City of Harrisonburg and Rockingham County, Virginia, and is issuing this RFP in accordance with the Chapter 2, Article X of the Rockingham County Code.

The CBCP shall be prepared to comply with Virginia Code Section §53.1-82.1 and be prepared in accordance with 6VAC 15-80-80 - Community-Based Corrections Plan. In addition, based upon the scope of the project, a FPS shall be prepared and submitted in accordance with 6VAC 15-80-130 – Planning Study. The reports shall be submitted in a timely manner to permit consideration and approval by the Department of Corrections no later than December 31, 2014. A copy of the Department of Corrections regulations is included as an attachment to this RFP.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permit competition. It shall be the offeror's responsibility to advise the County in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the County no later than ten (10) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

Rockingham County and the City of Harrisonburg require additional jail space due to inmate overcrowding. Currently, the Regional Jail has a maximum rated capacity from the Virginia Department of Corrections of 208 inmates. The daily average inmate population for the Regional Jail is 440 to 450, with weekend populations exceeding 475. When the inmate population exceeds 340, the Sheriff's Office coordinates with the County Administrator to transfer inmates to the Middle River Regional Jail, which is located in Verona, Virginia.

The County and City are evaluating several possible sites for expansion, including the current location. Each site is either owned by one or both of the two localities or the Commonwealth of Virginia. At least one of the sites may require the purchase of adjacent privately-owned property. The current facility is located in downtown Harrisonburg, one block from the Circuit Court House and connected by walkway to the District Courts Building. The current facility also houses the Sheriff's department. The intake is on the first floor and the second and third floors house inmates, with all daily cells constructed to maximum or medium security standards.

A preliminary estimate of 400 beds is being used as a planning number of space for additional beds in the expansion or new facility. A newly constructed facility is envisioned as a satellite regional jail facility, serving Harrisonburg and Rockingham County. The new or expanded facility is expected to have a mix of minimum and medium security housing, with the potential for work release housing and a mental health ward. Start of construction is expected to begin no later than March 2016. Once complete, the current downtown jail facility is expected to continue to serve as a holding facility for inmates with further court obligations and to hold prisoners whose classification requires a higher degree of secure detention (maximum security).

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4.0 SCOPE OF SERVICES

The CBCP and FPS are required by the Department of Corrections as a prerequisite for the planning, design, construction, and reimbursement of a local correction facility. The services provided must include all work necessary for the reports to comply with Virginia Code Section §53.1-82.1 and to be prepared to meet the standards set forth in 6 VAC 15-80, Standards for Planning, Design, Construction and Reimbursement of Local Correctional Facilities. A copy of the regulation is included as attachment. In addition, the report should address, at a minimum the following:

1. An analysis of staffing needs and a six-year operating budget for the proposed facility and current facility;
2. A plan for the development and implementation of pre-trial detention alternatives and post-disposition punishment alternatives on a systematic local and regional basis, which plan shall be reviewed, modified and approved by the State Board of Corrections, with assistance from the Department of Criminal Justice Services; and
3. The project shall be based on the Rockingham County Regional Jail population forecast, projections must be made with the intent of construction beginning not later than 2016, which shall include an analysis of the impact on the jail population of the alternatives identified in #2, and which forecast shall be reviewed by the Department of Criminal Justice Services.
4. An evaluation of other alternative sentencing options that are approved for use in Virginia that may not be currently used in Harrisonburg and Rockingham County.

5.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at the Rockingham County Administration Center located at 20 East Gay Street, Harrisonburg, Virginia on Thursday, May 8, 2014 at 10:00 A.M. Attendance at the Pre-Proposal Conference is not mandatory for those submitting a proposal, but is strongly recommended in order to fully understand the requirements. Minutes of the Pre-Proposal Conference will not be recorded or published.

6.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The Proposal Analysis Team will independently read, review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

- a. Proven management skills and technical competence of the offeror(s) - this includes experience in the programming/planning and cost estimating of Jails.
- b. Credentials of project team members, particularly as related to prior work of this nature, including previous experience in the development of similar studies and familiarity with the requirements of the Commonwealth of Virginia Board of Corrections for such studies. Provide resumes of key personnel who will be responsible for the work.
- c. Understanding of task and requirements as depicted in proposal.

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- d. Proposed time of performance. Offerors that are able to demonstrate successful completion of projects most quickly will be awarded the highest points.
- e. Overall quality and completeness of proposal and interview.
- f. Cost of services.

Once each member of the Proposal Analysis Team has independently read and rated each proposal and completed a proposal evaluation matrix form, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. At this point, the Proposal Analysis Team will conduct interviews and have discussions with only the top ranked offerors (usually the top three depending upon the number of proposals received). During the interview process and discussion stage, the non-binding price proposals and cost can be discussed. Once these interviews and discussions are completed, including the non-binding estimates of cost and man-hours, the Proposal Analysis Team will finalize the rankings, including consideration of the cost of services (i.e., price proposal). Final negotiations for a binding estimate of cost will begin with the top ranked offeror. If a contract acceptable to the County cannot be negotiated at a price considered fair and reasonable, negotiations shall be terminated with the top ranked offeror and negotiations conducted with the next ranked offeror, and so on. The Proposal Analysis Team will conduct all subsequent negotiations and will make a recommendation to for the resulting contract award.

7.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

7.1 Preparation and Submission of Proposals

- a. All proposals shall be signed in ink by the Contractor offeror or authorized principals of the offeror.
- b. All attachments to the Request for Proposal requiring executing by the Contractor offeror are to be returned with the proposals.
- c. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal.
- d. **Proposals must be received by the Rockingham County Department of Finance not later than 2:00 p.m. Monday, May 19, 2014.** Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the County prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

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- e. **Each offeror shall submit one original and two (2) copies and an electronic version** of their proposal to the County. The original proposal shall be clearly marked.
- f. Proposals may either be mailed or hand delivered to the attention of:

**James L. Allmendinger
Rockingham County
Director of Finance
20 East Gay Street
Harrisonburg, Virginia 22802.**

7.2 Questions and Inquiries

Any questions pertaining to this RFP must give the RFP title and acceptance date. Questions and inquiries, either orally or in writing, will be accepted from any and all offerors. Material questions will be answered in writing and will be distributed to all offerors who attend the Pre-Proposal meeting as well as posted on the Rockingham County Website. All questions shall be received at least ten (10) days in advance of the proposal acceptance date. Any questions pertaining to the scope of work, the preparation or submittal of a proposal, and all other communications referred to in this RFP, must be made to:

**Stephen G. King
Rockingham County
Deputy County Administrator
20 East Gay Street
Harrisonburg, Virginia 22802.
Phone: (540) 564-3027
Fax: (540) 564-3017**

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the offeror to ensure that he has received all addendums prior to submitting a proposal.

7.4 Completion

Proposal must show number of days required to complete the project under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offerors list.

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7.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.6 Authority to Bind Offeror in Contract

Proposals MUST give full legal name of the entity that is the Offeror, including mailing address. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND HIS OFFEROR IN A CONTRACT. Offeror name and authorized signature must appear on proposal in the space provided on the pricing page.

7.7 Withdrawal of Proposals

- a. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.
- b. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.8 Subcontractors

Offerors shall include a list of all subcontractors in their proposal. Proposals shall also include a statement of the subcontractors' qualifications. The County reserves the right to reject the successful offeror's selection of subcontractors.

7.9 References

All offerors shall include, with their proposals, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.

7.10 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

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7.11 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive formalities and award the contract to best serve the interest of the County.

7.12 Prohibition as Subcontractors

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or offeror to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.13 Deviations from Scope of Services

If there is any deviation from that prescribed in the scope of services, the appropriate line in the scope of services shall be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

7.14 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

7.16 Miscellaneous Requirements

- a. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- b. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The County will schedule the time and location for this presentation.
- c. The contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- d. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

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FOLLOWING THIS PAGE IS THE AGREEMENT FORM THAT WILL BE ENTERED INTO BETWEEN THE COUNTY AND THE SUCCESSFUL OFFEROR. THIS AGREEMENT IS SUBJECT TO REVIEW BY THE COUNTY ATTORNEY PRIOR TO BEING SUBMITTED FOR SIGNATURE.

OfferorS shall submit comments, questions or concerns with any of the contract terms and conditions with their proposal. The County will not consider contract revisions or amendments after the applicant submits their response to this RFP.

**Rockingham County
County Administrator's Office
20 East Gay Street
Harrisonburg, Virginia 22802**

THIS AGREEMENT is made on the date of execution by and between the Rockingham County Board of Supervisors (County), serving as fiscal agent for the Rockingham Regional Jail, and,

_____ (Contractor).

[Contractor's name]

The County and the Contractor, for the consideration specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A (Contractor's Proposal). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents. Where conflicts in document language may appear to exist, priority among documents shall be in the following order: (1) this Agreement and (2) Exhibit A.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents. The primary purpose of this work is to provide a Community-Based Corrections Plan and Facility Planning Study. The Community-Based Corrections Plan and Facility Planning Study must comply with Virginia Code Section §53.1-82.1, and the reports shall be prepared to meet the standards set forth in 6VAC15-80, Standards for Planning, Design, Construction and Reimbursement of Local Correctional Facilities. The reports shall be submitted in a timely manner to permit consideration and approval by the Department of Corrections no later than December 31, 2014.

The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the work. It shall be the Contractor's responsibility to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Rockingham County Administrator or designee. However, it shall be the responsibility of the Contractor and not the County Project Officer to manage the details of the execution and performance of the Contractor's work under this Agreement.

CONTRACT TERM

Work under this Agreement shall be completed within [____] days from acceptance of this Agreement and a written Notice to Proceed from the County. Any changes to the times and conditions of the original contract shall be in writing, and be in the form of a modification to the original contract. The contract term may be amended with mutual consent of both parties by a executing a written contract amendment.

CONTRACT AMOUNT

As compensation for Contractor's services, the Contractor will be paid according to the Contractor's proposal (Exhibit A) for the services included within the scope of work or called for by the contract documents.

ADDITIONAL SERVICES

No services other than those described in the Contract Documents are authorized under this Agreement unless the services are covered by a written Amendment to this Agreement signed by the County and the Contractor covering the expected cost of such services.

COUNTY TAXES

The Contractor will pay any and all County taxes when due, and specifically authorizes the County to offset the amounts of any County taxes which are due and owing against sums otherwise due to the Contractor, and to pay such amounts to the County Treasurer on the Contractor's behalf.

COUNTY EMPLOYEES

No employee of Rockingham County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise there from which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's negligent, grossly negligent or intentional performance or nonperformance of its work called for by the Contract Documents.

FAILURE TO DELIVER

In case of failure to deliver services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies the County may have.

ETHICS IN PUBLIC CONTRACTING

The Contract incorporates by reference Chapter 2, Article X, Division 9 "Ethics in Public Contracting", Code of the County of Rockingham, Virginia, and reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia Conflicts of Interest Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this solicitation, and that it has not conferred on any public employee having official responsibility for this solicitation 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.

LIABILITY

Neither the Contractor nor the County will be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor or the County, that make performance impossible or illegal, unless otherwise specified in the contract.

ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the County.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Rockingham County, Virginia. The contractor waives its right, if any, to remove a case filed in a Virginia court to a federal court. The Contractor shall comply with applicable federal, state, and local laws and regulations.

IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor certifies that it does not and will not during the performance of the Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said contract.

RELATION TO COUNTY

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its servants or agents. The County will not withhold payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ROCKINGHAM COUNTY CENTRALIZED PROCUREMENT ORDINANCE

The applicable provisions of the County's Centralized Procurement Ordinance (Chapter 2, Article X Rockingham County Code) govern this Contract. The time limit for decision by the Board of Supervisors in the event of a contractual dispute, as that term is defined in the Ordinance, is sixty days. Procedures for contractual disputes, appeals, and protests are provided in the Ordinance.

ARBITRATION

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under the contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to 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 from the County for work performed by the subcontractor under the 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 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-tier subcontractor.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF

The County will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR

The Contractor shall at all times enforce strict discipline and good order among the workers performing under the contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

SAFETY

The Contractor shall comply with and ensure that the Contractor's personnel and subcontracted personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the General Industry and for the Construction Industry. The Contractor shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one on-site person who is the Contractor's competent, qualified, or authorized person on the worksite and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified or authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of the award.

ADJUSTMENTS FOR CHANGE IN SCOPE

The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by formal written Amendment to the Contract signed by the County and the Contractor.

If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. The Contractor will not be compensated for performing that particular work unless a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided. The reports shall be thoroughly researched for accuracy of content, be grammatically correct, not contain spelling errors, and be submitted in a format approved in advance by the Project Officer. The reports shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, report data, or making other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

PAYMENT TERMS

Unless otherwise indicated in the Contractor's response, payment terms will be recorded by the County as Net 30 days: the County will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer describing completed work reasonable and allocable to the Contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the Contract requirements, whichever is later. Payments will be made by the County for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by the County.

TERMINATION FOR DEFAULT

The contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the work, and thereafter until the Contractor has met all requirements and conditions relating to the work under the Contract Documents following the contract term, including warranty and guarantee periods. However, the County will have the right to terminate the contract sooner if the Contractor has failed to perform satisfactorily the work required, as determined by the County in its discretion. In the event the County decides to terminate the contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen days written notice before the termination takes effect. Such fifteen-day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen days specified in the notice and the contract is terminated for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for all contract services satisfactorily performed by the Contractor and allocable to the contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the work covered by the contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate the performance of work under the contract in whole or in part whenever the County determines that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

INSURANCE

The Contractor shall maintain insurance sufficient to protect the Contractor, the County and the public, and shall be in the levels set forth below. The Contractor shall furnish proof of all insurance to the County by certificates of insurance showing the County as an additional insured. Such certificates shall be kept up to date and show the current insurance of the Contractor. They shall have a minimum cancellation time of thirty (30) days, said time to commence after delivery of said notice to the County at the address shown below.

The Contractor shall carry with a company authorized to transact business in the Commonwealth of Virginia, an insurance policy fulfilling all requirements of the Worker’s Compensation Act of said Commonwealth including all legal requirement from occupational disease.

Insurance in the following amounts is required:

<u>Type of Insurance</u>	Each Person	Each Occurrence	<u>Aggregate</u>
Worker’s Compensation			
Public Liability	Statutory	Statutory	
Property Damage			\$1,000,000
Contractor’s Protective			
Public Liability	\$1,000,000	\$1,000,000	
Contractor’s Protective			
Property Damage			\$1,000,000
Contractual Liability	\$500,000	\$1,000,000	
Contractual Property			
Damage			\$1,000,000
Completed Operations and			
Products Liability	\$500,000	\$1,000,000	\$1,000,000
Vehicle Liability	\$1,000,000	\$1,000,000	\$1,000,000

WITNESS these signatures:

Joseph S. Paxton

County Administrator

County of Rockingham

DATE: _____

[Name]

[Title]

[Firm Name]

DATE: _____

APPROVED AS TO FORM:

Thomas H. Miller, Jr., Esq.

ROCKINGHAM COUNTY ATTORNEY

End of Contract

**Rockingham County Regional Jail
Community-Based Corrections Plan
and Facility Planning Study**

Proposal Cover Submittal Form

THE FIRM OF: _____

Address: _____

Hereby agrees to provide the requested services as defined herein for a total contract price of:

\$ _____

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email Address: _____

Name of person authorized to bind the Offeror: _____

References:

Offerors shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____