



COUNTY OF PRINCE WILLIAM

1 County Complex Court, (MC 460) Prince William, Virginia 22192-9201
(703) 792-6770 Metro 631-1703 Ext. 6770 Fax: (703) 792-4611

FINANCE DEPARTMENT
Purchasing Division

DATE: April 6, 2011

REQUEST FOR PROPOSAL: RFP110035

SUBJECT: Medical Services at the Juvenile Detention Center

PROPOSAL DUE

DATE: May 4, 2011

TIME: 3:00 P.M. LOCAL TIME

SUBMIT TO: PURCHASING MANAGER
PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

PLEASE DIRECT CONTRACTUAL QUESTIONS CONCERNING RFP TO:

Dawn Gordon
703-792-6794
dgordon@pwcgov.org

An Equal Opportunity Employer

RFP SUBMISSION FORM

Name of RFP: Medical Services at the Juvenile Detention Center
RFP Number: RFP110035

SECTION I - COMPANY IDENTIFICATION AND OWNERSHIP DISCLOSURE

Company: _____	Contact Person: _____
Address: _____	Title: _____
_____	Telephone No: _____
Remittance _____	FAX No: _____
Address: _____	Email: _____

Indicate Which: Corporation ☐ Partnership ☐ Sole Prop. ☐
Minority Owned/Controlled Bus. Yes ☐ No ☐ Small Bus. Yes ☐ No ☐

Organized under the laws of the State of _____
Principal place of business at _____

Following are the names and address of all persons having an ownership interest of 5% or more in the Company:
(Attach more sheets if necessary)

Name	Address
_____	_____
_____	_____

SECTION II - CONFLICT OF INTERESTS

This solicitation is subject to the provisions of Section 2.2-3100 et. seq., Virginia Code Annotated, the State and Local Government Conflict of Interests Act.

The Offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest.

SECTION III - COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same services, materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of the State and Federal law and may result in fines, prison sentences, and civil damage awards.

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign for the Offeror.

Signature _____ Date _____

Name (Printed) _____ Title _____

OFFEROR MUST RETURN THIS FORM WITH PROPOSAL SUBMISSION

TABLE OF CONTENTS

PAGE

SECTION I	1
INTRODUCTION	1
I.1 Purpose of the Request.....	1
I.2 Scope of Work	1
I.3 Qualification of Physician.....	2
I.4 County Responsibilities	3
I.5 Records	3
I.6 Criminal Background Investigation Requirements.....	3
I.7 Requirement for Vendor Registration.....	3
I.8 Period of Contract.....	4
I.9 RFP Questions	4
I.10 Decision Not To Respond.....	4
I.11 Prices and Price Adjustment	4
I.12 Emergency Order	5
I.13 Rider Clause.....	5
I.14 HIPAA Compliance	5
I.15 Americans with Disabilities Act Requirements.....	5
I.16 Posting of Award	5
SECTION II	6
PROPOSAL REQUIREMENTS	6
II.1 Effect of Proposal Submission.....	6
II.2 Due Date and Copies Returned.....	6
II.3 RFP Submission Form	6
II.4 Conflict of Interests.....	7
II.5 Collusion	7
II.6 Ownership	7
II.7 Confidentiality	7
II.8 Proposal Format Instructions	7
II.9 Non-Discrimination Against Faith-Based Organizations	9
II.10 Immigration Reform and Control Act of 1986	9
SECTION III.....	10
SELECTION OF CONTRACTOR.....	10
III.1 Approving Authority.....	10
III.2 Selection Committee	10
III.3 Basis for Award	10
III.4 Evaluation Criteria	10
III.5 Prime Contractor	11
III.6 Contract Development	11
III.7 Contingency of the Contract Award	11
III.8 Standard Contract for Services	12
III.9 Type of Contract	12
III.10 Purchase Order.....	12
III.11 Acceptance, Invoicing, and Payment.....	12
III.12 Insurance	13

ATTACHMENT A	1
S-A-M-P-L-E	1
STANDARD CONTRACT FOR SERVICES.....	1
SECTION I	2
SPECIAL PROVISIONS.....	2
I.1 Definitions.....	2
I.2 Contract Period	2
I.3 Incorporation of Documents	2
I.4 Provision of Services	3
I.5 Contract Amount.....	3
I.6 Method of Payment.....	3
I.7 Time of the Essence and Completion	3
I.8 Key Personnel	3
I.9 Inspection and Acceptance	4
I.10 Insurance	4
I.11 Hold Harmless	4
SECTION II	5
GENERAL PROVISIONS	5
II.1 Assignability of Contract.....	5
II.2 Modifications or Changes to the Contract	5
II.3 Employment Discrimination for Contracts over \$10,000.....	5
II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00	6
II.5 Claims/Disputes	6
II.6 Termination for Convenience of the County	7
II.7 Termination for Default	8
II.8 Termination for Non-Appropriation of Funds	8
II.9 Payments to Subcontractors.....	8
II.10 Examination of Records.....	9
II.11 Ethics in Public Contracting	9
II.12 Governing Law and Choice of Forum	9
II.13 Immigration Reform and Control Act of 1986	10
II.14 Rider Clause.....	10
II.15 Integration	10

SECTION I

INTRODUCTION

This Request for Proposal (RFP) plus the resulting proposal content and contract shall be consistent with and governed by the Prince William County Purchasing Regulations. In the event of an inconsistency between the solicitation and selection requirements set forth in this RFP versus those set forth in the Purchasing Regulations, the inconsistency shall be resolved by giving precedence to the solicitation and selection requirements of the Purchasing Regulations.

This Section of the RFP sets forth the general information to all potential offerors to facilitate preparation of suitable proposals for the services identified in this RFP. The proposal submission requirements are addressed in Section II of this RFP while the County's process for selecting the best proposal and developing a contract are summarized in Section III. The requirements and process set forth therein shall be binding on all Offerors.

I.1 Purpose of the Request

Purpose of this RFP is to solicit proposals from qualified individuals or firms that are interested in providing a medical director and physician services to the residents of the Juvenile Detention Center.

I.2 Scope of Work

I.2.1 Performance Description and Requirements for Juvenile Detention Center Physician

- a. Assist the Administrator and Medical Staff of the Juvenile Detention Center in order to fulfill those requirements pertaining to the provision of medical care and health services to residents as prescribed in applicable standards published by the AMA, NCCHC Juvenile Standards, and standards for Interdepartmental Regulations of Residential Facilities for Children (1/1/98), as well as those required by Federal, and State laws and regulations.
- b. Serve as Medical Director to Medical Staff of the Juvenile Detention Center and provide a program of services that meet the medical needs of the incarcerated juveniles.
- c. Assist the Administrator and Medical Staff of the Juvenile Detention Center to develop such policies and procedures as may be necessary to administer a program of medical care services as related to the correctional environment.
- d. Conduct Clinic Call at the Juvenile Detention Center a minimum of once per week. Both parties shall mutually agree upon dates and times.
- e. During Clinic Call, the Juvenile Detention Center Physician will: (1) respond to routine medical requests by Nursing Staff; (2) review all laboratory results; (3) examine all residents referred by Nursing Staff for medical care; (4) review all professional consultations; (5) review all resident medical records requested from outside agencies; (6) review inmate medication sheets monthly for necessary modifications to medications; (7) reviews all daily sick-call logs and nurse's notes for appropriateness of care provided by Nursing Staff; (8) review all health appraisals of residents; and (9) provide any other services necessary to assure that high quality medical care is provided to residents in accordance with applicable standards of the AMA, NCCHC Juvenile Standards,

Standards for Interdepartmental Regulations of Residential Facilities for Children, and Federal and State laws and regulations.

- f. Ensure that any medical care performed by other than a physician is in accordance with a written protocol.
- g. Provide, as requested by the detention center, on-the-job in-service training and education for Medical and Correctional Staff of the Juvenile Detention Center a minimum of twice per year.
- h. Provide input on hiring, staff evaluation and medical procedures. Also, in conjunction with the Superintendent, review medical and security policies and procedures annually.
- i. Systematically determine health care personnel requirements in order to provide inmate access to health care staff and services.
- j. Meet with the Nursing Supervisor at least quarterly and review annual statistical summaries and quarterly reports on the health care delivery system and health environment to be submitted to Superintendent.
- k. During periods of non-availability, insure the continuation of contracted services through a substitute, which may be a Physician who covers the private practice during absences, or another Physician licensed by the Commonwealth of Virginia. Reimbursement of the substitute shall be the Contractor's responsibility.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution, resume and license for the proposed substitute, and any additional information requested by the Superintendent. Proposed substitute should have comparable qualifications to those of the person being replaced. All substitutions are subject to the final approval of the Superintendent.

- l. The Contractor shall appear and testify on behalf of the Superintendent, members of the Juvenile Detention Center or Department of Social Services Board Members in cases involving litigation against the Prince William County Juvenile Detention Center and Staff.

I.2.2 Working Hours and Location

- a. Working hours are negotiable, but must be structured to satisfy those requirements of the Performance Description, which pertains to services that are to be provided within the confines of the Juvenile Detention Center, 14873 Dumfries Road, Manassas, VA 22111.
- b. The Contractor shall have a physician on call, seven (7) days a week, 24 hours per day for consultation and emergency care.

I.3 Qualification of Physician

Physicians must meet the qualifications and licensure requirements of Chapter 8, Title 54 of the Code of Virginia (1950), as amended; maintain a Federal DEA Number, and have adequate insurance. Provide copies of current licenses and certificates with the technical proposal.

I.4 County Responsibilities

- a. Assure high quality medical care and treatment is provided to residents in accordance with applicable standards of the AMA, NCCHC Juvenile Standards and Standards for Interdepartmental Regulations of Residential Facilities for Children, and Federal and State laws and regulations.
- b. Implement policies to insure the maintenance of a healthy living environment within the Detention Center.
- c. Place no restrictions or requirements upon the Physician that will unduly restrict or compromise him/her as a professional.
- d. Provide a medical clinic within the Detention center, suitably outfitted with the equipment, supplies and materials necessary to maintain a program of medical care and treatment.
- e. Transport and guard residents requiring care or treatment conducted outside the detention center.
- f. Grant Physician supervisory control over duties assigned to the Medical Staff of the Detention Center, which pertains to medical matters.
- g. Provide all previous and active clinical information related to assigned cases.

I.5 Records

All documents that comprise a clinical chart shall be the property of the Juvenile Detention Center.

I.6 Criminal Background Investigation Requirements

The Contractor will be required to provide names and contact information of any employees and subcontractor employees providing on-site services. Those employees and subcontractor employees who will require access to sensitive PWC facilities, systems, and data will be further required to provide their address, date of birth, gender, race social security number, and other applicable data to a Background Investigator with the Prince William County Police Department, for conducting a criminal background investigation, to include a fingerprint check, FBI check, local police check and Central Registry check. Only employees and subcontractor employees recommended for access by the Police Department, pursuant to a criminal background check, will be granted access to sensitive facilities, systems, and data.

I.7 Requirement for Vendor Registration

Before submitting a response to this solicitation, an offeror must be a registered Prince William County vendor. Vendors are encouraged to register themselves over the internet at

www.pwcgov.org/eServices/eProcurement

If internet access is not available or problems are experienced during registration, contact the Purchasing Office shown on the front page of the solicitation.

I.8 Period of Contract

The term for this Contract shall be for one year from date of July 1, 2011. The County shall have the option to extend the Contract for five (5) additional one-year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the Contractor provides written acknowledgement of the extension.

I.9 RFP Questions

Address questions, in writing, concerning contractual matters and technical requirements of this RFP to both individuals below. **The deadline for submitting questions is April 20, 2011.** Written responses, including the questions will be provided to all Offerors. The County shall publish questions, answers, and solicitation amendments no later than April 22, 2011.

Name: Dawn Gordon, Contract Specialist
 Telephone: 703-792-6794
 Facsimile: (703) 792-4611
 Email: dgordon@pwcgov.org

Name: Scott B. Facyson, Juvenile Detention Home Superintendent
 Telephone: (703) 791-3170
 Fax: (703) 791-3958
 Email: sfacyson@pwcgov.org

I.10 Decision Not To Respond

Some recipients of this RFP may elect not to respond with a proposal for a variety of reasons. The County is very interested in learning whether problems with the solicitation process have discouraged responses or whether there are other reasons.

Accordingly, if your firm elects not to submit a proposal, we ask that you return a statement as to why you are unable or unwilling to respond. Due to the large number of firms on the County's qualified list of offerors, it is necessary to delete from these lists, the names of those persons, firms, or corporations who fail to respond after having been requested to respond on three (3) solicitations without giving a reason.

I.11 Prices and Price Adjustment

If the County exercises its option to renew the Contract upon the expiration of its term and should there be any price increase, such increase may be accepted but the increase should be no more than the posted percentage of increase as shown in the applicable category of the Consumer's Price Index published by the U.S. Department of Labor.

I.12 Emergency Order

In the event of any emergency, the County reserves the right to order the contracted services or supplies from other sources that could provide a faster delivery time.

I.13 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

I.14 HIPAA Compliance

The Health Insurance Portability and Accountability Act (HIPAA), a federal law, requires Prince William County to maintain the privacy of health information.

The successful Offeror shall execute a Business Associate Agreement and must adhere to all relevant federal, state, and local confidentiality and privacy laws, regulations, and contractual provisions of that agreement. The Offeror shall have in place appropriate administrative, technical, and physical safeguards to ensure the privacy and confidentiality of protected health information.

I.15 Americans with Disabilities Act Requirements

Offeror agrees to comply with all regulations of the Americans with Disabilities Act (ADA).

Upon request, Prince William County will provide reasonable accommodations for persons with disabilities for County programs, services, and activities. The County will observe and implement all equal employment opportunity laws and regulations and will continue to make concerted efforts to assure its work environment is free of discrimination.

The ADA guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Prince William County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy.

I.16 Posting of Award

Notice of Contract award(s) made as a result of this solicitation will be posted on the Prince William County Web Page at www.pwcgov.org/eServices/eProcurement.

SECTION II

PROPOSAL REQUIREMENTS

All information requested and the requirements of this RFP must be supplied in writing in order for the County to consider the proposal complete.

II.1 Effect of Proposal Submission

Submission of a proposal shall constitute agreement to include the provisions contained in this RFP and/or in the Offeror's proposal in any contract negotiated between the parties unless an exception or clarification to any such provision is clearly indicated in the proposal labeled "Clarifications and Exceptions" and each exception or clarification specifically refers to the applicable objective or specification included in the Scope of Work.

By submitting a proposal, the Offeror also agrees that it is satisfied from its own investigation of the conditions and requirements to be met, that it fully understands its obligation, and that it will not make any claim for or have the right to cancellation of or relief from the Contract because of any misunderstanding or lack of information.

II.2 Due Date and Copies Returned

Responses are due no later than May 4, 2011, 3:00 P.M. local time. The County shall not accept proposals after that date and time.

All firms are to submit the required copies of their proposals in two separately bound parts as follows:

Copies	Part	Description
4	A	Technical Proposal
4	B	Cost Proposal (submitted at Interview Stage)

Proposals received in the Purchasing Office after the date and time prescribed shall not be considered for contract award and shall be returned unopened to the Offeror.

Offerors should include in the technical proposal submission, the required RFP Submission Form (see following paragraphs), and the Insurance Checklist (See Section III of this RFP). These should be packaged together and clearly labeled "RFP No. RFP110035".

Offerors should deliver the sealed proposal to:

Dawn Gordon, Contract Specialist
Finance Department - Purchasing Office
Prince William County
1 County Complex Court (MC460)
Prince William, Virginia 22192-9201

II.3 RFP Submission Form

Each Offeror submitting a proposal must complete and include the RFP Submission Form regarding company identification and ownership disclosures, conflict of interests, and collusion. The certification on this form must

bear an original signature and may be included with a letter of transmittal. Failure by the Offeror to include this RFP Submission Form with its proposal may be cause for rejection of the proposal. A brief explanation of the certifications on the form follows.

II.4 Conflict of Interests

This solicitation is subject to the provisions of Section 2.2-3100 et seq., VA Code Ann., "State and Local Government Conflict of Interests Act". No member of the Board of County Supervisors, or any advisory or judicial body of Prince William County, or any other officer or employee of Prince William County, or any member or employee of any agency, commission, board, or corporation, or the spouse or any other relative who resides in the same household as any of the foregoing, may be a contractor or subcontractor in connection with any bid, or have a personal interest therein as defined by Section 2.2-3101 VA Code Ann.

II.5 Collusion

All proposals submitted must be made without prior understanding, agreement, or connection with any corporation, partnership, firm, or person submitting a proposal for the same requirements, without collusion or fraud. Collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

II.6 Ownership

The County requires all firms submitting proposals to indicate their form of organization and current principal place of business. In addition, proposals must list the names and addresses of any ownership interest of 5% or more in the firm(s) responding to this RFP.

II.7 Confidentiality

The County shall not discuss or disclose proposals or their proposed cost with competing firms during the selection process or otherwise disclose them to the public except as may be required under the Federal and State Freedom of Information Acts and other relevant law (i.e. Virginia Public Procurement Act). Proprietary information that is submitted must be identified as such at the time of submission, and shall not be disclosed to the public or competing offerors at any point in time.

No responsibility shall be attached to the Purchasing Manager or purchasing representatives for the premature opening or disclosure of a proposal not properly addressed and identified.

II.8 Proposal Format Instructions

The County will follow the evaluation process and selection criteria described in Section III of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each proposal must contain the following elements organized into separate chapters and sections, as the Offeror may deem appropriate:

- Qualifications and Experience
- Availability and Flexibility
- Firm Experience and Capabilities
- References
- Cost Proposal (Bound separately and submitted at interview stage)

These elements parallel the basis of the County's proposal evaluation criteria. The County is not responsible for failure to locate, consider, and evaluate qualification factors presented outside of this format. The following paragraphs provide guidelines to each Offeror for information to include in the proposal.

1. Qualifications and Experience

This section must include the qualifications of the staff the Offeror will assign to this contract once selected. At a minimum, the proposal should:

- This section shall include a current Curriculum Vita.
- Describe the years and settings that the Offeror has provided medical services for a similar scope of work.
- Describe professional clinical experience with patients.
- Describe experience providing medical services to adolescents who have medical and emotional disabilities.
- Provide copies of current licenses and certificates, evidence of a valid Federal DEA Number.

The personnel named in the proposal shall remain assigned to the project throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval of the County.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of subcontractors are to be provided and by proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

2. Availability and Flexibility

- Describe availability: days of the week, hours available on days available.
- Describe how much advance notification would be required prior to engagement of the Contract.

3. Firm Experience and Capabilities

The purpose of this section is to provide the County with an overview description of the Offeror's company, plus the Offeror's commitment to the services set forth in this RFP and/or government clients in general. The Offeror should:

- Summarize the organization structure and size of the company plus its date of organization and current principal place of business.
- Outline and briefly discuss the scope of services provided and the approximate percentage of the total business devoted to the type of services requested in this RFP.
- Describe the Offeror's local office experience with similar contracts, to include testifying on behalf of the jurisdiction, on-the-job in-service training and education for Medical and Correctional Staff of a Detention Center.
- Indicate whether the company has an organized practice addressing the requested scope of services, who formally heads that practice and where that person is located.
- Describe any local office(s) that will service Prince William County including size, services, area covered, and principal contact person.
- Present a plan that clearly explains how the Offeror will manage and control all proposed activities. The firm must explain how the management and administrative processes will ensure the appropriate levels of attention so that work is properly performed as proposed.
- Describe existing policies, procedures and written protocol to serve a similar contract.

The Offeror must also specify, in a similar manner with references, etc., the qualifications of any subcontractors to be used in this proposed contract.

The County reserves the right to make such additional investigations as it may deem necessary to establish the competency and financial stability of any Offeror. If, after the investigation, the evidence of competency and financial stability is not satisfactory, in the sole opinion of the County, the County reserves the right to reject the proposal.

4. References

This section of the Offeror's proposal should:

- List names, phone numbers, email addresses and mailing addresses of three physicians who will give information regarding your professional qualifications and experience. If this is the first such business arrangement the Offeror has attempted, the three references should come from other medical professionals who can speak to the professional competence and experience of the Offeror.

Each reference should indicate the scope of services provided to each referenced client.

5. Cost Proposal (Bound separately and submitted at interview stage.)

At the interview stage, the Offerors with the highest ranked technical proposals shall be requested to submit a written non-binding cost proposal. Information must be fully supported by data adequate to establish the reasonableness of the proposed rate. The Offeror should explain and provide details of any conditions that might increase or reduce the cost of the proposed services.

Provide the detailed basis for the proposed cost of these services, such as per hour cost or per employee cost. Costs must include all items such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost.

Best and final negotiated prices submitted shall be valid for a period of ninety (90) calendar days from the original due date of this RFP until such time a contract is signed, unless extended in writing.

The County is exempt from the payment of any Federal excise tax and Virginia sales tax. However, when under established trade practice, any Federal excise tax is included in the list price, the Offeror may quote the list price and shall show separately the amount of Federal tax, as a flat sum, which shall be deducted by the County.

II.9 Non-Discrimination Against Faith-Based Organizations

The Prince William County Government does not discriminate against faith-based organizations in procuring supplies and services.

II.10 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

SECTION III

SELECTION OF CONTRACTOR

This Section of the RFP outlines the County's process for selecting the best proposal plus the major elements of the subsequent contract resulting from this selection.

III.1 Approving Authority

The Approving Authority for this RFP is the Director of the Department of Social Services and the authority to approve the acquisition is contingent upon appropriation of funds for the total amount of the Contract within each fiscal year.

III.2 Selection Committee

For this RFP, the County will appoint a Selection Committee to review and evaluate all proposals received. In turn, the Selection Committee will make its recommendation for selection of a firm to the Approving Authority.

III.3 Basis for Award

The Selection Committee will base its recommendation on the "Evaluation Criteria" set forth in this RFP. The Committee shall conduct an evaluation based on information set forth in the proposal, past performance, and references of each firm.

Based on the results of the preliminary evaluation, the highest rated firm(s) may be invited by the County Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, workplan, and qualifications of the firm. This Committee will then conduct a final evaluation of the firms.

The award will be made to the responsible Offeror whose offer conforms to the solicitation and is most advantageous to the County, cost or price and other factors considered. For this solicitation, technical quality is more important than cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

III.4 Evaluation Criteria

The Committee will base the initial and final evaluation on the following criteria:

Maximum Points	Evaluation Criteria
50	Qualifications and Experience
20	Availability and Flexibility
20	Firm Experience and Capabilities
<u>10</u>	References
100	

Proposals should be submitted initially on the most complete and favorable terms from a technical standpoint. Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

The County Purchasing Manager may arrange for discussion with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the firm to perform the work. The Selection Committee and/or its representative(s) reserves the right to inspect the firm's physical premises prior to award to satisfy questions regarding the firm's capabilities.

After review and evaluation, and based on its sole discretion, the County reserves the right to reject any or all proposals received in response to this request and will not compensate Offerors for the cost of proposal preparation whether or not an award is consummated.

III.5 Prime Contractor

The selected Offeror will be required to assume full responsibility for the complete effort as required by this RFP whether work is performed by the Offeror or subcontractors. The selected Offeror is to be the sole point of contact with regard to all contractual responsibilities.

The County also reserves the right to contract with more than one firm for specific aspects of the RFP if that is in the County's best interest.

III.6 Contract Development

Once a firm is tentatively selected based on the "Evaluation Criteria", the County reserves the right to negotiate further with the selected firm. As a result of this contract discussion and negotiation, the County may propose a contract which amends the scope of the RFP or the firm's proposal prior to signing the contract. At the same time, this RFP and the firm's proposal may be incorporated by reference directly into the final contract.

The contract, this RFP, and the Offeror's proposal submission in response thereto shall constitute the whole agreement between the parties.

If a satisfactory contract cannot be negotiated with the highest ranked firm, negotiations will be formally terminated. Negotiations shall then be undertaken with the second most qualified firm and so on. The Selection Committee will make appropriate recommendations to the Approving Authority prior to actual award of the contract.

III.7 Contingency of the Contract Award

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by the Board of County Supervisors, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing will result in no award at this time.

III.8 Standard Contract for Services

Prince William County expects to enter into its "Standard Contract for Services" in a form substantially as attached hereto. All clauses in Attachment A, Section II are mandatory. The Contractor's review and acceptance of these terms shall be required as a condition of bid or proposal acceptance. Failure to accept these terms shall disqualify the bidder or offeror from further consideration.

The County will consider amendments proposed by offerors, other than for the modification or deletion of clauses in Attachment A, Section II. Proposed amendments to the "Standard Contract for Services" are to be highlighted and submitted as part of the offeror's bid or proposal. The County's review and acceptance of the proposed terms shall be a condition of contract award.

Offerors are reminded that the proposal will form the basis of the contract negotiations phase between the County and the selected firm. Accordingly, the proposal should be written in a concise, forthright manner, and respond in the manner described in Section II of the RFP. The County reserves the right to incorporate all statements and claims made in the proposal (to include any attachments) in the final contract.

III.9 Type of Contract

Prince William County expects to award a fixed price type of contract or a contract based on fixed rates with a set contract maximum for a specified period based on present assumptions.

III.10 Purchase Order

A Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter. It will form an integral part of the resulting contract. The Purchase Order indicates that sufficient funds are obligated and assures distribution of the necessary receiving reports and/or invoice payment approvals.

However, the Purchase Order does not supersede any provisions of the resulting contract. Performance time and dates are determined solely by the Contract and any modification thereto.

Services are not to begin until receipt of the Purchase Order by the firm and/or notification by the County Purchasing Manager to proceed.

III.11 Acceptance, Invoicing, and Payment

Tasks and all reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the products are approved as acceptable by Contract Administrator.

The firm shall submit invoices listing the services performed and completed to Contract Administrator. The invoice should cite the Purchase Order Number, Contract Number, and date of services or delivery of an end product.

The County will make payment to the firm, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of the requested services.

III.12 Insurance

The successful Offeror will be required to provide evidence of the minimum coverages described within the enclosed "Insurance Checklist". No contract shall be finalized and no work shall commence until the County's insurance requirements are met.

Each Offeror shall comply with the Insurance Requirements set forth in the following numbered paragraphs, plus the coverages and limits indicated on the "Insurance Checklist" at the end of this section of the Solicitation. Technical proposals must note any desired exceptions to the insurance coverage which may include the submission of proposed alternatives.

1. The firm shall be responsible for its work and every part thereof, and for all materials, equipment, and property of any and all description used in connection therewith. The firm assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission, or operation under the contract, or in connection in any way whatsoever with the contracted work.
2. The firm shall, during the continuance of all work under the contract provide and agree to maintain the following unless omitted from the attached "Insurance Checklist":
 - a. Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements, to protect the firm from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
 - b. General Liability insurance in the amount prescribed by the County, to protect the Contractor, its subcontractors, and the interest of the County, against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required. Completed Operations Liability coverage shall continue in force for one year after completion of work.
 - c. Automobile liability insurance, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy.
3. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
4. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
5. The Contractor will provide an original, signed Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Manager before a contract is executed and any work is started.

6. The Contractor will secure and maintain all insurance policies of its subcontractors which shall be made available to the County on demand.
7. The Contractor will provide, on demand, certified copies of all insurance coverage in relation to the Contract within ten (10) days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
8. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County Purchasing Manager. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished to the County Purchasing Manager.
9. Insurance coverage required in these specifications shall be in force throughout the Contract term. Should the Contractor fail to provide acceptable evidence of current insurance within five (5) days of written notice at any time during the Contract term, the County shall have the absolute right to terminate the Contract without any further obligation to the Contractor, and the Contractor shall be liable to the County for the entire additional cost of procuring the incomplete portion of the Contract at time of termination.
10. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities and obligations under this heading or under any other section or provisions of the Contract.
11. Contractual and other Liability insurance provided under the Contract shall not contain a supervision, inspection, or services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any person employed by the subcontractor.
12. Nothing contained herein shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
13. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
14. The Contractor and all subcontractors and sub-subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to the Contract.
15. If the Contractor does not meet the specifications of these insurance requirements, alternate insurance coverage, satisfactory to the Purchasing Manager, may be considered.
16. The County shall be named additional insured in the General Liability policies and stated so on the Certificate.

PRINCE WILLIAM COUNTY, VIRGINIA
INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm. See section titled Insurance. Contractor's Insurance Agent shall mark a "check" yes or no as to availability of insurance. *Note: If you answered "No" to any of the requirements, provide written explanation on a separate sheet.

COVERAGE		REQUIRED	LIMITS (FIGURE DENOTES MINIMUM)
Yes	No*		
—	—	X 1. Workers' Compensation and Employers' Liability;	1. Statutory Limits of the Commonwealth of VA:
—	—	X Admitted in Virginia	Yes
—	—	X Employers' Liability	\$1,000,000.00
—	—	X All States Endorsement	Statutory
—	—	USL&H Endorsement	Statutory
—	—	Voluntary Compensation	Statutory
—	—	X 2. General Liability	2. \$1,000,000.00 Combined
—	—	Products	Single Limit Bodily
—	—	Completed Operations	Injury and Property
—	—	X Contractual Liability	Damage Each Occurrence
—	—	X Personal Injury	
—	—	Independent Contractors	
—	—	XCU Prop. Damage Excl.	
—	—	X 3. Automobile Liability	3. \$1,000,000.00 Combined
—	—	X Owned, Hired, & Non-Owned	Single Limit Bodily
—	—	Motor Carrier Act End.	Injury and Property
—	—		Damage Each Occurrence
—	—	X 4. Prof. Errors and Omissions	4. \$1,000,000.00 Limit Each Occurrence
—	—	5. Garage Liability	
—	—	6. Garagekeepers' Legal Liability	
—	—	7. Fire Legal Liability	
—	—	X 8. Other Insurance: Medical Malpractice Liability/Professional Liability	8. \$2,000,000 Occurrence \$6,000,000 Aggregate
—	—	X 9. County named as additional insured on General Liability Policies (This coverage is primary to all other coverages the County may possess)	
—	—	X 10. 30 day cancellation notice required.	
—	—	X 11. Best's Guide Rating - A:VI or Better, or Equivalent	
—	—	X 12. The Certificate must state Bid/RFP No. and Bid/RFP Title	
—	—	13. Umbrella Liability	

OFFEROR AND INSURANCE AGENT STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

OFFEROR

INSURANCE AGENCY

SIGNATURE

SIGNATURE

ATTACHMENT A

S-A-M-P-L-E

STANDARD CONTRACT FOR SERVICES

CONTRACT:

SUBJECT: Medical Services at the Juvenile Detention Center

Between:

PRINCE WILLIAM COUNTY
1 COUNTY COMPLEX COURT (MC460)
PRINCE WILLIAM, VA 22192-9201

703-792-6770 METRO 631-1703 EXT 6770

and the Contractor:

This Contract is entered into this _____ day of _____, _____, by and between the Board of County Supervisors of Prince William County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with the Purchasing Regulations of Prince William County, which are incorporated herein by reference.

SECTION I

SPECIAL PROVISIONS

I.1 Definitions

"County" shall mean the Board of County Supervisors of Prince William County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter into Contracts.

"Using Department" for the purpose of this Contract shall mean _____,

"Contract Administrator" assigned to administer this Contract for the County is _____.

"Contractor" shall mean:

whose authorized representative is _____, _____ who is responsible for the performance obligation of the Contractor under this Contract.

I.2 Contract Period

The term for this Contract shall be for one year from date of July 1, 2011. The County shall have the option to extend the Contract for five (5) additional one year periods, contingent upon availability of funds for the purpose. The option to renew shall be exercised at the sole discretion of the County.

The County shall give the Contractor reasonable written notice of intent to renew prior to the expiration date of the current contract. In the absence of any notification to renew, the contract shall automatically terminate on the expiration date specified in the contract. Agreement to extend the contract term shall not be final until the contractor provides written acknowledgement of the extension.

I.3 Incorporation of Documents

The following documents are hereby incorporated by reference into this Contract:

1. Contractor's Proposal entitled _____ and dated _____.
2. County's Solicitation number RFP110035 title Medical Services at the Juvenile Detention Center and dated April 6, 2011.

In the event of an inconsistency between the above referenced documents the inconsistency shall be resolved by giving precedence to the following: _____. This Contract shall take precedence over all of the documents referenced above.

I.4 Provision of Services

The Contractor hereby agrees to provide the Medical Services at the Juvenile Juvenile Detention Centerservices to the County as described herein and further outlined in Attachment A, Scope of Work. This Scope of Work shall take precedence over the documents set forth in provision, Incorporation of Documents, in the event of inconsistency.

I.5 Contract Amount

In return for the services identified above, and subject to the "Non-Appropriation of Funds" clause herein, the County certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor the total amount of \$ _____ in accordance with such formula for payments as set forth in Attachment B.

I.6 Method of Payment

The Contractor shall submit invoices listing the services performed and completed as outlined in Attachment A. The invoice should cite the Purchase Order Number, Contract Number and date of services or delivery of an end product.

The County will make payment to the Contractor, net 30 days or in accordance with discount terms, if offered, after receipt of an acceptable invoice and satisfactory completion of each of the requested services as set forth in the payment schedule in Attachment B.

I.7 Time of the Essence and Completion

Time shall be of the essence to this Contract, except where it is herein specifically provided to the contrary.

I.8 Key Personnel

The Contractor shall assign to this Contract the following key personnel:

During the period of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. All substitutions are subject to the final approval of the County. The Contractor shall notify the _____ within 5 calendar days after the occurrence of any these events and provide the information required by the paragraph below.

The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the

_____. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The _____ will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

I.9 Inspection and Acceptance

All tasks and reports shall be conducted and completed in accordance with recognized and customarily accepted industry practices, and shall be considered complete when the deliverables are approved as acceptable by the Contract Administrator in writing. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of issuance of notification to correct the deficiencies and resubmit the report/deliverable. Failure to submit acceptable work within the 10 days shall constitute a breach of the contract for which the Contractor may be held in default.

I.10 Insurance

The Contractor shall maintain insurance, in an amount and a form set forth in RFP110035.

I.11 Hold Harmless

The Contractor hereby agrees to indemnify and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all injuries, damages and losses however or by whomever sustained, including cost of investigation, all reasonable attorneys fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, Subcontractors, employees and volunteers, in connection with work under this Contract.

It is understood and agreed that the Contractor is at all times herein acting as an independent Contractor.

SECTION II

GENERAL PROVISIONS

II.1 Assignability of Contract

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County.

II.2 Modifications or Changes to the Contract

All modifications and changes to the Contract shall be in writing.

The Head of the Using Department of this Contract, with the concurrence of the Purchasing Manager (except as otherwise provided by the Purchasing Regulations), shall, without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a "Change Order." Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that the Contractor shall not be excused from performance under the changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

The Contractor need not perform any work described in any change order unless it has received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

The Contractor shall make a demand for payment for completed changed work within 30 days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Manager requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

II.3 Employment Discrimination for Contracts over \$10,000

1. During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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.
- 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.

2. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every Subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

II.4 Drug-free Workplace to be Maintained by Contractor for Contracts over \$10,000.00

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 over \$10,000.00, so that the provisions will be binding upon each Subcontractor or Contractor.

For the purpose 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 this Contract.

II.5 Claims/Disputes

In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this contract. Section 2.2-4365, VA Code Ann., is not applicable to this Contract, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann.

Notice of the intent to submit a claim setting forth the basis for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Contract be filed after the submission of the request for Final Payment by the Contractor.

Claims by the Contractor with respect to this Contract shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination.

The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with a request for determination by the Board within thirty (30) days of the County Executive's decision. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the

claim in open meeting. The Board's procedure in considering claims under this Contract shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245 et seq., VA Code Ann. The decision of the Board shall be final.

Should any decision-maker designated under this procedure fail to make a decision within the time period specified, then the claim is deemed to have been denied by the decision-maker.

Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Contract.

In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with this procedure set forth in the provision shall be a precondition to the filing of any lawsuit by the Contractor against the Board of County Supervisors of Prince William County arising out of this Contract.

II.6 Termination for Convenience of the County

The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Executive of Prince William County shall determine that such termination is in the best interests of the County.

Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Executive or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

Upon receipt of such Notice, the Contractor shall:

1. Cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
2. Place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
3. Terminate all subcontracts except those made with respect to Contract performance not subject to the Notice;
4. Settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Manager of Prince William County; and
5. Use its best efforts to mitigate any damages which may be sustained by it as a consequence of termination under this clause.

After complying with the foregoing provisions, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of its termination, unless an extension is granted by the Purchasing Manager.

The Purchasing Manager, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original Contract price, reduced by any payments made prior to Notice of Termination and further reduced by the price of the supplies not delivered, or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Manager shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

1. With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- a. Cost of work performed or supplies delivered;
- b. The cost of settling and paying any reasonable claims as provided in subparagraph (4), above;
- c. A sum as profit on (a) determined by the Purchasing Manager to be fair and reasonable.

2. The total sum to be paid under (a) above shall not exceed the Contract price, as reduced by the amount of payments otherwise made, and as further reduced by the Contract price of work or supplies not provided.

In the event that the Contractor is not satisfied with any payments which the Purchasing Manager shall determine to be due under this clause, the Contractor may appeal any claim to the Board of County Supervisors in accordance with the "Claims/Disputes" clause of this Contract.

The Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

II.7 Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

II.8 Termination for Non-Appropriation of Funds

If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

II.9 Payments to Subcontractors

In the event that the Contractor utilizes a subcontractor for any portion of the work under this Contract, the Contractor hereby agrees to:

1. The Contractor shall take one (1) of the two (2) following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by a subcontractor under the Contract.
 - a. Pay a subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by that subcontractor under the Contract; or
 - b. Notify the agency and any subcontractors, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. The Contractor shall be obligated to pay interest to a subcontractor on all monies owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by a subcontractor under the Contract, except for amounts withheld under Subsection 1 b. of this section. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the provisions of this section may not be construed to be an obligation by the County. A contract modification may not be made for the purpose of providing reimbursement for any such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
3. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
4. The Contractor is hereby required to include in each of its subcontracts a provision requiring each subcontractor to otherwise be subject to the same payment and interest requirements set forth in subsection 2. and 3. of this section with respect to each lower-tier subcontractor.

II.10 Examination of Records

The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term "subcontract" as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public. The period of access provided herein for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this Contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

II.11 Ethics in Public Contracting

The Contractor hereby certifies that it has familiarized itself with Article 6 of Title 2.2 of the Virginia Public Procurement Act, Sections 2.2-4367 through 2.2-4377, VA Code Ann., and that all amounts received by it, pursuant to this Procurement, are proper and in accordance therewith.

II.12 Governing Law and Choice of Forum

This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

II.13 Immigration Reform and Control Act of 1986

The Contractor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986 which prohibits employment of illegal aliens. The Contractor agrees that its employment of any person without legal status may subject it to termination of this contract for default and agrees to include a similar provision in any subcontract.

II.14 Rider Clause

The contract may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms and conditions of the contract. The Contractor shall deal directly with public bodies utilizing the contract concerning issuance of purchase orders, contractual disputes, invoicing and payment. Prince William County Government acts only as the "Contracting Agent" for these public bodies.

It is the Contractor's responsibility to notify public bodies of the availability of the contract. Other public bodies desiring to use the contract shall make their own legal determination as to whether the use of the contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statute, ordinances, and regulations, to the extent that they do not conflict with the contract's terms and conditions.

Prince William County shall not be held liable for any costs or damages incurred by other public bodies as a result of any contract extended to other public bodies by the Contractor.

II.15 Integration

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

BOARD OF COUNTY SUPERVISORS OF
PRINCE WILLIAM COUNTY, VIRGINIA

CONTRACTOR

CONTRACTOR NAME

County Representative

Contractor Representative

Title

Title

ATTEST:

Purchasing Manager

APPROVED AS TO FORM COUNTY ATTORNEY'S OFFICE

Date: _____