



**ROCKBRIDGE REGIONAL JAIL  
REQUEST FOR PROPOSAL  
#2024-06-12**

**ROCKBRIDGE AREA REGIONAL JAIL COMMISSION  
REQUEST FOR QUALIFICATIONS NUMBER 2024-06-12  
FOR THE PROVISION OF LEGAL SERVICES**

**ISSUING DATE: June 12, 2024**

**CLOSING DATE: July 12, 2024, 3:00 p.m. \***

The Rockbridge Area Regional Jail Commission (the "RARJC") is requesting qualifications and proposals from qualified individuals and/or firms who wish to be considered for providing professional legal services on an "as needed" basis to the RARJC. Sealed proposals will be accepted until, and no later than Friday, July 19, 2024 at 3:00 p.m. Eastern Standard Time.

\* Any questions or clarifications by the proposer shall be submitted in writing no later than July 12, 2024 at 3:00 p.m. Answers shall be provided by written Addendum in the same manner as the RFP was originally published/advertised.

**1.0 GENERAL INFORMATION**

The RARJC desires to establish a general legal services contract specifically between the RARJC and a selected individual or firm. Any proposer must be duly licensed to practice law in the Commonwealth of Virginia, and, if a firm, shall provide evidence of its ability to transact business in the Commonwealth. A minimum of three (3) years of prior experience in representing local government is preferred.

**2.0 SCOPE OF SERVICES REQUESTED**

2.1 Legal services to the RARJC may include the provision of legal representation and counsel for the RARJC, including:

- A. Provide review, advice and document preparation associated with amending agreement(s) between the RARJC and outside agencies for operations, use, support, liabilities, cost sharing and other matters pertinent to the regional effort. Services in this phase shall include the provision of all such legal advice, representation, and documentation to the RARJC and the RARJC member jurisdictions through their designated counsel.
- B. Appearances, as needed, at various meetings, hearings, and other gatherings for presentations related to the RARJC.

- C. Review and/or drafting of resolutions and other legal documents related to the actions of the RARJC.
- D. Provide legal services and preparation of documents to the RARJC, as needed, on legal matters related to the RARJC's duties and responsibilities, such as compliance with federal, state and local laws and regulations, and establishing policies for its operations.
- E. Provide general legal services and preparation of documents to the RARJC, as needed, in the following legal areas: employment, workers' compensation, environmental, public finance, public procurement, FOIA, HIPAA, provision of medical services and others as needed.

2.2 Billing: Invoices for legal services must be received within forty-five (45) days of the last day of the month in which the service was provided. At a minimum, the Provider's monthly invoice must contain the following information: legal name of the Provider and all contact information; the applicable services provided; and specific service dates.

2.3 The Provider may be requested from time to time to provide cost estimates or quotes for specific projects.

### **3.0 CONTACT PERSONS**

Questions regarding this Request for Qualifications ("RFQ") or the evaluation process should be directed to:

Derek Almarode – Superintendent  
Rockbridge Regional Jail  
258 Greenhouse  
Road Lexington, VA  
24450  
[dalmarode@rockbridgeregionaljailva.us](mailto:dalmarode@rockbridgeregionaljailva.us)

### **4.0 PROPOSAL SUBMISSION**

Submittals shall be prepared simply and economically, presenting a concise description of the proposer's capabilities and qualifications to satisfy the requirements of this RFQ and any relevant local government experience. The submittals shall include:

4.1 One (1) original and one (1) exact copy of each proposal, along with an electronic version (CD, USB flash drive, etc.) must be submitted to: Derek Almarode, Superintendent,

Rockbridge Regional Jail, 258 Greenhouse Road, Lexington VA 24450, in a sealed envelope or package and must be marked: **SEALED PROPOSAL NUMBER 2024-06-12 – RRJC LEGAL SERVICES**. Proposals must be received no later than 3:00 p.m. EST, on Friday, July 19, 2024.

4.2 Proposer's name and address shall be clearly marked on the outside of the sealed proposal envelope.

4.3 Neither the RARJC nor its member localities of Rockbridge County, the City of Lexington and the City of Buena Vista, will be responsible for any cost incurred by any proposer who chooses to submit a proposal.

4.4 No proposals will be accepted or considered after the proposal closing date and time. The date of postmark will not be considered.

4. Proposals may be withdrawn by written request from the proposer prior to the proposal closing date.

## **5.0 CONTRACTUAL CONDITIONS**

The RARJC desires to establish a term contract with the selected firm, on an annual basis. The contract shall be in substantially the form of the Professional Services Contract attached as Exhibit A. The annual term will coincide with the date of the initial annual terms. At least 30 days prior to the renewal date of each annual period, either the RARJC or the contracted firm should contact the other party with any desired changes in existing agreed upon terms, conditions, costs, etc. Either party may terminate their existing contract upon 30 days written notice to the other.

## **6.0 GENERAL CONDITIONS**

6.1 It is the responsibility of the proposer to inquire about and clarify any requirements of this RFQ that are not understood.

6.2 Any interpretation relative to interpretation of these specifications shall be requested in writing at least five (5) working days prior to the date set for the opening of proposals.

6.3 Any interpretation made to a prospective proposer will be expressed in the form of an addendum to the specifications that will be sent to all known prospective proposers no later than three (3) working days before the date set for opening of proposals. Oral answers will not be authoritative.

6.4 No protests regarding the validity or appropriateness of the specifications or of the Request for Qualifications will be considered unless the protest is filed in writing with the RARJC Superintendent prior to the closing date for proposals.

6.5 The RARJC reserves the right to reject any and/or all proposals received and to waive informalities in the proposal process.

6.6 During the performance of the resulting contract, the Provider agrees as follows:

- A. The provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider 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 Provider will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- E. The Provider does not, and shall not, during the performance of the resulting contract for services, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. The Provider agrees to (i) provide a drug-free workplace for the Provider'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 Provider'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 Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over

\$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 -- 2.2-4377, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- G. The resulting contract may not be assignable by the Provider, in whole or in part, without the written consent of the RARJC.
- H. By submitting a proposal, all proposers certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or subcontractor in connection with their proposal; and that they have not conferred upon any public employee having official responsibility a subscription, advance, deposit of money, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

#### 6.7 Termination for Convenience

The resulting Contract for services may be terminated in accordance with Article 12 of the Contract.

### **7.0 INSURANCE REQUIREMENTS**

The successful proposer shall provide evidence of professional, general, auto liability insurance coverage commensurate with the scope of services proposed, but in any event, with minimum coverage as specified in Exhibit A.

### **8.0 PROPOSAL SELECTION PROCESS**

#### 8.1 Proposal Review

The Personnel Committee, on behalf of the RARJC, will review all proposals received and select qualified firms to be interviewed.

#### 8.2 Oral Presentation/Interviews

The Personnel Committee shall endeavor to engage in individual discussions with two (2) or more proposers deemed fully qualified, responsible, and suitable based

on initial responses and with emphasis on professional competence to provide the required services. Repetitive informal interviews may occur. The proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the scope of services requested, as well as alternative concepts, if any. At this discussion stage, the Personnel Committee may discuss nonbinding estimates of price or rates for services.

### 8.3 Evaluation Phase

At the conclusion of the discussions and interviews, the Personnel Committee will select in the order of preference two or more proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the proposer ranked first. Negotiations may also include, at no additional cost to the RARJC, an oral presentation of the proposal to the Personnel Committee and/or the RARJC, and may include submission of additional or clarifying written information. If a contract that is satisfactory and advantageous with the top ranked proposer can be negotiated at a price considered fair and reasonable, the Personnel Committee shall recommend the proposer to the RARJC for consideration. Otherwise, negotiations with the proposer ranked first shall be formally terminated and negotiations conducted with the proposer ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price.

The RARJC reserves the right to award more than one contract, if it determines that qualifications of the proposers warrant separate contracts for specified legal services.

Should the Personnel Committee determine in its sole discretion, with subsequent approval by the RARJC, that only one proposer is fully qualified, or that one proposer is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that proposer.

## 9.0 PROPOSAL CONTENT

9.1 Proposers should address, but need not be limited to, all performance requirements listed herein, with a written proposal and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

- A. Proposer name, address, and telephone number.
- B. Provide a brief description of your firm, including number of employees and primary officers or partners.

- C. Identify the attorney(s) who are being proposed to provide the requested legal services and provide information about their background including education and legal experience.
- D. Provide information regarding your firm's, and specifically the identified attorney's, experience in local government legal issues and, in particular, employment law, contract law, and other relevant experience applicable to Section 2, subsection E found on page 1.
- E. Please provide evidence or a statement of your firm's relevant liability insurance coverage.
- F. Proposed fee schedule.
- G. Please provide a minimum of two (2) references.

9.2 Provide a statement acknowledging your opportunity prior to submitting the proposal, to raise any questions which you might have had about the requirements of this RFQ.

9.3 Trade secrets or proprietary information submitted by the proposer in connection with the procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the proposer must invoke the protections of this section prior to or upon submission of the data and/or other materials included in this proposal and must identify the data or other materials to be protected and state the reasons why protection is necessary.

9.4 All proposals shall be signed in ink by an authorized principal of the firm. The firm shall state that it is authorized to do business within the Commonwealth of Virginia.

9.5 Any other information that you may deem relevant in consideration of your firm.



## 10.0 PROPOSAL EVALUATION

Criteria used for evaluating proposals will include:

Percentage Allocated:

- |    |  |     |
|----|--|-----|
| A. | Experience and background of firm.   | 10% |
| B. | Background and experience of primary attorney(s) to represent the RARJC.                 | 20% |
| C. | Flexibility of firm to adapt as necessary to meet the RARJC's needs.                     | 10% |
| D. | Ability to meet anticipated timelines for RARJC.   | 15% |
| E. | Fee Schedule.  | 15% |
| F. | Proximity to the RARJC (local or out of area)  | 10% |
| G. | Quality of references (minimum of two) and similarity to RARJC in type of work required. | 10% |
| H. | Communication abilities.   | 10% |

## EXHIBIT A

### Professional Services Agreement

THIS PROFESSIONAL SERVICES AGREEMENT, dated as of this day of \_\_\_\_\_, 2024, by and between the ROCKBRIDGE AREA REGIONAL JAIL COMMISSION, hereinafter referred to as the "RARJC", and \_\_\_\_\_ hereinafter referred to as \_\_\_\_\_ or "CONSULTANT".

### WITNESSETH

Whereas, the RARJC has solicited proposals \_\_\_\_\_; and,

Whereas, \_\_\_\_\_ was the proposer selected by a review team a most qualified provider for the requested services; and,

Whereas, the RARJC and CONSULTANT hereby mutually agree that they shall be bound by this agreement and the specifications, terms and conditions which are attached hereto and incorporated herein.

Now, therefore, in consideration of te mutual covenants contained herein, the RARJC Consultant mutually agree as follows:

## **THE CONTRACT DOCUMENTS**

The Consultant shall complete the Work/Services described in the Contract Documents. The Contract Documents represent the entire and integrated agreement between the parties hereto. The Contract Documents are enumerated as follows:

1. This Agreement signed by the RARJC and the Consultant; the RARJC, referred to by reference.
2. the Request for Proposals (the "RFP") [Attachment A]
3. Certificate of Insurance [Attachment B]
4. Consultant's Proposal (the "Proposal") [Attachment C]
5. Negotiated Fee Schedule (Attachment D)
6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - (i) Amendments to this Agreement

In the event of a conflict between or among the provisions of this Agreement and the provisions of the documents incorporated into this Agreement as attachments, the provisions of this Agreement shall take precedence. In the event of a conflict between the provisions of the attachments, the conflict shall be resolved by reference to the attachments in the order specified above.

**§1.2** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CONSULTANT. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

## **ARTICLE 2 DATE OF COMMENCEMENT AND COMPLETION**

The date of commencement of the Work shall be no later than \_\_\_\_\_. The Work shall be substantially completed according to timelines established by the RARJC and by operation of law, subject to adjustment as provided in Article 9, and shall proceed substantially in accordance with the schedule outlined in the Proposal (page \_\_\_\_).

## **ARTICLE 3 CONTRACT SUM**

**§3.1** The CONSULTANT will be paid in accordance with a Negotiated Fee Schedule.

**§3.2** The Negotiated Fee Schedule shall include all items, equipment and services nec-

essary for the proper execution and completion of the Work. The Negotiated Fee Schedule shall be attached hereto as Attachment D and made part of this Contract

#### **ARTICLE 4 SCOPE OF WORK**

The term “Work” or “Services” means the services required by the Contract Documents, and includes all of the deliverables, expertise, labor, materials, equipment and other services provided, or to be provided, by the CONSULTANT to fulfill the CONSULTANT’s obligations. The “Work” or “Services” shall include all work as specified in Sec 2.1 in the RFP of the Request for Proposals (Attachment A) and in Sec 9.2 D of the CONSULTANT’s Proposal (Attachment C).

#### **ARTICLE 5 PAYMENT**

**§5.1** Based on CONSULTANT’s Application for Payment approved by the RARJC’s Representative, the RARJC shall pay the CONSULTANT as follows:

Application for Payment, upon final completion of the Work, must be submitted on or before the first business day of any month to ensure payment within 30 days of submittal; in the event the Application for Payment is received after the first business day of the month, payment by the RARJC will not be due and payable for a period of 45 days.

#### **ARTICLE 6**

Such application for Payment shall be supported by data substantiating the Consultant’s right to payment as the RARJC may reasonably require. The Consultant warrants that title to all Work covered by an Application for Payment will pass to the RARJC, and that all Work is free and clear of liens, claims, security interests or other interests or encumbrances adverse to the RARJC’s interests, no later than the time of payment.

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at 6% per annum.

#### **INSURANCE**

**§6.1** The Consultant shall, at its sole expense, obtain and maintain during the life of the Agreement the general liability and other insurance policies and/or coverages as follows:

## CONSULTANT'S Comprehensive General Liability

Bodily Injury	\$1,000,000 per occurrence \$2,000,000 aggregate, if any
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Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate, if any
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## Comprehensive Automobile Liability Insurance

Bodily Injury	\$1,000,000 per person \$2,000,000 per accident
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Property Damage	\$1,000,000 per occurrence \$2,000,000 aggregate, if any
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Fire and Casualty	Replacement Cost
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Professional Liability	\$2,000,000 per claim \$2,000,000 aggregate, if any
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Consultant shall provide to the RARJC a Certificate of Insurance from a carrier(s) acceptable to the RARJC, evidencing the coverage in the minimum limits set forth above, or equivalent coverage such as through Umbrella Liability coverage, said Certificate to be attached hereto as Exhibit B and incorporated herein by reference. In addition, the CONSULTANT will provide a separate endorsement (1) naming the RARJC as an additional insured for the Commercial General Liability and Automobile Liability Policies, which shall include owned, non-owned and hired car coverage; and (2) assurance that the insurer will provide the RARJC thirty (30) days' notice of policy cancellation [10 days for non-payment].

**§6.2** If the CONSULTANT's insurance is issued on a "claims made" basis, the CONSULTANT must comply with the following additional conditions. The limits of liability as described previously in these provisions shall remain the same. The CONSULTANT must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment under this Agreement for all policies. This certificate shall evidence a "retroactive date" no later than the commencement of the CONSULTANT's work under this Agreement, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Agreement and evidence the purchase of this extended

reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

**§6.3** Unless specifically precluded by the RARJC's property insurance policy, the RARJC and CONSULTANT waive all rights against (1) each other and any of their contractors, subcontractors, suppliers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

**§6.4** CONSULTANT will be responsible for insuring its equipment or other property against damage or loss from any cause whatsoever.

## **ARTICLE 7 RARJC**

### **§7.1 RARJC COMMITMENTS**

The RARJC will ensure that staff is available for interviews, meetings, information gathering, and training to allow the CONSULTANT to meet its obligations under this Agreement.

### **§7.2 RARJC'S RIGHT TO STOP THE WORK**

If the CONSULTANT fails to correct Work which is not in accordance with the Contract Documents, the RARJC may direct the CONSULTANT in writing to stop the Work until the correction is made.

### **§7.3 RARJC'S RIGHT TO CARRY OUT THE WORK**

If the CONSULTANT defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the RARJC to commence and continue correction of such default or neglect with diligence and promptness, the RARJC may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the CONSULTANT.

## **ARTICLE 8 CONSULTANT**

### **§8.1 REVIEW OF CONTRACT DOCUMENTS AND CONDITIONS BY CONSULTANT**

**§8.1.1** Execution of the Agreement by the CONSULTANT is a representation that the CONSULTANT has become familiar with local conditions under which the Work is to be per-

formed and correlated personal observations with requirements of the Contract Documents.

**§8.1.2** The CONSULTANT shall carefully study and compare the Contract Documents with each other and with information furnished by the RARJC. Before commencing activities, the CONSULTANT shall (1) carefully compare this and other information known to the CONSULTANT with the Contract Documents; and (2) promptly report errors, inconsistencies or omissions discovered to the RARJC.

## **§8.2 LABOR AND MATERIALS**

**§8.2.1** Unless otherwise provided in the Contract Documents, the CONSULTANT shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution of the Work.

**§8.2.2** The CONSULTANT shall enforce strict discipline and good order among the CONSULTANT's employees and other persons carrying out the Work. The CONSULTANT shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§8.2.3 CONSULTANT** shall perform all Work and Services: (i) expeditiously, in a professional and workmanlike manner, in compliance with the Contract Documents and consistent with the orderly progress of the project; (ii) in accordance with the standard of care and skill existing as of the date such Work and Services are provided; and (iii) in accordance with all applicable laws, codes and regulations in effect at the time the Work and Services are complete.

## **§8.3 TAXES**

The CONSULTANT shall pay sales, consumer, use and similar taxes that are legally required when the Agreement is executed.

## **§8.4 INDEMNIFICATION**

To the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the RRJC and its officers, agents or employees from and against all Losses (herein defined as liability, claims, actions, causes of action, suits, damages, losses, judgments, costs and expenses, including but not limited to reasonable attorneys' fees), for bodily injury, sickness, disease or death, or for injury to or destruction of property, arising out of or resulting from performance of the Work or Services under this Agreement, but only to the extent caused by the intentional or negligent acts, errors or omissions of the CONSULTANT, its employees, subcontractors, anyone directly or indirectly employed

by them or anyone for whose acts they may be liable, regardless of whether or not such Losses may be caused in part by a party indemnified hereunder.

## **ARTICLE 9 CHANGES IN THE WORK**

**§9.1** Except as specifically provided, this Agreement may be amended or modified only in writing, by amendment or modification, agreed to by the RARJC and the CONSULTANT.

**§9.2** The RARJC's Representative will have authority to authorize minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such direction shall be in writing and shall be binding on the RARJC and CONSULTANT. The CONSULTANT shall carry out such directions.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

The CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract Documents. The CONSULTANT shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the materials and equipment to be incorporated therein, and other persons or property at the sites or adjacent thereto. The CONSULTANT shall promptly remedy damage and loss to property caused in whole or in part by the CONSULTANT, or by anyone for whose acts the CONSULTANT may be liable.

## **ARTICLE 11 CORRECTION OF WORK**

**§11.1** The CONSULTANT shall promptly correct Work rejected by the RARJC's Representative as failing to conform to the requirements of the Contract Documents. The CONSULTANT shall bear the cost of correcting such rejected Work.

**§11.2** In addition to the CONSULTANT's other obligations including warranties under the Agreement, the CONSULTANT shall, for a period of one year after substantial completion, correct work not conforming to the requirements of the Contract Documents.

**§11.3** If the Consultant fails to correct nonconforming Work within a reasonable time, the RARJC may correct it in accordance with Article 7.



## **ARTICLE 12 TERMINATION OF THE AGREEMENT**

### **§12.1 TERMINATION BY THE CONSULTANT**

If the RARJC's Representative fails to authorize payment for a period of 45 days through no fault of the Consultant, or if the RARJC fails to make payment as provided in Article 4 for a period of 45 days. Consultant may, upon seven additional days' written notice to the RARJC and RARJC's Representative, terminate the Agreement and recover from the RARJC payment for Work executed and costs incurred by reason of such termination.

### **§12.2 TERMINATION BY THE RARJC FOR CAUSE**

**§12.2.1** The RARJC may terminate the Agreement if the CONSULTANT.

1. persistently disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction; or
2. is otherwise guilty of substantial breach of a provision of the Contract Documents.

**§12.2.2** When any of the above reasons exist, the RARJC's Representative may, without prejudice to any other rights or remedies of the RARJC and after giving the CONSULTANT and the CONSULTANT's surety, if any, seven days' written notice, terminate services of the CONSULTANT and may finish the Work by whatever reasonable method the RARJC may deem expedient.

**§12.2.3** When the RARJC terminates the Agreement for one of the reasons stated in Section 12.2.1, the CONSULTANT shall not be entitled to receive further payment until the Work is finished.

**§12.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the CONSULTANT. If such costs exceed the unpaid balance, the CONSULTANT shall pay the difference to the RARJC. This obligation for payment shall survive termination of the Agreement.

### **§12.3 TERMINATION BY THE RARJC FOR CONVENIENCE**

The RARJC may, at any time, terminate the Agreement for the RARJC's convenience and without cause with thirty (30) days written notice. The CONSULTANT shall be entitled to receive payment for Work executed and substantiated direct costs incurred by reason of such termination.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§13.1 ASSIGNMENT OF AGREEMENT**

Neither party to the Agreement shall assign the Agreement as a whole or in part without written consent of the other.

### **§13.2 GOVERNING LAW**

The Agreement shall be governed by the laws of the Commonwealth of Virginia.

### **§13.3 NON-DISCRIMINATION**

During the performance of this Agreement, the CONSULTANT, for itself, its successors and assigns, agrees to comply with the employment non-discrimination provisions of state and federal law, as follows:

**§13.3.1** The CONSULTANT 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 CONSULTANT. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

**§13.3.2** The CONSULTANT, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT will state that the CONSULTANT is an Equal Opportunity Employer.

**§13.3.3** Notices, advertisements and solicitations placed in accordance with federal laws, rules or regulations shall be deemed sufficient for the purpose of meeting the requirements of this section.

### **§13.4 DRUG FREE WORKPLACE**

During the performance of this Agreement, for itself, its successors and assigns, the CONSULTANT agrees to (i) provide a drug-free workplace for CONSULTANT'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 CONSULTANT's workplace and specifying the actions that will be taken against em-

employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT that CONSULTANT maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

### **§13.5 ILLEGAL ALIENS**

In accordance with the Code of Virginia, Section 2.2-4311.1, CONSULTANT hereby agrees that it does not and shall not, during the performance of this Agreement, knowingly employ unauthorized alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986

### **§13.6 ETHICS IN PUBLIC CONTRACTING**

This Agreement incorporates by reference any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia State and Local Government Conflict of Interests 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 CONSULTANT certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other proposer, supplier, manufacturer, or sub-proposer and that it has not conferred on any public employee having official responsibility for this purchase 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.

## **ARTICLE 14 OTHER TERMS AND CONDITIONS**

**§14.1** The RARJC’s Representative under this Agreement will be Derek Almarode, the Superintendent of RARJC.

**§14.2** This agreement may be executed in multiple counterparts, with each having the effect of an original.

This agreement is executed on behalf of the RARJC by its Superintendent pursuant to approval by the RARJC on \_\_\_\_\_.

This Agreement will be effective as of \_\_\_\_\_ (which is the Effective Date of the Agreement).

WITNESS the following signatures and seals:

RARJC

CONSULTANT

\_\_\_\_\_  
*Derek T. Almarode, Superintendent, RARJC*

Rockbridge Regional Jail  
258 Greenhouse Road  
Lexington, Virginia 24450

Contact Representative:  
Derek T. Almarode  
Superintendent

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