

**VIRGINIA PENINSULA REGIONAL JAIL  
WILLIAMSBURG, VIRGINIA  
757-820-3915**

**Date: Wednesday, January 16, 2019**



**Request for Proposals #2019-01**

**INMATE TELEPHONE/TABLET/VIDEO VISITATION SERVICES**

**DUE DATE: Friday, February 15, 2019**

**Time: 1:00pm, Est.**

Receipt Location: Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

**Pre-Proposal Conference – Mandatory**

**Date: January 23, 2019**

Time: 10:00am, Est.

Location: Virginia Peninsula Regional Jail

**Question & Answer Deadline Submission**

**Due Date: January 30, 2019**

**Time: 1:00pm, Est.**

**All questions pertaining to this RFP are to be submitted in writing to the email address below.**

Lt. Colonel Roy C. Witham, Assistant Superintendent  
Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Office: 757-820-3904 Fax: 757-887-1849  
Email: rwitham@vprj.net

**Virginia Peninsula Regional Jail**  
**Serving the City of Williamsburg, City of Poquoson, James City County, and York County,**  
**Virginia**

## **Request for Proposals**

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RFP No.: 2019-01

Issue Date: January 16, 2019

Title: Inmate Telephone System

Location: 9320 Merrimac Trail Williamsburg, Virginia 23185

The Virginia Peninsula Regional Jail is requesting proposals from interested firms to provide the Inmate Telephone System for the inmates at the Jail. The Jail currently holds approximately 500+ inmates and serves the City of Williamsburg, the City of Poquoson, James City County, and York County, Virginia. The Jail is located in James City County. The contract may be for a term of three (3) years starting April 1, 2019, with the option to renew for three (3) additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Friday, February 15, 2019, at which time they will be opened in the Procurement Department, Virginia Peninsula Regional Jail, 9320 Merrimac Trail, Williamsburg, Virginia 23185. Proposals received after 1:00 p.m. on Friday, February 15, 2019, will not be considered. Proposal number and closing date must be printed on the outside of the envelope.

The Virginia Peninsula Regional Jail has determined to issue a Request for Proposals for the Inmate Telephone System contract as opposed to an Invitation to Bid due to the fact that the Jail felt that it was not practicable or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract and therefore the quality of the services is the most important factor, and the fact that the proposers may propose different ways to provide the services requested.

An original and three (3) copies of the proposal shall be submitted in bound printed format. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy will be provided via flash drive or similar device. Proposal number and closing date must be printed on the outside of the sealed envelope.

Where to submit Proposals:

Virginia Peninsula Regional Jail  
Attn: Lieutenant Colonel Roy Witham  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Email: [rwitham@vprj.net](mailto:rwitham@vprj.net)  
Office 757-820-3904

Requests for information relating to the Request for Proposals may be obtained by contacting:

**RFP NO. : 2019-01**  
**Schedule**

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1. Post RFP eVA and Website - January 16, 2019
2. Mandatory Pre-Proposal Conference at 10:00 AM & Account Manager shall be Present. - January 23, 2019
3. Q & A Deadline Submission due at 1:00pm - January 30, 2019
4. RFP response due at 1:00 p.m. - February 15, 2019
5. Evaluation by Committee - February 18 – March 01
6. Negotiations - March 04 – March 08
6. Notify contractor of selection - March 18, 2019
7. Initial contract period - April 1, 2019 - 2022

**REQUEST FOR PROPOSALS  
COMMISSARY SERVICE  
RFP 2019-01**

**I. RFP REQUIREMENTS AND INFORMATION**

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Assistant Superintendent Lt. Colonel Roy Witham, Virginia Peninsula Regional Jail, 9320 Merrimac Trail Williamsburg, Virginia 23185 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Proposers need to submit their Federal Identification Number in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The proposer's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

Proposals must be in a sealed envelope and marked "RFP 2019-01, "Inmate Telephone System for Virginia Peninsula Regional Jail"

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

A Mandatory Pre-Proposal Conference and tour of facility will be held on January 23, 2019 at Virginia Peninsula Regional Jail, 9320 Merrimac Trail, Williamsburg, Virginia 23185. Contractor will find all terms and conditions under the RFP 2019-01 on the Procurement Tab on our website at [www.vprj.net](http://www.vprj.net). While the RFP will be posted on eVA, any questions and answers, updates, or addendums will be posted on our website under the Open RFP 2019-01. Any question submitted will be answered on our webpage under the Q&A file.

The contractor will be responsible for all requirements and successful performance of this contract.

**A. PURPOSE**

Virginia Peninsula Regional Jail is hereby soliciting competitive sealed proposals from qualified firms to provide specific services described as Inmate Telephone System for the inmate population of the Virginia Peninsula Regional Jail including compliance with all terms and conditions described in this document.

**B. INQUIRIES**

Any explanation desired by a proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, Wednesday, January 23, 2019 to the Virginia Peninsula Regional Jail Assistant Superintendent listed below and clearly marked "Questions for Inmate Telephone System for Virginia Peninsula Regional Jail." Questions may be sent via email to:

Lieutenant Colonel Roy Witham  
Assistant Superintendent, Virginia Peninsula Regional Jail  
rwitham@vprj.net  
757-820-3904

No questions will be answered over the phone. All questions must be submitted via email.

**C. MANDATORY PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference has been scheduled for this RFP. The purpose of the mandatory pre-proposal conference is to provide an opportunity for proposers to raise questions and verify any of the proposal requirements. The pre-proposal conference will be held:

Date/Time: 10:00AM, January 23, 2019  
Location: Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

An overview and brief tour of pertinent parts of the facility will be provided at the time of the mandatory pre-proposal conference.

**D. CONTRACT PERIOD**

This contract may be for a term of three (3) years, starting on April 1, 2019. This agreement will be available for renewal for three (3) additional one-year terms unless either party gives written notice of termination at least ninety (90) days before the end of the original term. If Virginia Peninsula Regional Jail selects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full three (3) year term of the contract.

**E. CONTRACT ADMINISTRATION**

The Virginia Peninsula Regional Jail will administer the contract. The winning offeror will remit payment of the minimum annual guarantee commission on a quarterly basis. The first quarterly payment will be made at contract endorsement to pre-pay the initial quarter. All other quarterly payments shall be made every three months thereafter as pre-payments to the subsequent quarter.

**F. PRIME CONTRACTOR RESPONSIBILITIES**

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, VPRJ will consider the contractor to be the sole point of contact with regard to contractual matters. If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of work to be subcontracted. VPRJ reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable. Full back-ground checks including DMV reports will be run for any person accessing the Jail. Also any individual accessing the jail will be required to participate in a one-time orientation to include rules, responsibilities, and PREA policies for the Jail.

**G. REJECTIONS OF PROPOSALS**

Virginia Peninsula Regional Jail reserves the right to reject any or all proposals, wholly or in part. Virginia Peninsula Regional Jail reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of Virginia Peninsula Regional Jail.

**H. PROPOSAL EVALUATION**

1. Virginia Peninsula Regional Jail will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.
2. The extent to which the proposal meets the requirements of the RFP.
3. The amount of the annual prepayment of commissions.
4. The demonstrated ability of the proposer to provide the required services to VPRJ.
5. The quality of performance of previous contracts.
6. The financial resources of the proposer to perform the contract services.
7. Percentage of payment to the Jail and/or minimum annual guarantee ("MAG").

8. The rates to be charged to the inmates for local, long-distance, and other calls. There will be no charge for the ordering of commissary items via the phone provider.

## **II. GENERAL INFORMATION**

Firms responding to this RFP must have a proven and verifiable record of providing correctional telephone and tablet services with a comparable size agency and scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP and under the forms tab on VPRJ's website. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

A contract will be awarded to a single contractor as a result of this proposal. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract. One or more proposers, not to exceed 3, may be invited back for a "Best and Final Offer" opportunity

This RFP does not commit Virginia Peninsula Regional Jail to award a contract. Virginia Peninsula Regional Jail reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of the Jail, revisions or amendments will require substantive changes in proposals, the due date may be extended.

## **III. PROPOSAL FORMAT**

Proposals shall be in the format described below and must include the following:

### **A. Section One - General Information about the Contractor**

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

1. Letter of Transmittal

Prepare a brief letter which provides the following information:

- a) Name and address of the Offeror
- b) Name, title and telephone number of the contact person for the Offeror.
- c) A statement that the proposal is in response to the ITTS RFP 2019-01.
- d) A statement acknowledging and accepting the terms and conditions of this ITTS RFP 2019-01.

e) The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.

2. Executive Summary

Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.

3. Offeror's Organization and Staffing

This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.

4. Documented Experience

The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to operate an inmate telephone system as described in the Inmate Telephone System RFP.

**B. Section Two - Current and Previous Contracts**

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section Two shall include:

1. Current Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror is providing an Inmate Telephone System and the length of time that each contract has been in effect. This information must be submitted on the Client Reference in Attachment C.

2. Previous Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror has terminated Inmate Telephone System, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.

3. Legal Action

Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.

4. Audited Financial Statements

Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.

**C. Section Three - Offeror's Work Plan**

Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

1. Offeror's Work Plan

Describe in detail:

a) Actions the Offeror will take to start up and provide ongoing ITTS for VPRJ. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Inmate Telephone System.

b) Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding inmate telephone related issues. In addition, the proposer shall identify the schedule of weekly visits to fix any deficiencies or the full time person who will be assign to this location.

**D. Section Four - Offeror's Products and Pricing**

Describe your billing and collection process based on the following criteria:

1. How are calls billed and who is your billing company?
2. Explain the billing process for collecting, rating, sorting, distributing, and billing of calls.
3. What types of payment options are available to the called party?
4. Please disclose all fees associated with establishing debit and pre-paid accounts (ex: transaction fee, refund fee, etc.).
5. Please detail the process for obtaining a refund for any remaining or available balances on a debit and/or pre-paid accounts.
6. Please specify the timeframe it takes for a debit and/or prepaid account to become dormant.
7. Please describe what happens when a debit and/or prepaid account becomes dormant.
8. Please indicate whether Offeror offers a direct bill option.
9. Please describe Offeror's policy when the remaining balances on a debit and pre-paid is not sufficient to make a 1 minute call.
10. Inmates will not be charged when brought to the Booking area for processing into the Jail.

11. VPRJ uses Lock-Down inmate accounting software. The proposer must state that the proposer's software will interface with Lock-Down and/or assume the cost for the interface.

**E. Section Five - Exceptions and Deviations**

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non-compliance. If there are provisions of the RFP that the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution. This will be documented on "Deviations from RFP Specifications" form found under Forms under the Procurement Tab on [www.VPRJ.net](http://www.VPRJ.net).

**F. Section Six - Technology Enhancements and Other Services**

Offeror may use this section to describe technology enhancements, software applications, other services, etc. that are available through or recommended by the Offeror.

**G. Offeror Notification**

The successful Offeror submitting proposals shall be notified in writing no later than March 1, 2019.

**H. Evaluation and Selection**

Offerors shall submit a proposal to include a minimum annual guarantee ("MAG") of commission to VPRJ of \$750,000.00. The Offeror is encouraged to submit proposals with a minimum annual guarantee of commission to VPRJ higher than the amount of \$750,000.00. Evaluation and selection of an Offeror will be based on the information submitted in the proposals plus any required oral presentations and demonstrations. There may be further information required for clarification purposes after the proposals are submitted. Nothing in this RFP is intended to limit the call rates, fees for services or length of contract in order to meet the MAG.

A committee designated by Virginia Peninsula Regional Jail will evaluate all proposals submitted in response to this RFP. (See Scoring Sheet).

VPRJ reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of VPRJ. VPRJ also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves VPRJ's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this

specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

**I. Delivery**

Bidder's ability to meet delivery requirements and other criteria as it pertains to the specific RFP. VPRJ will consider any other factors that are in VPRJ's best interest

**IV. OFFEROR PARTICIPANT CONSIDERATIONS**

**A. Contractor Qualifications**

To qualify for this contract, the Contractor should:

1. Demonstrate the Contractor has experience providing inmate telephone services in jails with an average daily inmate population of 550 or more.
2. Demonstrate financial stability.
3. Have operated under the same business name for the last three (3) years.
4. Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract.

**B. Geographic Scope**

The Contractor must identify the geographic scope of the firm, whether local, within Virginia, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision and oversight. Contractor must provide details regarding off-site (from VPRJ) resources dedicated to this contract.

**C. Client References**

Each submission must include a minimum of three (3) current client references with the client's name, address, telephone numbers, name and email of client contact, number of years under contract, and if the contract is active or non-active. References must be from contracts with jails with average daily inmate population greater than 550. This information must be provided or the submission may be disqualified. Include Attachment C, Client References with submission.

**D. Software Interface Application**

Each submission must include a detailed list of software interfaces created that are currently in use. Interface references must be from contracts with jails with average daily inmate population greater than 550. Contracts with reference jails must have been in effect for at least one (1) year and at least five (5) of the references must be from current contracts. This information must be provided or the submission may be disqualified.

## **V. SCOPE OF SERVICES – GENERAL REQUIREMENTS**

The Offeror shall furnish, install and maintain telephones for use by inmates at the Facility. The Offeror shall provide all telephone services to the inmates utilizing the Offeror's Inmate Telephone System (ITS) in accordance with those requirements and provisions set forth in this RFP.

### **A. General Requirement for Inmate Phone System**

1. The system shall be a Web-Browser-based, easy to use application.
2. The proposed system shall allow outgoing calls, only.
3. The proposed system, shall allow inmate calls to be restricted up to 15 minutes.
4. The proposed system must require active acceptance by the called party.
5. The system shall permit a free call to a number designated by VPRJ.
6. System must also permit a minimum of two (2) free connected three (3) minute calls to inmates newly committed to VPRJ pursuant to the Virginia Department of Correction's Minimum Standards.
7. System must be able to record phone calls.

### **B. Station Equipment Specifications**

1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
2. Each call, having been identified as being placed through the Offeror's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
3. Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
4. Offeror agrees to install the quantity of telephones, enclosures and/or pedestals required by VPRJ.
5. The ITS shall comply with all Federal Communication and Utility Commissions regulations. The inmate telephone sets shall be stainless steel (or equivalent strength) and shall be sturdy, non-coin, vandal

resistant and armored. In addition, the telephone sets shall be composed of durable, tamper-free equipment suitable for a correctional/detention environment. The telephones must contain no removable parts.

6. The Offeror shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time. Spares will also be maintained on VPRJ's site for replacement as needed but a minimum of three (3) units.
7. The Offeror shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the "amplified" or volume controlled sort. The Offeror shall accept VPRJ's decision regarding whether the reception quality meets industry quality standards.
8. Call acceptance by the called party shall be accomplished for all collect, debit and pre-paid calls through caller confirmation (positive acceptance). acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. Offeror shall provide information on how the proposed ITS will meet this requirement.
9. The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Offeror must assume all responsibility for fraud.
10. During the call set up process, the ITS shall provide a pre-recorded announcement identifying:
  - a) That the call is coming from a specific inmate at the Facility.
  - b) That the call "may be monitored and recorded."
11. The ITS shall provide a recording at the beginning of all collect calls clearly identifying the call as a collect call to the called party. This recording must be free of any toll charges.
12. Offeror must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination. The ITS shall have the capability to configure the time allowed for the inmate to record his/her name.

13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. Offeror shall indicate whether the called party will be able to select the preferred language for call prompts.
14. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on or near each inmate telephone.
15. The Offeror shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). The Offeror shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The Offeror must assume all responsibilities for the cost and the accuracy of validation.
16. The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings.
17. The ITS shall have the capability to allow two (2) free, completed local telephone calls per inmate from the booking phones at VPRJ. When inmates are released and then rebooked; the ITS shall be capable of allowing the inmate another two (2) free, completed local telephone calls from the booking phones.
18. Offeror shall indicate whether the ITS can be configured to allow the inmate to remain muted while being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.)
19. The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by VPRJ.
20. Offeror must indicate how calls to rotary telephones are handled to ensure completion of all calls.
21. Offeror must specify how international calls are processed and whether international collect calls can be completed via the proposed ITS.
22. Offeror must specify the process for completing those calls that would normally be blocked because of cell phones and un-billable issues. Offeror shall also identify the percentage of calls on an average basis that do not pass validation because of cell phones and un-billable issues.
23. The ITS shall, upon request by VPRJ, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:

a) Monitoring reports that can be provided or sorted by any or all of the following criteria:

- 1) Daily statistical reports;
- 2) Housing Unit;
- 3) Originating number;
- 4) Terminating number;
- 5) Date of call;
- 6) Time of day;
- 7) Length of call;
- 8) Type of call;
- 9) PIN number;
- 10) Frequently called numbers (for all numbers called more than five (5) times in one day);
- 11) Common numbers called (for all numbers called by more than one (1) inmate);
- 12) Originating station;
- 13) Bill type;
- 14) Calls not passing validation; and,
- 15) Inmate name.

b) Billing reports that can be provided or sorted by any or all of the following criteria:

- 1) Call detail report;
- 2) Amount charged per call;
- 3) Gross revenue;
- 4) Daily statistics;
- 5) Monthly statistics;
- 6) Called party/number accepting report;

- 7) Fraud/velocity report;
- 8) Separate Housing Unit totals and statistics;
- 9) All Housing Unit totals and statistics;
- 10) Total calls;
- 11) Calls by date;
- 12) Pre-paid report;
- 13) Debit usage report;
- 14) Bill and call type distribution;
- 15) Time of day;
- 16) Length of a call;
- 17) Calls being denied by validation;
- 18) Adjustment/refund report;
- 19) Commission Rate;
- 20) Commission; and,
- 21) Revenue.

c) Monthly Reporting shall include the following:

- 1) Fiscal Period;
- 2) Revenue;
- 3) Intrastate Revenue;
- 4) Commissionable Revenue; and,
- 5) Commission & Balance of Prepaid Commission after current month's commission is deducted.

24. The ITS shall also provide the capability to customize reports in a form mutually agreed upon by VPRJ.
25. The system platform data storage shall be stored in a minimum of three (3) locations to avoid any possibility of call detail records being lost.

26. The ITS shall store all call detail records, including all attempted and completed calls through the ITS for the term of the contract. VPRJ shall have access to all call detail records from any workstation based on the user's access level.
27. The ITS shall have the capability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line. Remote diagnostic tests shall be, at a maximum, run one time each day on each telephone.
28. The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
29. The Offeror shall provide accommodations necessary to comply with Americans with Disabilities Act (ADA) requirements including, but not limited to, providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with Telecommunication Devices for the Deaf (TDD). Offeror must indicate what TDD equipment will be included in the proposed ITS. The TDD equipment must be available in all housing units, medical, and intake/release department.
30. The ITS must offer the called party an option to receive a rate quote during the call set-up process. The ITS must repeat the options to the called party a minimum of two (2) times during the initial call process.
31. Offeror shall have the capability to establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by VPRJ.
32. Offeror shall work with VPRJ on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Offeror shall:
  - a) Provide free calls via the ITS to a phone number designated by VPRJ, which may be the same as the Facility's informant line.
  - b) Provide a telephone line at no cost to VPRJ dedicated for the PREA calls to which the calls will be routed as free.
33. Offeror must describe how printed information will be provided.
34. Offeror will provide a means for remote parties, Public Defenders, Commonwealth Attorneys, Law Enforcement Officers, to be able to find and download phones calls from the repository after being vetted by VPRJ.

**C. Personal Identification Number (PIN)**

The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.

1. The proposed system shall prevent duplicate PINs.
2. The PIN application shall interface with the ITS using all of the features and functionalities described herein.
3. The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
4. The ITS shall have the capability to provide Personal Allow Numbers Lists (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
  - a) Offeror shall indicate whether the proposed ITS will provide updates and history of PANs entries.
  - b) Offeror shall indicate how attorney phone numbers are stored with the PAN application and whether the attorney phone numbers count against the set quantity of allowed telephone numbers for the individual inmate.
5. The ITS shall be capable, upon request by VPRJ, of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
  - a) PANs per inmate or identifying number;
  - b) Calls by PIN or other identifying number.
6. The ITS shall have the capability to generate PINs for inmates through the inmate telephones by randomly generating some number unique to the inmate. Offeror shall specify the maximum number of digits the proposed ITS can store as a PIN number. Currently, the jail's inmate management system creates the PIN number for inmates to utilize.
7. The ITS shall have the capability to interface with VPRJ's jail management system (JMS) at no cost to VPRJ so that the inmate PINs will be automatically transferred to the ITS. If VPRJ elects the interface option, VPRJ shall not be responsible for entering PIN numbers into the ITS when new inmates are added. Offeror shall indicate the interface requirements necessary to meet this requirement. The current JMS provider is Interact's Jail Tracker.

8. The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.
9. The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
10. The ITS shall be capable of transferring inmate information (ex: PINs, PANs, etc.) from one VPRJ Housing Unit to another without requiring manual re-entry of the inmate's information.
11. The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

#### **D. Fraud Management**

1. The proposed system shall detect and prevent three-way or conference calls. Provide any patent that you may have which applies to this feature.
2. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
3. The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
4. The proposed system shall have capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
5. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
6. The proposed system shall continue to play the brand recording at random intervals throughout the call.
7. The proposed system shall guard against "Hook-switch dialing," and other fraudulent activities. Please describe.
8. The proposed system shall permit the called party to block all future calls from that particular inmate or from the facility.

#### **E. Investigative Tools**

1. Telephone Monitoring: Chosen configuration will allow for immediate, real-time live monitoring of calls in progress. The configuration must allow

access to all features and tools from the applicable desktop client. Offeror must provide 100% support for any options provided.

2. Offeror will host secure external system for monitoring telephone calls. Calls can be monitored from any authorized PC using a web browser and proper credentials.
3. Offeror shall provide equipment that has keyword search capabilities.
4. Please provide any other additional investigative tools, features or creative solutions that might be available to the VPRJ.
5. External partners, as identified by the Superintendent, must also have operational access to listen to inmate phone calls.

#### **F. Phone System Security**

1. The proposed system must be programmed for auto shut-off at times designated by the VPRJ.
2. The VPRJ personnel must be able to manually shut down all or any part of, the system.
3. The proposed system shall be password protected to permit only appropriate authorized personnel access to the system.
4. The ITS shall prohibit direct-dialed calls of any type.
5. The ITS shall prohibit access to a line operator for any type of calls.
6. The ITS shall prohibit access to "411" information service.
7. The ITS shall prohibit access to 800 and 900 type services.
8. The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
9. The ITS must be able to be shut down quickly and selectively. VPRJ must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
  - a) At demarcation location
  - b) By central control
  - c) By select housing units
10. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.

11. The ITS shall prevent any inmate telephone from receiving any incoming calls. The Offeror shall work with the local exchange carriers (LECs) to ensure such control. Offeror shall provide a detailed explanation regarding the information which is displayed on the called party's caller ID each time a call from the Facility is placed.
12. The ITS, upon detection of a three-way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
  - a) Please indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
  - b) Please specify the method used by the Offeror to detect three-way calls.
13. VPRJ prefers that the ITS has the capability to detect and terminate Remote Call Forwarding calls. If Offeror's ITS is unable to detect Remote Call Forwarding, please provide the status of Offeror's research and development relative to detection of Remote Call Forwarding.
14. The ITS shall have the capability of answer detection.
15. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit is fifteen (15) minutes.
16. In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

#### **G. Phone System Reports**

1. The Offeror shall supply the capability for the facility to view and track call activity and facility service requests from practically any location at any time via a web accessible site.
2. The Offeror shall supply call detail reports to the VPRJ. These reports shall contain a variety of call information and be customizable to suit VPRJ's needs.
3. Offeror shall attach samples of their call detail and other standard reports.
4. Offeror shall provide a secure access to all calling activity via the web accessible site. The hosted site will need to provide an interface that will

allow the facility to view call detail reports, check and track the facility data. This system should also allow authorized individuals to open and/or view the status of service tickets.

## **H. Service and Maintenance**

1. Provide an onsite representative who will handle all inmate problems with the ITS. This will include liaison duties between the ITS tech support, phone technician, inmate and inmate families, our member jurisdictions and the public. The representative will handle all technical issues with call recording terminals at the facility and member jurisdictions while working with the ITS technical support. The representative will also complete all requests for inmate telephone recordings that cannot be completed by a member or outside jurisdiction. The representative will also work directly with member jurisdictions to assist with any issues they have with retrieving recording or other data. The representative will serve as the "Custodian of Records" for the ITS and will be subpoenaed by courts to validate recordings. This representative's hours will be documented in the proposal.
2. Offeror shall provide 24-hour, toll-free service number.
3. Offeror shall provide service policies and procedures as an attachment to this proposal.
4. Describe the maintenance and quality assurance programs for telephones to be installed.
5. It is solely the Offerors' responsibility to provide installation and maintenance which includes all wiring at the facility.
6. Detail equipment installation charges, if any.
7. Detail the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
8. List the service office responsible for the facility.
9. The Offeror shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to VPRJ for maintenance of the ITS.

10. The Offeror shall maintain all cable related to the ITS, whether reused or newly installed.
11. The Offeror shall respond to repair requests from VPRJ by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week basis, 365 days a year.
12. The Offeror must exhibit to VPRJ a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a significant problem (significant is at the sole discretion of VPRJ). VPRJ shall be notified of progress and or delays in progress until there is resolution of the problem. Offeror shall notify VPRJ any time a technician will be dispatched to the Facility.
13. VPRJ may cancel the Agreement with Offeror if Offeror has not cured a service problem within ten (10) days of the Offeror receiving notice of the problem from VPRJ.
14. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to VPRJ. This includes a complete list of business, cellular or other contact means; the Offeror's management home and emergency telephone numbers must also be furnished. Offeror shall provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
15. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. to the ITS. Offeror will assume liability for any and all such damages. In addition, Offeror shall ensure that all inmate telephones are operable and maintained at an acceptable level at all times.
16. All issues surrounding the ITS service shall be reported by Offeror to VPRJ or its Designee promptly.

#### **I. Installation and Cut-Over**

1. The contractor will provide inmate phone sets, the remote administration station and the automated inmate call control system, remote system access via the web and the system and insure that they are working properly. This installation is to be completed within thirty (30) days after award of the contract.
2. Offeror shall submit a complete and detailed schedule of the time frame required for installation, utility coordination, training, cut over and testing.

The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facility.

3. If the schedule cannot be met within the thirty (30) days stated above, contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation so as required in the bid. Extended installation time may be considered when in the best interest of the VPRJ.
4. Due to Offeror's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Offeror may incur liquidated damages in the amount of three hundred dollars (\$300.00) per day for each day beyond the installation date. In no event will natural disasters or acts of God cause Offeror to incur liquidated damages.
5. Should Offeror incur liquidated damages, VPRJ will invoice Offeror. Payment of the invoice shall be made to VPRJ or its Designee within thirty (30) days of Offeror's receipt of the invoice.
6. The Offeror agrees to obtain VPRJ's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
7. The Offeror agrees to assume responsibility for installation of the equipment in accordance with the specifications contained in the manufacturer's installation instructions.
8. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of the Offeror. No exposed wiring will be permitted in inmate housing areas. Ownership of any wiring or conduit placed under this Agreement by the Offeror becomes VPRJ's property upon termination and/or expiration of the Agreement.
9. The Offeror agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings. The new wiring will be of a color agreed upon by VPRJ and the contractors as to not conflict with the color schema currently in use at VPRJ.
10. The Offeror shall install additional telephones and monitoring and recording equipment as needed at no cost to VPRJ. This shall be done throughout the Agreement term and all subsequent renewal terms.

11. The Offeror shall provide and install adequate surge and lightening protection equipment on all lines used for the ITS. Offeror shall be responsible for maintaining, replacing or upgrading the surge and lightening protection at no cost to VPRJ.
12. Installation of all telephones and related equipment shall be accomplished during normal business hours at VPRJ or as otherwise specified by the Administrator.
13. The Offeror shall clean up and remove all debris and packaging materials resulting from work performed.
14. The Offeror shall restore to original condition any damage to VPRJ's property caused by maintenance or installation personnel associated with the Offeror, including repairs to walls, ceilings, etc.
15. The Offeror agrees to install, repair and maintain all Offeror provided equipment and lines, including but not limited to any wiring or cable work required throughout the facility at no cost to VPRJ. All Offeror-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the Offeror.
16. Upon completion of the initial installation and any ongoing installations, Offeror must provide VPRJ and its Designee with a list of telephone numbers, equipment specifications and locations of each unit.
17. Offeror must indicate any environmental conditions required for the proposed call processing equipment. Offeror shall specifically provide a recommendation for addressing the temperature in the phone room at the facility at no cost to VPRJ.
18. Offeror must indicate the physical size of any call processing equipment to be installed at the Facility.
19. Any delay in the implementation of the contractors' schedule that is caused by VPRJ will increase the contractor's time allowance to complete installation but the contractor must submit a complete and detailed schedule of additional time required.
20. The contractor will assume the risk of loss and or damage during shipment, unloading and installation.

**J. Call Monitoring and Recording**

1. Any communication between the inmate and the called party must have the capability of being recorded.
2. Communication between the inmates and their attorney's office should not be recorded. The system must allow the facility to identify phone numbers that should not be recorded.
3. Authorized individuals must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
4. Authorized individuals must be able to simultaneously listen to and record conversations.
5. Recordings must be backed up for archival purposes. Please describe system utilized.
6. The ITS shall allow VPRJ staff to remotely monitor live conversations and to access call recordings.
7. The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
8. The ITS shall comprehensively record all calls. At a minimum, VPRJ shall have the capability of playing back a recorded call. All call recordings shall be stored for the term of the contract. The Offeror shall be responsible for supplying all backup disks/CDs/media for the storage of call recordings at no cost to VPRJ throughout the life of the Agreement and any renewal terms.
9. The monitoring and recording of calls shall be selectively programmable by one or all of the following:
  - a) Inmate Telephone;
  - b) Housing Unit;
  - c) Start and Stop Time and Date of Call;
  - d) Called Number
  - e) PIN; and
  - f) Inmate Name
10. The ITS shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
11. VPRJ requires an onsite workstation under this RFP for the onsite offeror's employee. Access to the ITS shall be completely web-based.

Offeror shall provide a detailed description for how access to the ITS can be accomplished.

12. The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
13. The ITS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
14. The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem or broadband internet by service center personnel and shall provide failure reports, service history and other diagnostics.
15. The ITS shall provide the capability to copy the conversations onto a storage device in audio format with tamper free capabilities.
16. Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
17. At the request of VPRJ, Offeror shall provide remote access to the ITS at no cost. The provision of remote access shall allow VPRJ the same features and functionalities, permitted by the user's level of access.
18. The Offeror shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.

**K. Debit and Pre-Paid Application**

1. The debit and/or pre-paid application shall work with the JMS and Commissary providers.
2. The pre-paid application shall allow for pre-payment to a specific inmate's account.
3. The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The ITS shall provide the called party

with the balance of their debit and/or pre-paid account at the time of the call.

4. The debit and/or pre-paid application shall allow international calls.
5. The debit and/or pre-paid application shall have the capability to terminate a debit and/or pre-paid account and issue a refund in a manner specified by VPRJ. Please describe Offeror's process for meeting this requirement. Under no circumstances will the Offeror be allowed to keep any money deposited in a debit and/or pre-paid account upon termination of the Agreement between VPRJ and Offeror. All monies shall be returned to the individual inmate or end-user at the termination of the account or six (6) months of no activity, whichever comes first. The Offeror will allow the closing of an account upon release on an inmate and have their unused balance posted to the inmate's general account to offset fees amassed or refunded to the inmate thru our debit card program.
6. The debit and/or pre-paid calling rates may be lower than the collect calling rates.
7. The debit application shall interface with the inmate accounting system and Commissary Systems for the transfer of money from the inmate's account to the inmate's ITS debit account. The interface shall be completed at no cost to VPRJ or the inmate. The current JMS provider is Interact Jail Tracker and the Commissary Provider is currently Oasis
8. Offeror shall provide information on how ITS handles debit and/or pre-paid balances if an inmate is transferred from VPRJ.

**L. Tablet Devices/On-Site Visitation System Requirements**

1. Capability to receive and transmit inmate grievances and request forms.
2. Capability to log and track each grievance and/or request forms.
3. Capability to receive, log, transmit, and track inmate medical request ("sick call") forms.
4. Conduct online video visitation and/or facility lobby visitation, whichever the Superintendent deems necessary.
5. Host and Sustain multiple different informational documents as provided by VPRJ jail staff for inmate consumption.
6. Any other service or product the Superintendent wishes to provide inmate access so long as technologically capable.

7. Provide a certain number of devices based upon a mutually agreed ratio.
8. Offeror shall be responsible for installing all network infrastructure necessary to sustain tablet services.
9. At the end of this agreement, all infrastructure equipment (i.e. – Cat six (6) fiber optic lines, switches, etc.) shall become property of VPRJ with exception of the tablets themselves.
10. On-site video visitation shall be at no cost to the public or inmates.
11. Offeror shall provide on-site video visitation which shall have dual head set and video components.
12. Offeror shall install a minimum of one (1) handicap accessible visitation module.
13. Offeror shall install the following number of units in each of the following locations and housing units:
  - a. Lobby – 6
  - b. Fox House – 3
  - c. Echo House – 3
  - d. Delta House – 3
  - e. Charlie House – 3
  - f. Bravo House – 6
  - g. Alpha House – 6
  - h. Security 1 – 1
  - i. Security 2 – 1
  - j. Security 3 – 1
  - k. Intake – 2
14. Offeror shall be responsible for the repair or replacement of any visitation/tablet device damaged by an inmate. VPRJ shall levy any replacement costs on the inmate's jail account until paid in full.

**M. Kiosks**

1. Offeror shall provide VPRJ with a kiosk machine which will accept credit card and cash payments;
2. The kiosk machine shall be one which interfaces with the jail management system and the inmate accounting software in current use or any future inmate accounting software selected by VPRJ.
3. Such kiosk machine shall be a floor mounted machine and installed in a manner aesthetically acceptable by VPRJ.

4. Offeror shall also retrieve cash deposits made at the kiosk and all subsequent deposits to the inmate trust account held by VPRJ at a banking institution designated by VPRJ. Such services shall be at no cost to VPRJ.
5. Offeror shall also provide VPRJ weekly account reconciliations to the Director of Finance and at any other interval as requested by VPRJ.
6. The schedule of cash retrieval shall be pursuant to an agreeable schedule between offeror and VPRJ, but shall be no less than twice a week.
7. Offeror shall be the point of contact (“POC”) for all inquiries/challenges made by the public concerning any and all deposits.
8. Offeror shall also provide and install a “counting” kiosk in the Intake Department at VPRJ. Such installation shall be at no cost to VPRJ and shall be in a mutually agreed upon location and installed in an aesthetically pleasing manner as defined by VPRJ.
9. Such counting kiosk shall be a large bill counter with the capacity to account for multiple monetary bills in one booking.”
10. Such counting kiosk shall also have the capacity to accept large quantities of monetary coins.
11. Such booking kiosk shall not be an individual bill nor individual coin counting machine.
12. The booking kiosk shall interface with either the jail management system, the inmate accounting software in use at the time or in the future or both as designated by VPRJ.

#### **N. Training**

1. Offeror shall provide on-site training to authorized individuals in system administration, operation, and reporting at no cost to VPRJ. This training will be repeated as needed for new staff at no cost to VPRJ.
2. Describe training program; include description of course and any applicable documents.
3. Offeror shall provide training to VPRJ’s staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned at no cost to VPRJ. Training manuals shall be provided to VPRJ’s staff at all training meetings and will become the property of VPRJ.
4. Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the ITS, when requested by VPRJ.

#### **O. Transition**

1. The Offeror shall work with VPRJ, and the incumbent Offeror to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by VPRJ.
2. Upon expiration, termination, or cancellation of the Agreement, the Offeror shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by VPRJ. The Offeror shall provide and/or perform any or all of the following responsibilities:
  - a) The Offeror acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the ITS are the property of VPRJ. The call detail records, call recordings, documentation, reports, data, etc. shall be provided to VPRJ by Offeror in a workable, software-compatible format at no cost to VPRJ upon expiration and/or cancellation of the Agreement.
  - b) The Offeror shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by VPRJ. The Offeror agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date.
3. All ITTS inside wiring shall become the property of VPRJ at the conclusion of the Agreement. The Offeror agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.
4. Successful offeror will test the software database, network facilities, switching systems, and all hardware and software components to ensure each and every system feature and service is functioning and operational to the specifications and requirements of the VPRJ. Successful offeror shall provide test results to the VPRJ prior to implementation as well as all system documentation and related manuals. The VPRJ shall provide final approval in writing prior to go live operations.

Successful offeror shall conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirement stated in their contract. The successful offeror shall ensure that the system, in general, and each module of the system, in particular, operates according to specifications before turning the system over to the VPRJ. VPRJ personnel will not debug modifications for the successful offeror.

VPRJ will have ten (10) business days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the offeror will be given five (5) business days to correct the malfunction. The VPRJ will have another ten (10) business days to test and accept the system. If the successful offeror fails to correct defects after a second five day period, the VPRJ reserves the right to require replacement of the system. Acceptance testing shall not in any way relieve the successful offeror of its responsibilities to correct any defect during the term of this contract.

**P. Payment Options**

1. The proposed system must maintain a list of toll free phone numbers (such as attorney's offices).
2. The proposed system shall provide a debit and/or pre-paid account for inmates' families and other approved parties.
3. All debit and/or pre-paid calls will be subject to the same restrictions and features as standard inmate collect calls.
4. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.
5. As an option, please provide a system that will allow inmate families and friends to set-up alternate billing methods directly with the Offeror. Two (2) of the methods VPRJ would like to see offered are:
  - a) The Offeror should have a system in place that will allow inmate families and friends to set-up an account directly with the Offeror.
  - b) The Offeror should have an advance payment system. This system should allow customers to prepay for calls from the facility.

**Q. Equipment**

1. The proposed inmate telephone system shall be a turnkey, non-coin telephone system and service.
2. The Offeror shall provide non-coin, collect call, debit and/or pre-paid call, inmate telephones composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.
3. The proposed system shall include any system hardware or software necessary to allow facility personnel to query, display, retrieve recordings, and print inmate telephone activity.

4. The proposed system shall have the ability to monitor live or listen to previously recorded calls at various designated offices.
5. The proposed system software shall be based on security level and password protected.
6. All Offeror equipment shall comply with FCC regulations
7. The Offeror will be responsible for the cost of maintenance and repair of the system.
8. The proposed equipment and system shall be scalable to meet the VPRJ's growing needs at no cost to VPRJ.
9. Offeror equipment shall include a backup power supply.
10. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Offeror's employees.
11. The Offeror shall notify VPRJ of any new software upgrades within thirty (30) days of the introduction of the new software into the market by Offeror. Offeror shall upgrade the ITS with new software versions and new hardware as required by VPRJ at no cost to VPRJ.

**R. Other Electronic Interfaces**

The Offeror shall provide electronic interfaces to various systems in use by the jail currently or in the future.

1. The Offeror shall not charge the Inmate, the jail, or its outside contractor or provider for the interface or service.
2. Interfaces include any of the following current or future uses:
  - a) JMS
  - b) Commissary Services
  - c) Inmate Accounting System (whether or not it is part of another system). The interfaces shall include all actions and /or transactions needed to accurately update individual inmate accounts to reflect deposits, purchases or refunds. Inmate accounts shall be updated immediately upon the Offeror's receipt of any order or a request for a refund.

- d) Other technology interfaces that may become necessary at the jails discretion based on the rapidly changing nature of technology such as a tablet program.
3. Changes in Offerors/contractors for the above interfaces will require the Offeror to provide a new interface at no cost.

**S. Fees & Rates**

1. The system must have the capability to inform the called party of the call cost prior to acceptance.
2. The Offeror and or their partners or subcontractors must agree to not charge or collect from the VPRJ, the VPRJ's Offerors, inmates, and family members and/or friends of the inmate any fees (other than those specifically mandated by law) including but not limited to: account set up fees; bill statement fees; technology fees; credit card processing fees; account setup fees; account fees, equipment damage fees; intralata fees; bill rendering fees, universal services fund fees; taxes; state fees; dial around fee; processing transaction fees; bill recovery fees; processing fees; debit and/or pre-paid card fees; any fees associated with closing, dissolving and /or termination of accounts; special fees; termination fees; online fees; and non-mandated connection fees.; and any additional fees, charges, reimbursements, surcharges, and 3rd party reimbursements.
3. Offeror will fully absorb any and all fees passed onto them by a third party (i.e.-billing agency, subcontractor, etc.).
4. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Offeror shall provide detailed information to the VPRJ regarding any mandatory fees as dictated by law, before a contract is executed.
5. The Offeror shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
6. The Offeror shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
7. Offeror billing to called parties must include the Offeror information and a toll-free telephone number to resolve billing disputes.
8. Billing charges shall begin at the time of the call acceptance when the called party accepts the calling party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings,

busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.

9. Offeror shall provide real-time access to all the data within this contract, whether data is derived by offeror or their designated contractor/sub-contractor including but not limited to all financial records, all account information, including but not limited to, inmate's debit account information, all pre-paid account information, debt, collect call information, all transaction history on all calls, including but not limited to, all fees; furthermore, offeror must include all detailing information on a per call basis including but not limited to the complete call billing and detail record of all charges, fees and information, data must also be available in a exactable downloadable open source and auditable format.
11. Offeror shall pay the MAG in quarterly installments with the initial payment due at time of contract endorsement.
12. Any charges/fees added to the called party's bill without the express written consent of VPRJ shall carry a fine of three hundred and fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. VPRJ and Offeror shall mutually agree whether the charges/fees are to remain.
13. Should VPRJ and Offeror mutually agree that the charges/fees are to be discontinued, Offeror shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
14. A collect call is deemed complete, when the called party accepts the call regardless if the Offeror can bill or collect the revenue on the collect call.
15. A debit and/or pre-paid call is deemed complete, when a call is pre-paid by the inmate via the debit and/or pre-paid account and a connection is made between the inmate and the called party by positive acceptance.
16. VPRJ will not be liable for any of Offeror's costs including, but not limited to, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other Offeror costs. Offeror shall indicate debit and/or pre-paid calling rates in Attachment D include sales tax.
17. The Offeror shall submit a request in writing to receive approval from VPRJ for any calling rate increases and/or decreases for inmate telephone calls before any new calling rates are implemented. VPRJ will respond in writing to Offeror's request. Should Offeror increase the calling rates without the express written approval of VPRJ, Offeror must issue credits to

all customers that are overcharged. A list of the issued credits shall be provided to VPRJ Agent as documentation.

18. The Offeror shall implement any rate adjustments requested by VPRJ within ten (10) days of said request, subject to regulatory approval.
19. All charges and fees associated with calls from the Facility must be specifically designated within Offeror's proposal and specified in Attachment D.

## **T. Reporting**

1. The Offeror shall provide traffic detail reports to VPRJ on or before the twentieth (20th) day of the month following the month of traffic. VPRJ requires that traffic detail reports be sent via electronic format.
2. Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit and pre-paid calls for each inmate telephone or inmate telephone station at the Facility. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types: (a) Facility Name; (b) Facility Identification Number; (c) Facility Street Address, City, State, and Zip Code; (d) Automatic Number Identifier, or inmate telephone and/or inmate telephone station port number; (e) Total Gross Local Revenue; (f) Total Gross Intralata/Intrastate Revenue; (g) Total Gross Interlata/Intrastate Revenue; (h) Total Gross International Revenue per inmate telephone or inmate telephone station; (i) Traffic Period Dates; (j) Total Minutes of use per inmate telephone or inmate telephone station for each call type; (k) Total Number of Calls per inmate telephone or inmate telephone station for each call type; (l) Total Debit Usage for each call type; (m) Total Pre-Paid Usage for each call type; and (n) Total Pre-Paid Purchases. Please provide a sample of how the Offeror will meet this requirement.
3. Offeror shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to VPRJ no later than the twentieth (20th) day of the month following the month of traffic.
4. The Billing Files contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Inmate PIN (if

utilized by the facility); (e) Dialed Number; (f) Batch ID; (g) Row ID; (h) Record ID; (i) Date of Call; (j) Call Start Time; (k) Call End Time; (l) Time of Day; (m) Multiple Rate Period Indicator; (n) Originating City; (o) Originating State; (p) Bill City; (q) Bill State; (r) Billed Minutes of Use; (s) Rounded Bill Time Indicator; (t) Bill Number; (u) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (v) Call Type Settlement Code; (w) Call Amount; (x) Taxes; (y) Fees; (z) Specialized Calling Indicator; (aa) Validation Indicator; and (bb) Tax Exempt Indicator. Offeror should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released.

5. The raw Call Detail Records shall contain all calls (both attempted and completed), including all inbound voicemail messages as well as voicemail message retrievals, that originate from the Facility for each day and each time of the day for the period for which said raw Call Detail Records are requested. The raw Call Detail Records shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw Call Detail Records shall include, but not limited to, the following fields: (a) Facility Name; (b) Facility Site ID; (c) Origination Number; (d) Dialed Number; (e) Trunk ID; (f) Port ID; (g) Station ID; (h) Location of Phone; (i) Prepaid Card ID Number (if utilized at the facility); (j) Inmate ID (if utilized by the facility); (k) Inmate PIN (if utilized by the Facility); (l) Traffic Period; (m) Date of Call; (n) Call Start Time; (o) Call End Time; (p) Duration of Call (in seconds); (q) Bill Type (e.g. Collect, Prepaid Collect, Debit, etc.); (r) Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (s) Call Amount; (t) Validation Result; (u) Termination Status; (v) LIDB Status; and (w) Completion Status. Offeror should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released.
6. Traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by VPRJ after the due date are subject to late charges. The due date for all payments and reporting is the twentieth (20th) day of the month following the month of traffic.

#### **U. Fee Requirements**

The Offeror and or their partners or subcontractors must agree to not charge or collect from the VPRJ, the VPRJ's Offerors, inmates, and family members and/or friends of the inmate any fees (other than those specifically mandated by law) including but not limited to: account set up fees; bill statement fees; technology fees; credit card processing fees; account setup fees; account fees, equipment damage fees; intralata fees; bill rendering fees, universal services fund fees; taxes; state fees; dial around fee; processing transaction fees; bill recovery fees; processing fees; debit and/or pre-paid card fees; any

fees associated with closing, dissolving and /or termination of accounts; special fees; termination fees; online fees; and non-mandated connection fees.; and any additional fees, charges, reimbursements, surcharges, and 3rd party reimbursements. Offeror will fully absorb any and all fees passed onto them by a third party (i.e.-billing agency, subcontractor, etc.). Offeror shall provide detailed information to the VPRJ regarding any mandatory fees as dictated by law, before a contract is executed.

## **V. Performance Process**

The Offeror shall adhere to the following Performance Process when upgrading the ITS software and equipment, or performing any changes to the ITS at VPRJ. Any deviation from this process may result in a fine or penalty to Offeror. Such fine or penalty will be equal to no less than five hundred dollars (\$500.00) per occurrence or equal to any fine imposed by the agency supplying the fine, whichever is greater. The fine or penalty shall be due and payable by Offeror upon receipt of written notification from VPRJ of the total amount due.

1. Offeror shall provide VPRJ thirty (30) days written notice of a change or upgrade to the ITS.
2. Offeror shall perform extensive testing on all system changes or upgrades prior to discussing with VPRJ. At a minimum, the extensive testing, said changes or upgrades shall include:
  - a) Extensive testing on a system identical to the existing system at VPRJ.
  - b) Analog, Data, and Circuit testing.
  - c) International call testing.
3. Offeror shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to VPRJ.
4. Offeror shall receive written notification from VPRJ before scheduling or proceeding with any changes to the ITS.
5. Offeror shall provide VPRJ with written instructions for the inmates of changes to calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facility by the Offeror.
6. VPRJ, at its option, shall have a minimum of two (2) weeks to notify inmates at VPRJ of any ITS changes that are going to specifically affect the inmates.

7. Offeror shall coordinate a convenient time and day with VPRJ to implement the changes or upgrades to the ITS to avoid disruption. Offeror shall work with VPRJA to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.
8. Offeror shall coordinate the presence of a technician to VPRJ on the day of implementation to place test calls and ensure the ITS is functioning correctly.
9. All said changes shall be made by Offeror at no cost to VPRJ.

**W. Offeror shall provide or interface with a video visitation system either through their own tablet program or one determined to be beneficial to VPRJ.**

**X. Optional Services**

Vendor shall provide information on the below list of options and on any additional technology or optional features that may be of interest to VPRJ.

1. Offeror shall provide information on any additional technology or optional features that may be of interest to VPRJ (i.e. Inmate Email, Inmate Tablets, reverse look-up). Please be sure to provide detailed information on the functionalities as well as a complete description of the features and applications proposed. Also, detail any cost associated with the additional technology or optional features offered/proposed.
2. The offeror is requested to provide the capability of automatically calling and alerting investigators and offering live monitoring of calls. Please include detailed information on the ITS alert application: at a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and a security PIN for accessing the real-time call is required.
3. VPRJ is interested in implementing a voice-to-text feature. Offeror shall indicate if the ITS is capable of converting call recordings to text. If Offeror is capable of providing this technology, Offeror shall supply a detailed description of the features/functionality. Offeror shall indicate any costs associated with this feature.
4. VPRJ is interested in technology allowing users to search inmate call recordings by specific words or phrases of interest at no cost to VPRJ. If Offeror is capable of providing this technology, Offeror shall supply a detailed description of the feature/functionality.

**Y. STAFFING AND PERSONNEL**

**Dress Code**

The Contractor shall establish and enforce a business casual dress code, for ITS staff that requires access to Virginia Peninsula Regional Jail facilities, which is consistent with the requirements established for Virginia Peninsula Regional Jail employees and appropriate to a correctional environment with regard to safety and appearance.

**Personnel Security Requirements**

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

**Criminal History Check**

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

**Substance Abuse Screening**

Contractor employees who require access to Virginia Peninsula Regional Jail facilities shall be subject to substance abuse screening.

The Contractor will contact Virginia Peninsula Regional Jail Human Resources Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at VPRJ. The results of pre-employment substance abuse screening will be reported to the Superintendent.

At the direction of the Superintendent, contractor employees who require access to Virginia Peninsula Regional Jail facilities shall sign all documents, go to a location designated by the correctional staff, and submit to random or "for cause" substance screening. The Superintendent will be responsible for random selection of Contractor employees for substance abuse screening.

At their sole discretion, the Superintendent may deny access to VPRJ, contractor employees whose pre-employment, random, or "for cause" substance abuse screening results reflect evidence of substance abuse. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of his responsibilities therefore.

Virginia Peninsula Regional Jail shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

### **Photo Identification**

Contractor employees who require access to Virginia Peninsula Regional Jail facilities shall be issued photo identification badges provided by VPRJ staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside VPRJ facilities.

The Contractor shall be accountable for all photo identification badges issued to contractor employees. The Contractor shall retrieve and return to VPRJ, photo identification badges of persons who are no longer in the Contractor's employ.

VPRJ will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a ten dollar (\$10.00) fee for replacement identification badges.

### **Searches**

Contractor employees who require access to Virginia Peninsula Regional Jail facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Superintendent may deny access to VPRJ facilities, any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

### **Access to Facilities**

Although the Contractor has authority for all hiring and termination, Virginia Peninsula Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Superintendent's investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Virginia Peninsula Regional Jail will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Contractor. Contractor employees, independent contractors and subcontractors shall cooperate with Virginia Peninsula Regional Jail in any investigation involving inmate or staff conduct.

## **PREA**

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 ET. Seq.) and with all applicable PREA standards, VPRJ Policies related to PREA and VPRJ Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to “self-monitoring requirements” VPRJ will conduct announced or unannounced, compliance monitoring to include “on-site” monitoring. Failure to comply with PREA, including PREA Standards and VPRJ policies may result in termination of the contract.

All contractor staff will be required to complete the mandatory PREA Forms and will be scheduled to attend the next available scheduled PREA training class.

## **Z. SECURITY REQUIREMENTS**

### **Physical Security Requirements**

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

### **Area Security**

The Contractor shall establish procedures to ensure offices; storage areas, etc. are locked and secured when not occupied by Contractor employees.

### **Key Control**

The Contractor shall comply with Jail policies related to security and key control procedures.

### **Contraband**

The Contractor shall establish procedures to ensure contractor employees who require access to Virginia Peninsula Regional Jail facilities understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

### **Personal Security**

The Contractor shall develop procedures, consistent with Jail policies, to ensure the safety and wellbeing of contractor personnel who require access to Virginia Peninsula Regional Jail facilities while providing services under the terms of the contract.

### **Security Code Call Names**

The Contractor shall establish procedures to ensure contractor personnel who require access to Virginia Peninsula Regional Jail facilities understand

security code call names and comply with regulations and procedures that govern their use.

**Inmate Security**

The Contractor shall establish procedures to ensure contractor personnel who require access to Virginia Peninsula Regional Jail facilities are familiar and comply with VPRJ security procedures pertaining to inmate control and security.

In addition, the Contractor shall:

Inform the Superintendent, in writing, any time a personal friend or relative of any contractor employee is confined to the facility.

Ensure contractor employees do not fraternize or grant special favors for any inmate confined to any facility.

Ensure contractor personnel do not provide to any inmate, information regarding any other inmate confined to any facility.

**GENERAL TERMS AND CONDITIONS:**

**A. ADDITIONAL INFORMATION:** Virginia Peninsula Regional Jail reserves the right to ask any Proposer to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which Virginia Peninsula Regional Jail deems desirable, and does not affect quality, quantity, price or delivery.

**B. ANTIDISCRIMINATION:** By submitting their proposals, all Proposers certify to Virginia Peninsula Regional Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over ten thousand dollars (\$10,000) the provisions in one (1) and two (2) below apply:

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
  - b) 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.
  - c) 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.
  - d) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of
  - a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

**C. ANTI-TRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to Virginia Peninsula Regional Jail all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by Virginia Peninsula Regional Jail under the said contract.

**D. APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and local laws and regulations.

**E. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of VPRJ.

**F. CHANGES TO THE CONTRACT:** Changes can be made to the contract in any one of the following ways:

1. Virginia Peninsula Regional Jail may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to things such as service to be

performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give VIRGINIA PENINSULA REGIONAL JAIL a credit for any savings. Said compensation shall be determined by one of the following methods:

- a) By mutual agreement between the parties in writing; or
- b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to VPRJ's right to audit the contractor's records and/or to determine the correct number of units independently; or
- c) By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Virginia Peninsula Regional Jail with all vouchers and records of expenses incurred and savings realized. Virginia Peninsula Regional Jail shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Virginia Peninsula Regional Jail within thirty (30) days from the date of receipt of the written order from Virginia Peninsula Regional Jail. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Virginia Peninsula Regional Jail with the performance of the contract generally.
- d) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

**G. CLARIFICATION OF TERMS:** If any prospective Proposer has questions about the specifications or other proposal documents, the prospective Proposer should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) days before the due date. Any revisions to the invitation will be made only by addendum issued by the purchasing agent.

**H. COOPERATIVE PROCUREMENT:** This procurement is being conducted by Virginia Peninsula Regional Jail in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services or construction in excess of two hundred thousand dollars (\$200,000) by a local

public body from the contract of another local public body that is more than a straight line distance of seventy five (75) miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Virginia Peninsula Regional Jail, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall VPRJ, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Virginia Peninsula Regional Jail contract. Virginia Peninsula Regional Jail assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.

- I. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Virginia Peninsula Regional Jail, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which Virginia Peninsula Regional Jail may have.
  
- J. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or Offeror.

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, 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.

- K. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription,

advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- L. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing their proposals, the Proposers certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- M. INSURANCE REQUIREMENTS:** The contractor shall not commence work under contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by VPRJ. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by Virginia Peninsula Regional Jail (or contractor). Approval of the insurance by Virginia Peninsula Regional Jail shall not limit, relieve or decrease the liability of the contractor hereunder.
1. If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Notice of cancellation of any required insurance policy must be submitted to Virginia Peninsula Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.
  2. Workers Compensation Insurance :The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the Commonwealth of Virginia.
  3. Commercial General Liability Insurance and Commercial Automobile Liability Insurance: The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include VPRJ, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by Virginia Peninsula

Regional Jail shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles.

4. The required amounts of General Liability insurance are:
  - a) General Aggregate \$5,000,000 aggregate
  - b) Products/Completed Operations Aggregate \$1,000,000 per occurrence
  - c) Personal/Advertising Injury \$1,000,000 any one person
  - d) Bodily Injury/Property Damage \$1,000,000 per occurrence
  - e) Fire Damage \$50,000 any one fire
  - f) Medical Payments \$5,000 any one person
  
5. The required Automobile Liability Insurance is
  - a) Bodily Injury/Property Damage \$1,000,000 combined single limit
  
6. Evidence of Coverage  
The contractor shall furnish Virginia Peninsula Regional Jail with a certificate of insurance coverage, which shall be submitted to the Virginia Peninsula Regional Jail Procurement Officer by U.S. Postal Service or email at [rwitham@vprj.net](mailto:rwitham@vprj.net). These certificates or the cover sheet shall reference the contract name "Commissary Services for Virginia Peninsula Regional Jail", and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Virginia Peninsula Regional Jail is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.
  
7. Notice of cancellation of any required insurance policy must be submitted to Virginia Peninsula Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**N. MANDATORY USE OF VIRGINIA PENINSULA REGIONAL JAILFORMS AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Virginia Peninsula Regional Jail form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, Virginia Peninsula Regional Jail reserves the right to decide, on a case by case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, Virginia Peninsula Regional Jail may, in its sole discretion, request that the Proposer withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however Virginia Peninsula Regional Jail reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**O. PAYMENT:**

1. To Prime Contractor:

- a) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than forty five (45) days will be regarded as requiring payment forty five (45) days after invoice or delivery, whichever occurs last.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Virginia Peninsula Regional Jail shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

- a) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from Virginia Peninsula Regional Jail for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- b) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from VPRJ, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S.

Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of VPRJ.

- P. PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- Q. PROTEST OF AWARD:** A Proposer wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Proposer institutes legal action as provided in the Code of Virginia.
- R. QUALIFICATIONS OF PROPOSERS:** Virginia Peninsula Regional Jail may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the service/furnish the goods stated in the contract. The Proposer shall furnish to Virginia Peninsula Regional Jail all such information and data for this purpose as may be requested. Virginia Peninsula Regional Jail reserves the right to inspect Proposer's physical plant prior to award to satisfy questions regarding the Proposer's capabilities. Virginia Peninsula Regional Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy Virginia Peninsula Regional Jail that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- S. STATE CORPORATION COMMISSION NUMBER:** All Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to laps or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. VPRJ may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- T. TAXES:** Sales to Virginia Peninsula Regional Jail are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Virginia Peninsula Regional Jail tax exemption registration number is 54-1407998.
- U. TESTING AND INSPECTION:** Virginia Peninsula Regional Jail reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- V. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Proposers certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.
- W. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make, or manufacturer does not restrict Proposers to the specific brand, make, or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Proposer is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Virginia Peninsula Regional Jail to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Proposer clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

## **SPECIAL TERMS AND CONDITIONS**

- A. AUDIT:** The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by VPRJ, whichever is sooner. VPRJ, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- B. AWARD:** Following the receipt of proposals, selection shall be made of two or more proposers deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria mentioned herein. After negotiations have been conducted with each proposer so selected, the Virginia Peninsula Regional Jail shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. Should the Virginia Peninsula Regional Jail determined in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. Award results will be posted for public inspection in a designated public area at Virginia Peninsula Regional Jail located at 9320 Merrimac Trail Williamsburg, Virginia 23185.
- C. ACCEPTANCE OF SERVICES:** Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- D. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which my hereafter become available for the purpose of this agreement.
- E. BEGINNING OF WORK:** The contractor shall not commence any billable work until a valid contract has been fully executed by Virginia Peninsula Regional Jail and the successful contractor. The contractor will be notified in writing when work may begin.
- F. CANCELLATION OF CONTRACT:** Virginia Peninsula Regional Jail reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon ninety (90) days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.

- G. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
- H. CONFLICT OF INTEREST:** All proposers must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of the Virginia Peninsula Regional Jail Authority or Authority Member Community. Further, all proposers must disclose the name of any Virginia Peninsula Regional Jail Authority or Authority Member Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the proposer's firm or any of its branches, subsidiaries or partnership.
- I. CONFIDENTIALITY OF INMATES INFORMATION POLICY:** 1) Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. 2) Information concerning inmates will be exchanged on an as need to know basis only, within the facility. 3) Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to Virginia Peninsula Regional Jail, Virginia Peninsula Regional Jail employees or Virginia Peninsula Regional Jail inmates shall remain confidential. The Contractor agrees to obey all Virginia Peninsula Regional Jail's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmates policy may be subject to suspension or termination.
- J. CONTRACTOR RESPONSIBILITY:** The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor

intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of VPRJ.

**K. CONTRACTOR PERSONNEL:**

1. Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.
2. Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of Virginia Peninsula Regional Jail. Replacement of key personnel, if approved by Virginia Peninsula Regional Jail, shall be with personnel of equal or greater ability and qualifications.
3. Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Virginia Peninsula Regional Jail site. They shall abide by the VPRJ Standards of Conduct and Policy & Procedures. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the Virginia Peninsula Regional Jail grounds or facility. Virginia Peninsula Regional Jail reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

**L. CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 2.2-4363 of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at Virginia Peninsula Regional Jail who will render a decision within thirty (30) days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at Virginia Peninsula Regional Jail no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five (45) days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 2.2-4364 of the Code of Virginia.

**M. DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, Virginia Peninsula Regional Jail reserves

the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation

- N. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
- O. DEVIATIONS FROM THE CONTRACT:** The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by Virginia Peninsula Regional Jail, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. Virginia Peninsula Regional Jail discourages deviations and reserves the right to reject proposed deviations.
- P. INDEMNITY:** The Contractor shall indemnify and hold harmless the Virginia Peninsula Regional Jail, its officers, agents and employees, from any and all claims, actions, lawsuits, damages, judgments, charges, expense or liabilities arising out of the performance of the Contract by Contractor, its subcontractors, agents or employees. The contractor expressly agrees to defend the Jail, its agents, officers and employees from any such claims brought or actions filed against the indemnified parties.
- Q. INDEPENDENT CONTRACTOR:** It is agreed that the relationship of the parties under this contract is that of independent contractors and nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with Virginia Peninsula Regional Jail. They shall not be considered employees of Virginia Peninsula Regional Jail. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of VPRJ. The contractor will hold Virginia Peninsula Regional Jail harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from Virginia Peninsula Regional Jail including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- R. LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is the time recorded by an official from the issuing office. Proposals received in the issuing office after the

date, hour and second designated are automatically disqualified and will not be considered. Virginia Peninsula Regional Jail is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Proposer to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 1:00:00 PM promptly on January 30, 2019. Proposal received after the exact minute of 1:00:00 PM will be considered late. (For example, 1:00:05 is late for all purposes pertaining to this solicitation).

- S. INVOICES:** Invoices for items ordered, delivered and accepted by Virginia Peninsula Regional Jail shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the Virginia Peninsula Regional Jail contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- T. MSDS:** Prior to award of this contract, if applicable, the successful Proposer shall provide to this office, within ten (10) calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such proposal as nonresponsive.
- U. NOTIFICATION:** After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each proposer shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.
- V. PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors' staff who are providing services to Virginia Peninsula Regional Jail, who having any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA). Contact and Contractor's staff must receive training at Virginia Peninsula Regional Jail on their responsibilities, under PREA including Virginia Peninsula Regional Jail's sexual abuse and sexual harassment prevention, detection and response policies and procedures, including reporting. Contractors and Contractors' staff agrees to abide by the facility's zero tolerance policy regarding fraternization, sexual abuse, and sexual harassment and the obligation to report incidents also covered under staffing and personnel.

- W. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for one hundred and twenty (120) days. At the end of the one hundred and twenty (120) days the proposal may be withdrawn at the written request of the Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- X. RENEWAL OF CONTRACT:** This contract may be renewed by Virginia Peninsula Regional Jail for three (3) successive one (1) year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two point five percent (2.5%) annually from one adjustment period to the next. Written notice of Virginia Peninsula Regional Jail's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.
- A. If Virginia Peninsula Regional Jail elects to exercise the option to renew the contract for an additional one (1) year period, the contract price(s) for the additional one (1) year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- B. If during any subsequent renewal periods, Virginia Peninsula Regional Jail elects to exercise the option to renew the contract, the contract prices(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- Y. VIRGINIA PENINSULA REGIONAL JAILPROPERTY:** Virginia Peninsula Regional Jail shall be responsible for the repair, replacement and maintenance of Virginia Peninsula Regional Jail owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision.
- Z. Payment Terms:** The Virginia Peninsula Regional Jail generally pays within thirty (30) days of receipt of invoice (net 30).

**ATTACHMENT A  
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP 2019-01**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

FED ID NO: \_\_\_\_\_

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER (or a statement as to why such a number is not required).\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL**

**ATTACHMENT B**

**PRE-PROPOSAL CONFERENCE REGISTRATION FORM**

This pre-proposal conference registration form must be completed and returned to the RFP contact specified on page 4 of the RFP on or before the date specified in the Schedule of Events. The facility will provide an escort.

Provide the following information for the offeror representative(s) that will be attending the pre-proposal conference which will be held on the date specified in the schedule of events.

Offer Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

**ATTACHMENT C**  
**CLIENT REFERENCES**

List a minimum of three client references providing information described below. References must be from current contracts with jails with average daily inmate population greater than one thousand (1000). Contracts with these jails must have been in effect for at least one year.

Agency  
Name \_\_\_\_\_

Agency Address  
\_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Numbers \_\_\_\_\_

Number of Inmates \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison  
\_\_\_\_\_ Juvenile \_\_\_\_\_ Other

Contract Start \_\_\_\_\_

Contract End \_\_\_\_\_

Reason Contract Ended  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D  
RATES**

Please provide current rates to achieve the MAG listed below as Option #1. Offeror must detail all additional charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set up fees, depositing fees and refund fees associated with pre-paid collect accounts.

**OPTION #1 – OFFEROR-PROPOSED CALLING RATES**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						

**Financial Incentive: \$** \_\_\_\_\_

**ATTACHMENT D  
RATES**

**OPTION #2 – OFFEROR-PROPOSED CALLING RATES**

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						

**Financial Incentive: \$** \_\_\_\_\_

**SCORING**

**Offerors shall be scored based upon the following criteria which includes an initial minimum annual guarantee commission of \$750,000.**

- A. Lowest rates.....**30 Pts.**  
This criterion considers the offerors ability to provide the minimum annual guarantee at the lowest commission rate for the following contracted services:
  - Inmate phones (interlata/intralata/voicemail)
  - Tablet services (video visitation/e-messaging/applications)
  - Deposit services- rates per transaction
  
- B. Experience/History in Inmate Phone Services in Corrections .....**25 Pts.**  
This criterion considers the Offerors past and current performance as a contractor in the inmate phone service industry. This includes the size and organizational structure of the company, experience, and expertise of current staff and employees and its ability to provide experienced personnel to the Jail. Additionally, it includes the Offeror’s experience based upon the number of years in the industry and responses from client references.
  
- C. Experience in Tablet Services in Corrections .....**25 Pts.**  
This criterion considers the Offerors past and current performance as a contractor in the inmate tablet services. This includes the size and organizational structure of the company, experience, and expertise of current staff and employees and its ability to provide experienced personnel to the Jail. Additionally, it includes the Offeror’s experience based upon the number of years in the industry and responses from client references.
  
- D. Operational Program Approach.....**10 Pts.**  
This criterion considers the Offeror’s delivery service methodologies, automation, and technical advances in providing telephone and tablet services, providing automated accounting records, reports and accounting support for inmate inquiries.
  
- E. Accessibility .....**10 Pts.**  
This criterion considers the degree of accessibility that the contractor will be able to provide to the Jail officials who will administer the contract. This recognizes the need for close communication and cooperation between the Superintendent and the Offeror in order to achieve the requirements of this Request for Proposal.