



**VIRGINIA PENINSULA REGIONAL JAIL
WILLIAMSBURG, VIRGINIA**

757-820-3915

Date: Friday May 10, 2024

Request for Proposals # VPRJ 2024-003

COMMISSARY SERVICES

Pre-Proposal Conference - Mandatory

Date: May 27, 2024

Time: 10:00am, Est.

Location: Virginia Peninsula Regional Jail

Question & Answer Deadline Submission Due Date:

May 29, 2024

Time: 1:00pm, Est.

Answer Response

May 31, 2024

DUE DATE: June 10, 2024

Time: 4:00 PM Est.

Receipt Location: Virginia Peninsula Regional Jail 9320

Merrimac Trail

Williamsburg, Virginia 23185

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

Requests for Proposals Prepared by:

Lt. Col. Frank Huotte, Assistant Superintendent

Virginia Peninsula Regional Jail

9320 Merrimac Trail

Williamsburg, Virginia 23185

Office: 757-820-3902 Fax: 757-887-1849

Email: fhuotte@vprj.org

REQUEST FOR PROPOSAL

INMATE COMMISSARY SERVICE SPECIFICATIONS

1. PURPOSE

This document constitutes a **Request for Proposals (RFP)** from qualified individuals or organizations to provide commissary services for the inmates incarcerated or housed in the Virginia Peninsula Regional Jail.

2. BACKGROUND

Commissary services are to be provided from the vendor's offsite warehouse. Inmates may purchase goods from the commissary at least once a week. All sales are made via ViaPath inmate tablets. Goods must be packaged and delivered back to the facility the next business day in the same companies' truck.

It is the goal of the Virginia Peninsula Regional Jail to contract these services out to a private firm. For the right to provide these services, the firm would pay the Virginia Peninsula Regional Jail an agreed upon percentage of commission.

3. SCOPE OF SERVICES

A. General Requirements:

Vendor shall provide all effort and materials necessary to provide commissary services to the inmates incarcerated in the Virginia Peninsula Regional Jail. Said services shall be provided to the inmates once weekly.

Performance of said services requires Vendor to be responsible for the operation of the inmate commissary. Vendors shall establish proper operational procedures to ensure efficient, effective, and accountable operation of the canteen. Vendor shall strictly adhere to the Virginia Peninsula Regional Jail rules; regulations and guidelines.

B. Specific Requirements:

1. Contract Schedule

The contractor will begin services within 30 days of the award or as soon thereafter as possible.

The contract term shall be for a three (3) year term with five (5) renewable one (1) year periods.

4. PRICING

A. All prices in Contractor's proposal (hereinafter referred to as "base prices"). The jail reserves the right of final approval of any price increase for any item. Prices for the contract items may not be higher than a comparable item offered for retail sale in the local area. Selection and variety may be adjusted as mutually agreed upon by the parties. ***All price increases must be approved by the Superintendent.***

5. INVENTORY

A. Vendor shall stock the commissary with a vast selection of items and quality products. The facility shall approve all items carried in stock. For Vendor's reference, an order form listing the items stocked in the canteen is included herein as Exhibit A. **INCLUDE WITH RFP, CURRENT FACILITY MENU.**

B. Vendor shall maintain an ample stock of goods to assure successful operation of canteen. We require every order to be filled. No shortages, no substitutions.

- C. Vendor must provide name brand products. Private label brands will not be considered.
- D. Vendor must provide a variety of name brand candy bars for sale on the commissary menu.
- E. Purchase and payment for inventory shall be the sole responsibility of Vendor.
- F. No changes are to be made to the commissary menu without facility consent.

6. COMMISSARY OPERATIONS

- A. All sales of goods shall be generated from the ViaPath inmate tablets. Posted menus shall show items available and their current prices. Menus shall be posted beside the inmate telephones.
- B. Inmates shall enter the requested items into the tablet. The system will inform the inmate of their account balance available for commissary purchases, if the inmate has sufficient funds available; the accounting program will update the inmate's account during the transaction, real time.
- C. After all the inmate orders have been processed, they will be downloaded to the contractor's off-site warehouse facility located within 150 miles of the Virginia Peninsula Regional Jail.
- D. Vendor will then be responsible to package inmate orders in heat sealed, clear plastic bags and loaded into carts according to cell block or pod arrangement. Carts are then delivered to the facility for next day distribution in a company owned truck.
- E. Vendor staff will distribute commissary orders to the inmate population. Vendor staff must be reimbursed at a rate of \$35/ hour.

7. WELFARE ITEMS

- A. The Vendor shall issue to the indigent inmates who have less than \$5.00 in their account for more than 30 days a welfare kit package. The package shall consist of items deemed necessary for the welfare of the inmates by the facility. Welfare may be distributed at the Facility's discretion.

8. FACILITY'S OFFICE RESPONSIBILITIES

- A. Provide access to the Facility's computer, which includes terminals and access to inmate's accounts, allows deducting the costs of commissary purchases from such accounts.
- B. Enter in all inmate data, download orders to contractor's off-site warehouse. Vendor staff will distribute all packages to inmates.

9. VENDOR'S RESPONSIBILITIES

- A. Purchase stock and sell all items listed on the menu.
- B. Vendor will provide an off-site commissary operation.
- C. Vendor staff will distribute commissary orders to the inmates of the Virginia Peninsula Regional Jail. All staff working on-site must first be approved and cleared by the facility.

- D. Vendor will maintain a commissary order fill rate of 99%. Consistent shortages are unacceptable and may be grounds for contract termination.
- E. Must operate a distribution center within 150 miles of the Virginia Peninsula Regional Jail.
- F. Vendor must present a back up plan in the event the current warehouse becomes inoperable. It is preferred that a back up warehouse is located within the state of Virginia.
- G. Vendor must install and support the Lockdown Resident Banking Software.
- H. Vendor must have a minimum of five years' experience working with the Lockdown Resident Banking Software.
- I. Vendor must provide in-state technical support that can provide on-site support within 24 hours.
- J. Secure and pay all Federal, states taxes and local licenses, permits and fees required for the delivery of commissary services. Such taxes and licenses shall be secured and paid for by the Contractor during the entire contract term.
- K. Provide the Facility's Office monthly reports on gross sales, line-item sales amounts, and number of welfare transactions.
- L. Keep full and accurate accounts of sales and other records related to the commissary services covered by this Agreement. All such records shall be retained by the Contractor for a period of three (3) years and may be audited by the facility at any time, during regular working hours.
- M. Interface with the facility's Jail Management Program.
- N. Attend meetings with Facility's staff when requested and meet at least once every three- (3) months with the Facility's liaison to review operations.
- O. All contractor employees are required to have passed drug-testing procedures and will have background checks done by the facility if necessary.
- P. Vendor must have retained the same ownership during the last five years.
- Q. To eliminate any conflict of interest, if the vendor or the parent company of a bidding vendor is currently operating another service at the Virginia Peninsula Regional Jail, that vendor shall be eliminated from consideration.
- R. Vendor must provide a website from which friends and family members can order commissary items for inmates. A commission on web sales must be offered to the Jail.
- S. The Jail is interested in a vending solution for the inmate population. Please provide information regarding vending machines for inmates with a maximum of seven (7) vending machines.

- T. Offeror shall provide a system in which inmate funds are released via debit cards at no expense to the Facility.

10. PROPOSAL REQUIREMENTS

All proposals are required to address the following in detail. To neglect any of the following requirements may result in your proposal to be disqualified. Vendor shall submit one original and three (3) copies of each proposal.

- A. General history and description of the Vendor's firm.
- B. Description of packing and boxing of inmate orders. Description of quality controls and procedures that enables company to fill all inmate orders completely and accurately.
- C. Description of delivery method to the inmates.
- D. Description of inventory control methods and standards.
- E. A sample menu of commissary items proposed by the Vendor to the inmates. Sample menu must show prices including sales tax.
- F. Include at least **five (5) references** for provision of commissary services in detention facilities within the state of Virginia. Vendor shall include a listing of these references indicating facility location, name, and telephone number of contact persons. References shall reflect current contracts.
- G. Any additional information about Vendor's firm or any other part of the submittal which would assist in evaluating the proposal.
- H. Proposed percentage of weekly sales that will be retained by the Facility as a commission.
- I. Profile and address of the management team that will oversee the operations and their experience with the facilities accounting program.
- J. A description of any business your company has lost in the past five years due to contract cancellations. Please explain.
- K. In the past three years, has your company been investigated by the Federal, State, or local authorities? Please explain.
- L. Description of interaction with Viapath inmate telephone system software for uploading and filling commissary orders.

EVALUATION CRITERIA:

The company selected for commissary services will be evaluated based on the following criteria:

1. Experience in providing commissary services. Provide a reference list including Virginia references. **20 Points**
2. Demonstrated ability to interface with the system used for the inmate phones, Viapath Technologies. **20 Points**
3. Demonstrated ability to offer the following: Booking Kiosk, Deposit ATM, telephone ordering, and debit card release. Proposals should specify any other efficiency-enhancing items or revenue generating programs (like custom or package programs) that could be provided. **20 Points**
4. Quality, scope, turnaround time, and pricing of commissary services to be provided. **20 Points**
5. Variety of commissary items offered. (Provide list.) See Exhibit A – “Commissary List as of 06/30/2023. **10 Points**
6. Commission rate to be provided to VPRJ. **10 Points**

Proposals should be concise and should specifically address the above-listed criteria.

Provide four copies of the proposal and **submit by 4:00 p.m. on Monday, June 10, 2024.** Proposals should be mailed to the attention of Lt. Col. Frank Huotte, Virginia Peninsula Regional Jail, 9320 Merrimac Trail Williamsburg, VA 23185 or may be delivered to the following physical address: 9320 Merrimac Trail Williamsburg, VA 23185. **Electronic responses will also be accepted in lieu of “hard copies.”** Electronic responses should be sent to the following email address fhlotte@vprj.org and must be received by the same date and time as indicated above.

Requests for information or questions related to this RFP should be directed, in writing (emails are preferable), to:

Lt. Col. Frank Huotte
9320 Merrimac Trail
Williamsburg, VA 23185
Email: Lt. Col. Frank Huotte

Oral answers cannot be considered authoritative.

ADDITIONAL INFORMATION

1. Commissary sales for the period of 12/31/2022– 12/29/2023 was \$460,503.30, with VPRJ commissions posting at \$183,292.23.
2. The current jail management software provider is “Lockdown” by Summit Foods. Summit Foods is also the current food provider for inmate meals, as well as the current provider for inmate commissary. The weekly spending limit per inmate is currently set at \$175. Outside purchase for inmates is up to \$175.
3. The current inmate phone service provider is Via Path.
4. Commissary orders are only entered into the Viapath inmate telephone system at the present time.
5. The Jail currently processes commissary transactions through “Lockdown” (by Summit Foods).
6. The current commission rate received by the Jail is “40%.”
7. The facility capacity is 350 inmates.
8. Orders are currently entered by Sunday evening and delivered on Wednesday. (Please state the delivery service to be used (freight line, company delivery truck, or other) that would be used in the performance of this contract.)
9. The average number of commissary orders per week is about 150 to 170.
10. The successful vendor will be responsible for the mounting and wiring associated with the installation of kiosks and/or vending machines.
11. After review and approval from the VPRJ IT Department, the successful vendor will be permitted to install software on facility owned machines.
12. Inmates currently receive deposits through the available kiosk or through the inmate phone system. Cash deposited into the facility will be emptied by facility staff members.
13. Phone minutes are debited directly from the inmate bank account.
14. The successful vendor may be exempt from James City County business licensure. Offerors should contact the James City County Commissioner of the Revenue for information regarding this matter. Main phone number: 757-253-6695. The successful vendor would be permitted to obtain a James City County business license after award and if required

INSTRUCTIONS FOR OFFERORS

- A. Proposals must be submitted in a sealed package marked "RFP VPRJ 2024-003, Inmate Commissary Services" **or** sent to the previously indicated email address with the RFP number and name in the subject line. Proposals should address all items listed in the evaluation criteria.
- B. "Exhibit A" provides a sample listing of the products to be provided which includes snacks, beverages, hygiene, clothing, and other items.
- C. The pricing of commissary items and the commission offered to the VPRJ shall allow for all applicable delivery charges; extra charges will not be permitted. Delivery of commissary items to the jail shall be not later than five (5) days after placement of orders. All commissary items shall be provided in accordance with Virginia Correctional Institute Standards.
- D. Offerors shall be responsible for the **actual delivery of proposals during business hours to the post office box, the physical address, or the email address previously indicated.**
- E. Four complete "hard copy" sets **and/ or** one electronic version of all required documents shall be submitted.
- F. The Superintendent reserves the right to reject all proposals, to cancel this request for proposals, and to waive "informalities."
- G. The Superintendent will **not** reimburse offerors for any costs associated with the preparation and submittal of any proposal or for any travel and per diem costs that are incurred.
- H. The Superintendent shall make the final decision as to the merits and qualifications submitted by offerors. The decision of the Superintendent shall be final, and only those offerors considered to be qualified shall be considered for negotiations.
- I. The contract term for this service shall be three (3) year initial term with five (5) additional renewal year terms available if mutually agreeable to both parties.
- J. The evaluation team will short-list the offerors whose proposals best demonstrate that they are able to perform the required services. Interviews will be conducted with the top two responsible offerors. The evaluation team will then select the offeror who has best demonstrated that it can meet the needs of the Superintendent and seek to negotiate a contract with that offeror. If a contract cannot be negotiated, then negotiations will continue with the offeror ranked second. After all negotiations have been completed, and a contract has been negotiated, the evaluation team will recommend Award to the VPRJ Board of Directors. Pending the award decision of the Board of Directors, the selected offeror shall agree to enter a contract for the agreed-upon services.
- K. The VPRJ General Terms, Conditions and Instructions to Bidders & Offerors is included herein to provide general vendor requirements related to insurance, licensure, and state procurement law.
- L. All respondents must complete and return the enclosed required bid forms with their proposal.

EXHIBIT A

COMMISSARY ITEMS *as of*

JUNE 30, 2023

ID: _____ Printed Name: _____
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

Revised
6/20/2023

CLOTHING

1001	Shower Shoes Small	4.19
1002	Shower Shoes Medium	4.19
1004	Womens Briefs 6	3.57
1005	Womens Briefs 8	3.57
1006	Womens Briefs 10	3.57
1007	Womens Briefs 12	4.02
1013	Boxer Shorts S	5.60
1014	Boxer Shorts M	5.60
1015	Boxer Shorts L	5.60
1016	Boxer Shorts XL	5.60
1017	Boxer Shorts 2XL	5.77
1018	Boxer Shorts 3XL	5.77
1019	T-Shirt White M	7.86
1020	T-Shirt White L	7.86
1021	T-Shirt White XL	7.86
1022	T-Shirt White 2XL	8.99
1023	T-Shirt White 3XL	10.11
1024	Sport Bra 34	11.19
1025	Sport Bra 36	11.19
1026	Sport Bra 38	11.19
1027	Sport Bra 40	11.19
1028	Sport Bra 42	11.19
1029	Sport Bra 44	11.19
1030	Thermal Shirt M	6.85
1031	Thermal Shirt L	6.85
1032	Thermal Shirt XL	6.85
1033	Thermal Shirt 2XL	7.81
1034	Thermal Shirt 3XL	8.15
1035	Thermal Pants M	6.85
1036	Thermal Pants L	6.85
1037	Thermal Pants XL	6.85
1038	Thermal Pants 2XL	7.81
1039	Thermal Pants 3XL	8.31
1049	Bob Barker Shower Shoes Size 2XL	4.27
1050	Bob Barker Shower Shoes Size Large	4.27
1051	Bob Barker Shower Shoes Size XL	4.27
1054	Bob Barker Heavy White Socks	2.62
1073	Gym Shorts M	6.77
1074	Gym Shorts L	6.77
1075	Gym Shorts XL	6.77
1076	Gym Shorts 2x	6.77
1077	Gym Shorts 3x	6.77
1078	Gym Shorts 4x	7.90
1079	Gym Shorts 5x	7.90
1091	Boxer Shorts 4x1	7.07
1092	Sports Bra 32	11.26
1100	T-shirt White 4x	10.12
1102	T-Shirt White Small	7.86
1180	Orange Clogs size extra small	0.00
1181	Orange Clogs size small	15.96
1182	Orange Clogs size medium	15.96
1183	Orange Clogs size Large	15.96
1184	Orange Clogs size XL	15.96
1185	Orange Clogs size 2-XL	15.96
1186	Orange Clogs size 3-XL	15.96

PERSONAL HYGIENE

2000	Freshmint/NatureMint Fluoride Toothpaste 1.5oz	1.19
2002	Baby Powder 4oz	1.90
2004	Generic Stick Deodorant 2.50oz	3.99
2006	Shampoo Balsam/Protein 4oz	2.55
2007	Coleate toothpaste 2.5oz	3.38
2010	Shave Cream tube	6.20
2012	Maic Shave Cream	6.77
2014	VO5 Conditioner 12oz	3.57
2016	Mouthwash-Alcohol Free	1.68
2021	Lady Speed Stick	3.79
2028	Stavdent Denture Adhesive 2.4oz	4.36
2031	Blue Maic Conditioner 4oz	6.21
2033	Crawford Cocoa Butter Lotion 4oz	2.24
2034	Crawford Shampoo Dandruff 4oz	2.81

2035	Mennen Speed Stick Mens Anti-Perspirant/Deodorant	5.08
2036	VO5 Shampoo 12oz	3.57
2037	Skin Hand & Body Care Lotion 4oz	2.25
2039	Dove Bar Soap	4.53
2045	Bereamot Hair Dressing 3.75oz	2.99
2047	Freshscent 3 in 1 Shampoo, soap, shave 4oz	1.48
2055	Toothbrush Short Handled 3.25"	0.56
2056	VO5 3 in 1 shampoo, conditioner, body 12.5oz	4.53
2062	Freshscent Deodorant Soap 3oz	1.42
2090	Scunci hair tie NO METAL	0.34
2100	Irish Spring Soap	2.13

MEDICAL

2042	Good Sense Cough Drop Honey Lemon	2.81
2044	Universal Naturals Multi-Vitamin	6.78
2066	Foot powder odor & wetness	3.38
4010	Med-First Ibuprofen (generic Advil) 2ct	0.70
4011	Med-First Acetaminophen (generic Tylenol) 2ct	0.70
4022	Turns 8ct Roll	1.42
4026	Med-First Decongestant Tab 2pk	0.73
4032	Hydrocortisone cream	4.36

MISC

4000	Envelope #10	0.14
4003	Eraser Tin	0.22
4005	9x12 Envelope	0.39
4009	BLUE Flex Pen	0.86
4012	Floss Loops	5.64
4013	Stamped Envelope	0.84
4018	Soap Box	0.87
4019	AA Battery 1ea	1.13
4020	AAA Battery 1ea	1.13
4024	Tumbler w/ Lid 22oz	2.81
4027	Cereal Bowl w/ Security Lid	2.12
4031	Chao Stick Lip Balm	1.30
4033	Winter Holiday Card	1.98
4036	Birthday Card	2.02
4037	Thinking of You Card	2.02
4038	Love Card	2.02
4043	Crossword puzzle (RANDOM)	3.38
4047	Bicycle Poker Cards	4.52
4049	Pinochle Cards	2.77
4059	Carmex	3.95
4061	AAA Economy Playing Cards	2.77
4062	Paper Lined Writing Pad - White	1.80
4063	Sketch Pad 8.5x11	3.38
4066	Comb 5" Black	0.29
4069	Word Search (RANDOM)	3.38
4077	Sudoku (RANDOM)	3.38
4083	Club Brush	2.20
4086	Wave Cans	3.40
4085	AM/FM Radio with batteries	42.70
4096	Maxell Ear Buds	10.18
4105	Blank Greeting Card	2.02
4155	Koss Earbuds w/microphone	24.31

CANDY

5000	Chick-O-Stick (K)(S)(V+)	0.73
5003	M&M Plain (K)(S)(V)	1.64
5004	Skittles (S)(V+)	1.64
5005	Tongue Torchers (K)(S)(V+)	2.03
5006	Root Beer Barrels (S)(V+)	1.76
5008	Snickers (K)(S)(V)	1.64
5009	M&M Peanut (K)(S)(V)	1.64
5010	Twix (K)(S)(V)	1.64
5011	Hershey's Milk Chocolate (K)(S)(V)	1.64
5013	Milkv Wav (K)(S)(V)	1.64
5014	Kit Kat (K)(S)(V)	1.64
5015	M&M Peanut Butter (K)(S)(V)	1.64
5016	Snickers Almond (K)(S)(V)	1.64
5020	3 Musketeer (K)(S)(V)	1.64
5022	Reese's Peanut Butter Cup (K)(V)	1.64
5024	Sathers Butterscotch Disks (S)(V+)	1.91
5030	Hershey's Milk Chocolate Almonds (K)(S)(V)	1.64

Virginia Peninsula Regional Jail Gift Packs:

1. A.M. Delight Care Pack \$44.95:

- 2 Keefe Instant Coffee (4.5 oz)
- 5 Cappuccino packets
- 5 Hot chocolate packets
- 1 Creamer (10ct)
- Sweet Sprinkles (10ct)
- 3 Plain Bagels
- 3 Cream Cheese packets
- 1 Mrs. Freshleys Chocolate mini donuts
- 1 2pk Cupcakes
- 1 Iced Honeybun
- 1 Oatmeal variety pack (10ct)
- 1 Pop Tart Strawberry (6ct)
- 1 Pop Tart Brown Sugar (6ct)

2. Female Hygiene Gift Pack \$38.00:

- 1 Dial Soap
- 1 Colgate Toothpaste
- 1 Shave Cream Tube
- 1 VO5 Shampoo (12oz)
- 1 VO5 Conditioner (12oz)
- 1 Mouthwash (Alcohol-free)
- 1 Lady Speed Stick
- 1 Women's Antiperspirant (2oz)
- 1 Cocoa Butter Lotion (4oz)
- 1 Hand & Body Lotion (4oz)
- 1 Short Handled Toothbrush
- 1 Cocoa Butter Soap (5oz)

3. Male Hygiene Gift Pack \$32.00

- 1 Dial Soap
- 1 Colgate Toothpaste
- 1 Shave Cream Tube
- 1 VOD Conditioner (12oz)
- 1 Mouthwash (alcohol-free)
- 1 Cocoa Butter Lotion (4oz)
- 1 Mennen Speed Stick Deodorant
- 1 VO5 Shampoo (12oz)
- 1 Hand & Body Lotion (4oz)
- 1 Short Handled Toothbrush
- 1 Cocoa Butter Soap (5oz)

4. Meal Deal Care Pack \$44.95:

- 5 Chili Ramen
- 5 Chicken Ramen
- 5 Spicy Vegetable Ramen
- 5 Texas Beef Ramen
- 1 Lasagna Pouch (11.25oz)
- 1 Taco Filling Pouch (11.25oz)
- 1 Chili Pouch (11.25oz)
- 1 Saltine Cracker Box (16oz)
- 1 Tortilla Shells (6ct)
- 1 Refried Beans with Jalapeños (8oz)
- 3 Kosher Dill Pickles

5. Meat & Soup Care Pack \$22.00:

- 2 Chili Ramen packs (3oz)
- 2 Texas Beef packs (3oz)
- 2 Hot & Spicy Ramen packs (3oz)
- 2 Chicken Ramen packs (3oz)
- 2 Tuna packs (7.1oz)
- 2 Jack Links Squatch Sticks (1oz)

6. Salty Care Pack \$22.00:

- 2 Doritos LSS bags
- 2 Sour Cream & Onion LSS bags
- 2 Cheetos LSS bags
- 2 Cheetos Flaming Hot LSS bags
- 2 Chili Cheese Fritos LSS bags
- 2 Snyder's Hot Buffalo Pieces (2.25oz)
- 2 Andy Capps Hot Fries (.85oz)
- 2 Hot Peanut Tubes (1.5oz)

7. Soup Lovers Care Pack \$30.00:

- 1 Box Saltines
- 1 Peanut Butter Squeezer
- 1 Jelly Squeezer
- 5 Chicken Ramen
- 5 Cajun Shrimp
- 5 Chili Ramen
- 5 Beef Ramen
- 5 Texas Beef Ramen

8. Sweet Care Pack \$22.00:

- 2 3 Musketeers Candy Bar
- 2 Snickers
- 2 Plain M&M
- 2 Regular Skittles
- 2 Reese's Peanut Butter Cups
- 1 Fire Balls (3oz)
- 1 Now & Laters (3.5oz)
- 1 Jolly Ranchers (3.7oz)
- 1 Duplex cookie tray (5oz)
- 1 Peanut Butter cookie tray (5oz)

9. The Big Deal Care Pack \$104.95:

- 5 Chili Ramen
- 5 Chicken Ramen
- 5 Spicy Vegetable Ramen
- 5 Texas Beef Ramen
- 2 BBQ Chips (6oz)
- 2 Whole Shabang Chips (6oz)
- 2 Hot Hot Hot Chips (6oz)
- 2 Stuffed Jalapeños Chips (6oz)
- 2 Blazin Hot Chips (7oz)
- 1 Chocolate Chips (12oz)
- 1 Assorted Cream Cookies (12oz)
- 1 Oatmeal Variety Pack (10ct)
- 1 Pop Tart Strawberry (6ct)
- 1 Pop Tart Brown Sugar (6ct)
- 1 Cheese Crackers (9oz)
- 1 Wheat Crackers (9oz)
- 1 Honey Graham Crackers (14oz)
- 1 Peanuts (7oz)
- 1 Chicken Breast pouch (4.5oz)
- 1 Lasagna Pouch (11.25oz)
- 1 Beef Stew Pouch (11.25oz)
- 1 Taco Filling Pouch (11.25oz)
- 1 Chili Pouch (11.25oz)
- 1 Twizzlers (5oz)
- 1 Gummie Bears (4.5oz)
- 1 Cinnamon Bears (5oz)
- 1 Atomic Fire Balls (3oz)
- 1 Rootbeer Barrels (4.5oz)

10. Veterans Gift Pack \$80.00

- 1 Famous Amos Cookies (2oz)
- 1 Frito Lay Cheetos
- 5 Chicken Ramen
- 1 Back Country Chili w/ beans pouch (11.25oz)
- 1 Jack Links Meat Stick
- 1 Lays Regular Chips
- 1 Pepper Packets (10 ct)
- 1 Salt Packets (10 ct)
- 5 Microwave Popcorn

SIGNATURE PAGE
(to be completed and returned with your RFP response)

COMPANY NAME: _____

MAILING ADDRESS: _____

**TELEPHONE
NUMBER:** ()

**FAX
NUMBER:** ()

E-MAIL: _____

**PRINTED NAME AND TITLE OF
PERSON AUTHORIZED TO
SIGN FOR ENTITY:**

SIGNATURE: _____

By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP and the General Terms, Conditions, and Instructions to Offerors herein.

******* TO BE COMPLETED ONLY IF AN ADDENDUM IS ISSUED*******

ADDENDUM #1

Signature Certifying Receipt

ADDENDUM #2

Signature Certifying Receipt

VENDOR ELIGIBILITY CERTIFICATION
(to be completed and returned with your RFP response)

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

Name of Official

Title

Firm or Corporation

Please return this page.

It is the intention of the VPRJ to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the VPRJ are non-discriminatory and promote equality of opportunity for all qualified businesses.

PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:

DESIGNATIONS: (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

- **Micro Business** ☐ Yes ☐ No
- **Small Business** ☐ Yes ☐ No
- **Women-Owned Business** ☐ Yes ☐ No
- **Minority Business** ☐ Yes ☐ No
- **Service-Disabled Veteran** ☐ Yes ☐ No

The above information is requested for statistical purposes only.

CONTACT FOR ADMINISTRATION

Name: _____

Office Address: _____

Office Phone Number: _____

Please return this page.

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

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

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

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

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

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

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

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

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

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

Legal Name of Offeror/ Bidder

Date

Authorized Signature

Print or Type Name and Title

Please return this page.

General Terms and Conditions and Instructions to Bidders and Offerors

Application:

These General Terms and Conditions and Instructions to Bidders and Offerors (“Terms and Conditions”) apply to all Invitations for Bids (IFBs) and Requests for Proposals (RFPs) and to all contracts, agreements, purchase order, memoranda of understanding, and any change order, modification or addenda thereto (“Contract”), entered by and between the VPRJ and an individual or entity for goods and/or services. These Terms and Conditions do not apply to Contracts by and between VPRJ and any public body or public agency except to the extent that the parties agree to incorporate these Terms and Conditions, in whole or in part, into said Contract.

Where professional services are procured, as defined in Virginia Code Section 2.2-4301, VPRJ’s General Terms and Conditions for Professional Services shall also apply. In the event of conflict between these Terms and Conditions and those contained in the General Terms and Conditions for Professional Services, the more stringent requirement shall apply, unless otherwise required by law.

Definitions:

For purposes of these Terms and Conditions, the following terms are defined generally as follows:

“**Bidder**” shall mean any individual or entity responding to an Invitation for Bids issued by the VPRJ.

“**Offeror**” shall mean any individual or entity responding to a Request for Proposals issued by the VPRJ.

“**Contract**” shall mean any contract, agreement, purchase order, or memorandum of understanding, and any change order, modification, or addendum thereto.

“**Contractor**” shall mean any individual or entity that has entered into a Contract to provide goods or services to the Virginia Peninsula Regional Jail.

Tax Exemption:

The Virginia Peninsula Regional Jail is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The VPRJ is also exempt from the local 911 tax. A signed certificate to document the VPRJ’s tax-exempt status is available upon request **by the Contractor** to the Finance office.

Ethics in Public Contracting (§2.2-4367 et seq., Code of Virginia):

The Contractor shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this project. The A/E shall not confer on any public employee having official responsibility for this project 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.

1. Authorization to Conduct Business in the Commonwealth. Any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law. A business that enters a Contract, including purchase orders, with the

VPRJ shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. VPRJ may void any Contract with a business entity that fails to remain in compliance with the provisions of this paragraph.

A. 2. Contractor's License: Bidders and Offerors (as required) must be licensed as a Contractor in the Commonwealth of Virginia and/or shall possess any professional license or certification required by state law. Bidders and Offerors are directed to Subtitle II of Title 54.1, Code of Virginia as amended. Bidder or Offeror shall include a copy of its license or certification with the completed bid form.

3. Business License: All businesses who wish to engage in business in James City County must possess a valid James County Business License or must document why they are exempt from licensure. Some businesses who have obtained business licenses from other county jurisdictions are exempt from James County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of Revenue for specific guidance on this issue. This office may be reached at 757-253-6695.

4. Insurance: Any Contractor doing business with VPRJ shall maintain insurance to protect VPRJ from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor or subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia during the entire term of the contract.

Whenever work is to be performed on VPRJ-owned or -leased property or facilities, the contractor shall be required to have the insurance specified with an insurance company acceptable to the VPRJ and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements for the Virginia Peninsula Regional Jail are as follows:

- A. Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to include:
 - 1) Premises/Operations' Liability,
 - 2) Products and Completed Operations Coverage, and
 - 3) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

The Virginia Peninsula Regional Jail must be named and endorsed as an "additional insured" when a Contractor is required to obtain Commercial General Liability coverage.
- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker's Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).
- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

Profession/Service	Occurrence Limit	Aggregate Limit
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000

Asbestos Design, Inspection, or Abatement		
Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner	\$1,650,000	\$3,000,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$500,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Surveying	\$100,000	\$300,000

The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as not less than an amount equal to 5% of the estimated cost of construction of all VPRJ-owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above, the Architect and/or Engineer (A/E) may work with the VPRJ to procure a 'Project Insurance' package for that project which is satisfactory to the VPRJ; or the A/E may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

5. Non Discrimination: The Virginia Peninsula Regional Jail does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4310 and 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

For Contracts, including purchase orders, over \$10,000, Contractor agree 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 other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
- B. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
- C. The Contractor, shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal-opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.
- D. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- E. The Contractor shall include the provisions of paragraphs A – D above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

B. 6. Compliance with Federal Immigration Law: The Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

7. Drug-Free Workplace: During the performance of Contracts, including purchase orders, in excess of \$10,000, Contractors shall agree 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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, 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.

8. Qualifications of Bidder/Offeror: Each Bidder or Offeror shall be prepared to supply evidence of qualifications and capacity to perform work as proposed. Items which may be considered evidence are as follows:

- A. Current financial statement
- B. List of current and past similar contracts
- C. Explanation of methods to be used in fulfilling this contract
- D. Statement of current work load and/or capacity

Additional particular items may be requested as needed by VPRJ. All qualifications shall be received within ten (10) days of request by VPRJ.

9. Competency of Bidder/Offeror:

- A. The Bidder or Offeror if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents. Such evidence shall be presented within a specified time and to the satisfaction of the VPRJ.
- B. Bidders certify that their bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- D. Bids and Contracts issued by the Virginia Peninsula Regional Jail shall bind Bidders to applicable conditions and requirements set forth in the bid boilerplate, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

10. Completing Bid Forms:

- A. Use only the bid form(s) supplied by the VPRJ.
- B. One original signed bid shall be submitted.
- C. All blanks on the bid form(s) shall be filled in completely in ink.

- D. Any interlineation, alteration, or erasure on the bid form shall be initialed by the signer of the bid.
- E. Each bid shall be signed by the person or persons legally authorized to bind the bidder to a Contract, using the legal name of the signer.
- F. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- G. Bidders shall supply all information and submittals required by the bid documents to constitute a proper and responsive bid. Any ambiguity in any bid as a result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the VPRJ.
- H. When an error is made in extending total prices, the unit bid price will govern.
- I. Erasures in bids must be initialed by the Bidder. Carelessness in quoting prices or in preparation of bid otherwise will not relieve the Bidder.
- J. Bidders are cautioned to recheck their bids for possible error.

11. Descriptive Literature: Bidder may be required to submit with bid complete pertinent descriptive literature and specifications fully describing the materials proposed to be furnished.

12. Specifications Exceptions: Exceptions to the specifications or general instructions must be in writing and submitted with the bid form. Exceptions to the specifications contained in bids are specifically discouraged. Bidders should attempt to submit a bid fully conforming to the specifications. Failure to clearly identify any exception may result in disqualification of the bid.

13. Use of Brand Names: The name of a certain brand, make, manufacturer, or definite specification is to set forth to convey to prospective bidders the general style, type, character, and quality of the article desired. Any article that the VPRJ in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose, shall be acceptable.

14. Eligible Vendors: Vendors responding to a request for supplies must be the manufacturer or authorized distributor of all products bid.

15. Delivery Terms: Bid prices must be net, based on delivery to the VPRJ. Prices shall include all applicable freight charges; extra charges will not be allowed.

16. Comments/Questions: Any information relative to interpretation of specifications and drawings shall be requested of the VPRJ, in writing, in ample time before the opening of bids. No inquiries, if received by the VPRJ within five (5) business days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the VPRJ Procurement Agent, will be expressed in the form of an addendum to the specification which will be posted to the websites indicated in the RFP no later than three (3) business days before the date set for receipt of bids. Oral answers will not be authoritative. Comments concerning specifications or other provisions of the bid documents may be directed to Lt. Col. Frank Huotte, Assistant Superintendent, VPRJ, via email to fhutte@vprj.org.

17. Bid/Proposal Delivery: Bids/proposals may be mailed or delivered as directed in the Invitation for Bids or in the Request for Proposals. Please see the specific instructions given in each individual IFB or RFP.

18. Bid/Proposal Preparation: The bid/proposal and any other documents required to be submitted with the bid shall be enclosed in a sealed, opaque envelope. **The envelope must clearly reference the project title and the project number on its face.**

19. Bid/Proposal Receipt: Bids/proposals shall be received before the due date and time stated in the Invitation for Bids or the Request for Proposals. The Bidder/Offeror shall assume full responsibility for taking whatever measures are necessary to ensure that the bid/proposal reaches the location indicated in the solicitation prior to the due date and time set forth in the solicitation. The VPRJ will not be responsible for any bid/proposal delayed in the postal service or any other delivery service nor any late bid/proposal or amendment thereto received after the due date and time set forth in the solicitation. Bids received after the due date and time set for receipt of bids will be returned to the bidder unopened.

20. Opening of Bids: Bids received on time will be opened publicly and read aloud at the time and location specified in the Invitation for Bids. The device or mechanism for establishing the opening time shall be established by the VPRJ

21. Acceptance or Rejection of Proposals:

- A. Requests for Proposals shall be awarded to the Offeror whose proposal most closely meets the evaluation criteria set forth in the Request for Proposals with price as one of the determining factors, but not the sole determining factor. The VPRJ reserves the right to reject the proposal of any Contractor who has failed to perform properly in any way or to complete on time contracts previously awarded, or a proposal from any Offeror who investigation shows is unqualified to perform the Contract.
- B. The VPRJ reserves the right to reject all proposals.
- C. The VPRJ reserves the right to waive any irregularities to the extent permitted by law.

22. Pricing: Prices quoted in Proposals shall be considered but shall not be the sole determining factor in selecting a provider for the required services.

23. Notice of Consideration: Successful offeror(s) will be notified if their proposal has received the highest score(s).

24. Binding Bids/Proposals: Bids/proposals are to be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties or unless otherwise specified in the terms contained in the Invitation for Bids or Request for Proposals.

25. Bid Bond: Bidders shall be required to provide a Bid Bond in an amount equal to 5% of the bid amount. (n/a this RFP VPRJ 2024-003)

26. Withdrawal of Bids:

- a. A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as *opposed* to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. If a bid contains *both* clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing to the Procurement Agent of his or her claim of right to withdraw his

or her bid within two (2) business days after the conclusion of the bid-opening procedure and shall submit original work papers with such notice.

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

- 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the VPRJ Procurement Agent in writing.
- 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the VPRJ Superintendent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, and similar documents. If bid bonds were tendered with the bid, the VPRJ may exercise its right of collection.
- 3) No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing Bidder is more than five percent.

27. Contract Award:

Bid (IFB) -- Award will be made on the basis of information submitted with the bid and based on what is determined to be in VPRJ's best interest, taking into consideration pricing and qualifications of bidders. A written award in the form of a purchase order, acceptance agreement, or formal contract shall result in a binding contract without further action by either party. If a contract or acceptance agreement is used, the same shall be executed by the successful Bidder within ten (10) working days of receipt of notice of award. The bid award shall be approved by the VPRJ's Board of Directors prior to the award of same.

Proposal (RFP) -- A Selection Committee will review and evaluate all proposals submitted in response to a Request for Proposals. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed herein. The Committee shall make a recommendation to the VPRJ Board of Directors, and the Board of Directors shall make the final decision. VPRJ shall be the sole judge as to the merits of qualifications submitted by Offerors. The decision of the VPRJ shall be final. In the event VPRJ determines, in writing and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The following documents, which are included in the Request for Proposals, shall, unless otherwise provided, be incorporated by reference in the resulting Contract and become a part of said Contract:

- A. Virginia Peninsula Regional Jail Solicitation Form/Acceptance Agreement (Cover Sheet),
- B. General Terms, Conditions and Instructions to Bidders and Offerors,
- C. General Terms and Conditions for Professional Services, if applicable,
- D. Special Provisions and Specifications,
- E. Pricing Schedule,
- F. Any addenda/amendments/Memoranda of Negotiations,
- G. Other documents which may be incorporated by reference, if applicable.

28. Notification of Award: Successful Bidders/Offerors will be notified immediately upon acceptance of their bid/proposal.

29. Guarantees & Warranties: All guarantees and warranties required shall be furnished by the successful Bidder/Offeror and shall be delivered to the VPRJ Finance Department before final payment on the Contract

is made. Unless otherwise stated, the manufacturer's standard warranty applies.

30. Permits: Any and all required permits shall be obtained by the successful Bidder/Offeree.

31. Performance Bond and Payment Bond: The successful bidder/ offeror shall be required to provide to the VPRJ a Performance Bond and Payment Bond in an amount equal to the amount of the Contract. **(n/a this RFP VPRJ 2024-003)**

32. Termination for Convenience: A Contract may be terminated in whole or in part by VPRJ in accordance with this clause whenever the VPRJ Superintendent shall determine that such a termination is in the best interest of VPRJ. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

33. Termination of Contract for Cause

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, VPRJ shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of VPRJ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to VPRJ for damages sustained by VPRJ by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the VPRJ from the Contractor is determined.

34. Contract Alterations: No alterations in the terms of a Contract shall be valid or binding upon the Virginia Peninsula Regional Jail unless made in writing and signed by the Procurement Agent or his or her authorized agent.

35. Subletting of Contract or Assignment of Contract Funds: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the Procurement Agent. If the Contractor desires to assign his or her right to payment of the Contract, Contractor shall notify the Procurement Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from his or her obligations or change the terms of the contract.

36. Funding: A Contract shall be deemed binding only to the extent of appropriations available to each Department or Office for the purchase of goods and services.

37. Delivery/Service Failures: Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the VPRJ Superintendent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the VPRJ Superintendent, shall constitute authority for the VPRJ Superintendent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse VPRJ, within a reasonable time specified by the VPRJ Superintendent, for any expense incurred in excess of contract prices. VPRJ shall be entitled to withhold such reimbursement from payments due the Contractor under the Contract. Such purchases shall be deducted from the Contract quantities if applicable. Should public necessity demand it, VPRJ reserves the

right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the VPRJ Superintendent.

38. Non-Liability: The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy, or by any other circumstances which, in the Procurement Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Agent may, at his or her discretion, cancel the contract.

39. Responsibility for Supplies Tendered: Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after the date of notification, VPRJ may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

40. Replacement: Materials or components that have been rejected by the VPRJ Superintendent, in accordance with the terms of a Contract, shall be replaced by the Contractor at no cost to VPRJ.

41. General Guaranty:

Contractor agrees to:

- A. Save the VPRJ, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee, or owner.
- B. Protect the VPRJ against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work, or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of James City County.
- E. Protect the VPRJ from loss or damage to VPRJ-owned property while it is in the custody of the Contractor.

42. Service Contract Guaranty:

Contractor agrees to:

- A. Furnish services described in the solicitation and resultant Contract at the times and places and in the manner and subject to conditions therein set forth, provided that the VPRJ may reduce the said services at any time.
- B. Meet all industry and professional standards and enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- D. Allow services and products to be inspected or reviewed by an employee of VPRJ at any reasonable time and place selected by VPRJ.

- E. The Virginia Peninsula Regional Jail shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the Contract.

43. Indemnification: The Contractor shall indemnify, keep and save harmless the VPRJ, its agents, officials, employees, and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost, and expenses which may otherwise accrue against the VPRJ in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and, the Contractor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against VPRJ in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend VPRJ as herein provided. **This indemnity shall be construed in accordance with Virginia law.**

44. Virginia Freedom of Information Act: All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen or any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act, except as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the VPRJ decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the Contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the VPRJ decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the Contract except as provided in paragraph "C" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- C. Trade secrets or proprietary information submitted by a Bidder, Offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Bidder, Offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any Offeror shall not identify as trade secret or proprietary information their entire completed proposal.
- D. Nothing contained in this section shall be construed to require the VPRJ, when procuring by RFP to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the VPRJ.

45. Applicable Law and Courts: The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and exclusive jurisdiction for the resolution of any dispute arising out of this contract shall be in the Circuit Court of Williamsburg/James City County, Virginia.

46. Payment of Subcontractors: Any contract awarded in accordance with Section 2.2-4352 of the Code of Virginia shall include the following provisions:

1. Within seven days after receipt of amounts paid to a Contractor by the VPRJ for work performed by a subcontractor under the Contract, the Contractor shall take one of the two following actions:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that Contract; or

b. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

2. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.

3. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the VPRJ for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.

4. An interest rate clause stating, "Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month."

Any such Contract awarded shall further require the Contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

A Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the VPRJ. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

47. General Terms and Conditions Controlling: These General Terms and Conditions are controlling, and unless expressly provided to the contrary, any variance or inconsistency with terms elsewhere in the Contract documents shall be resolved in favor of these General Terms and Conditions and if applicable, the VPRJ's General Terms and Conditions for Professional Services.

***End - Revised May 10, 2024**