

**VIRGINIA PENINSULA REGIONAL JAIL  
WILLIAMSBURG, VIRGINIA  
757-820-3915  
DATE: 08/04/2023**



**Request for Proposal 24-VPRJ01**

**COOLING TOWER REPLACEMENT**

**DUE DATE: Time 1:00:00pm, EST**  
Receipt Location: Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

**Pre-Proposal Conference – Mandatory**  
**Date:**  
**August 15, 2023**  
**Time: 10:00:00am, EST**  
Location: Virginia Peninsula Regional Jail

**Question & Answer Deadline Submission**  
**Due Date:**  
**August 18, 2023**  
**Time: 1:00:00pm, EST**

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

Major Robert L. Nester, Director of Support  
Services Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Office: 757-820-3938 Fax: 757-887-1849  
Email: [mester@vprj.net](mailto:mester@vprj.net)

**VIRGINIA PENINSULA REGIONAL JAIL**

9320 Merrimac Trail  
Williamsburg, Virginia 23185  
757-820-3915

**REQUEST FOR PROPOSAL**

**SEALED**

**Issue Date: 08/04/2023**

**RFP #24-VPRJ01**

**Title: COOLING TOWER REPLACEMENTS:**

The Virginia Peninsula Regional Jail (VPRJ) solicits interested Offerors to submit proposals (RFP) to provide Cooling Tower Replacements for Virginia Peninsula Regional Jail.

**Closing Date and Time: 08/23/2023, 1:00:00pm, EST**

**Issuing:** Virginia Peninsula Regional Jail  
Attention: Colonel Roy Witham  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

**Receipt of Proposals:** Sealed proposals will be received until **08/23/2023, 1:00:00pm, EST**, for Furnishing the goods/services described herein. Please submit four (4) copies, Marked **RFP #24-VPRJ01, "COOLING TOWER REPLACEMENT for Virginia Peninsula Regional Jail Facility:**

If proposals are mailed or hand carried, send directly to issuing above. Proposals will **not** be accepted via Fax machine.

**Information:** All inquiries should be directed to Major Robert L. Nester, 757-820-3983, email: [rnester@vprj.net](mailto:rnester@vprj.net).

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

**Terms and Conditions:** ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

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

Name of Firm or Individual: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

VA State Corporation Commission I.D.#: \_\_\_\_\_

**IMPORTANT DATES**

RFP Issued ..... 08/04/2023

Mandatory Pre-Proposal Meeting at VPRJ ..... 08/15/2023

Last Day to submit written questions .....08/18/2023

VPRJ responds to written questions through RFP  
Addendum to be sent to all prospective proposers .....08/21/2023

Deadline to receive SEALED proposals ..... 08/23/2023

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**III**  
**PART 1**  
**STATEMENT OF NEEDS**

**1.0 Introduction**

1.1 **Purpose.** The purpose of this Request for Proposals is to solicit proposals to purchase and install cooling tower replacements, specified herein, at the Virginia Peninsula Regional Jail (‘VPRJ’), located at 9320 Merrimac Trail, Williamsburg, Virginia 23185.

1.2 **Background.** VPRJ is operated by the Virginia Peninsula Regional Jail Board Authority pursuant to the Code of Virginia section 53.1-95.2 and is operated pursuant to the Code of Virginia section 53.1-95.17 and all other applicable laws and statutes. VPRJ services the counties of James City and York and the cities of Williamsburg and Poquoson in the Commonwealth of Virginia.

VPRJ was constructed in 1997, is approximately 166,000 square feet, and has a rated capacity of 290 inmates. All inmates are housed on the ground floor of the building, while visitation booths and additional offices are on the second floor. The facility has three (3) floors total, with the third floor being the communications room. VPRJ is both a direct and indirect supervision facility.

1.3 **Definitions.** Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

A. **Accreditation and Standards Office.** “Accreditation and Standards Office” means the office within the Virginia Peninsula Regional Jail responsible for accreditation and training.

B. **Contract.** “Contract” means the Goods and Services Contract, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

C. **Contractor.** “Contractor” means the Offeror to whom VPRJ awards the Contract.

D. **Inmates.** “Inmates” means all males and females residing at VPRJ or admitted or committed to the care and custody of VPRJ for any purpose. The term shall include prisoners, persons serving a state, county, or federal sentence, and person admitted to VPRJ awaiting trial in any jurisdiction.

E. **Jail Administrator.** “Jail Administrator” means the Superintendent of VPRJ.

F. **Offeror.** “Offeror” means any firm that may choose to submit a proposal in response to this solicitation.

G. **The Jail.** “The Jail” means Virginia Peninsula Regional Jail, located at 9320 Merrimac Trail, Williamsburg, Virginia 23185

H. **VPRJ.** “VPRJ” means Virginia Peninsula Regional Jail, acting through its duly authorized representatives and serving the jurisdictions of the cities of Poquoson and Williamsburg and the counties of James City and York.

1.4 **Pre-Proposal Meeting.** There will be a mandatory pre-proposal meeting at 10:00:00am on 08/10/2023 at Virginia Peninsula Regional Jail located at 9320 Merrimac Trail, Williamsburg,

Virginia 23185.

## **2.0 Requirements and Deliverables**

### **2.1 Scope of Services.**

#### **2.1.1 General.**

##### **A. GENERAL REQUIREMENTS**

The requirements of this Section shall conform to the general provisions of the Contract, including General and Supplementary Conditions, Conditions of the Contract, and Contract Drawings.

##### **B. SCOPE**

Section includes factory-assembled, open-circuit, induced-draft, crossflow and counterflow cooling towers of HDPE, fiberglass or stainless-steel construction.

##### **C. QUALITY ASSURANCE**

Experience: At the time of submission of the proposal, the cooling tower model must have been in standard production for a minimum of one year.

Testing Agency Qualifications: Certified by CTI.

CTI (Cooling Tower Institute) Standards: Provide cooling towers which meet the performance standards of CTI Standards STD-201.

FM Global: Approval and listing in the latest edition of FM Global's "Approval Guide."

ASHRAE/IESNA 90.1 Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6 - "Heating, Ventilating, and Air-Conditioning."

NEMA (National Electric Manufacturers Association) and IEEE Compliance: Provide electric motors which meet the scheduled full load efficiency, per NEMA Standard MGI-12.53a, based on dynamometers testing per IEE 12 Method B.

NFPA Compliance: Comply with applicable provisions of ANSI/NFPA 70 "National Electric Code", pertaining to construction and installation of electrically operated components.

NEMA and UL (Underwriters Laboratories) Compliance: Provide electric motors and products which have been listed and labeled by UL and comply with NEMA standards.

##### **D. DELIVERY AND HANDLING**

Factory assemble entire unit. For shipping, disassemble into as large as practical sub-

assemblies so that minimum amount of field work is required for re-assembly.

Provide protective covering over vulnerable components for unit protection during shipment. Fit nozzles and open ends with plastic enclosures.

Unit shall be stored and handled per Manufacturer's instructions.

- Drain existing Evapco cooling tower #1 & cooling tower #2
- Disconnect Electrical from both cooling towers
- Disconnect/Secure Controls from both cooling towers
- Disconnect 2" water make-up from both cooling towers
- Disconnect the 3" tower and overflow drain from both cooling towers
- Disconnect the 8" top/bottom connection from both cooling towers
- Provide crane/rigging to remove old towers
- Haul away old towers and dispose of based on all EPA regulations
- Provide Crane/Rigging to install two (2) new (150/200) ton Cooling Towers to existing steel beam and vibration isolators
- Re-Pipe from closest supply/return isolation valve to the new towers
- Provide/Install new bypass connection, 1x2 ladder & ladder extension, & sump heaters for the new towers
- New piping will have new fiberglass insulation with aluminum jacketing to be installed on the new towers only.

## **PART 2 - PRODUCTS**

### **2.01 MANUFACTURERS**

A. Acceptable Manufacturers:

1. Marley
2. BAC
3. Evapco
4. Delta
5. REYMSA

B. If equipment manufactured by a manufacturer other than that scheduled is utilized, then the Mechanical Contractor shall be responsible for coordinating with the General Contractor and all affected Subcontractors to insure proper provisions for installation of the furnished unit. This coordination shall include, but not be limited to, the following:

1. Utilizing existing structural supports for units.
2. Piping size and connection/header locations.
3. Electrical power requirements and wire/conduit and overcurrent protection sizes.
4. Cooling Tower physical size on plant layout.
5. Site noise considerations.

### **2.02 GENERAL.**



A. Operation Following Loss of Normal Power:

1. Equipment, associated factory- and field-installed controls, and associated electrical equipment and power supply connected to backup power system shall automatically return equipment and associated controls to the operating state occurring immediately before loss of normal power without need for manual intervention by an operator when power is restored either through a backup power source, or through normal power if restored before backup power is brought on-line.
2. Include means and methods required to satisfy requirement even if not explicitly indicated.

B. Vibration:

1. Rotating assemblies shall be dynamically balanced to achieve a balance level of "good" while complying with industry-standard requirements for cooling towers.
2. Critical speed shall be at least 115 percent of design speed.

**2.03 DESIGN ARRANGEMENT**

- A. Counterflow design with airflow from two or more sides, induced-draft, top-mounted axial fan, and pressurized pipe distribution.

**2.04 CASING AND FRAME**

- A. Casing Material: FRP with UV inhibitors, HDPE with UV inhibitors, or stainless steel, minimum grade 301L.
- B. Frame Material: FRP with UV inhibitors, HDPE with UV inhibitors, or stainless steel, minimum grade 301L .

2.1.2 **Generally.** The Contractor shall provide skilled personnel with all of the necessary qualifications, certifications, and experience to perform the full scope of services requested by this Request for Proposal

**2.2 Security Requirements**

**2.2.1 Background Investigations**

- A. No person assigned by the Contractor to perform services at VPRJ will be allowed into VPRJ until approved by VPRJ. The Contractor shall comply with all policies and procedures of VPRJ concerning work conducted on the VPRJ facility.

### 2.2.2 Security Policies

- A. The Contractor shall comply with all security-related policies and procedures of the jail and shall cooperate, as required by VPRJ, in any investigations arising out of services performed by the Contractor at VPRJ.
- B. The Contractor shall ensure that all of the Contractor's personnel comply with any and all rules, regulations, and procedures of the jail, including all security protocols. The Contractor shall address all questions to the appropriate technical representative of VPRJ. The jail will make available and explain rules, regulations, and procedures governing the entry and conduct of persons working inside the jail during employee orientation. VPRJ may deny entry to any person whom VPRJ staff suspects of a breach of security or for failure to follow published rules, regulations, or procedures. The Contractor shall secure and maintain all equipment, supplies, and materials pursuant to all appropriate accreditation standards; all standards set forth by the Virginia Administrative Code, the Code of Virginia, the VDOC; and any policies and procedure set forth by VPRJ.
- C. VPRJ staff may search persons and personal items of all personnel assigned by the Contractor to work in the jail at any time they are present at VPRJ or on its campus. The Contractor's personnel shall obtain the jail's approval prior to bringing any items into or taking any items out of VPRJ. VPRJ may search or inventory, or both, all equipment, supplies, and materials at any time while on VPRJ grounds. The Contractor shall ensure that each person the Contractor assigns to work in the jail secures all equipment, supplies, and materials as may be directed by VPRJ so as not to present a threat to security or otherwise.
- D. The Contractor and the Contractor's personnel assigned to work at VPRJ shall not bring prohibited items into the jail, assist in attempted escapes or escapes from the jail, or engage in inappropriate/unlawful contact or interactions with Inmates. The Contractor's personnel shall not deliver, receive, or otherwise transfer any item to or from any Inmate at VPRJ. VPRJ will cause violations of this provision to be prosecuted.

2.2.3 **Identification.** The Contractor shall require that each person assigned by the Contractor to work at VPRJ possess a valid government-issued identification card bearing a recent photograph that accurately depicts the person.

## 2.3 Equipment, Supplies, and Utilities Requirements

2.3.1 **Equipment Requirements.** The Contractor shall obtain the prior written approval of VPRJ for any equipment the Contractor intends to bring into or onto the grounds of the jail. The Contractor shall provide all cell phones, pagers, handheld devices, and computer equipment. The Contractor shall keep any equipment provided by the Contractor in properly maintained condition. The Contractor shall pay any and all costs associated with the maintenance, repair, service, and replacement of its own equipment. The Contractor shall be responsible for procurement, replacement, and maintenance of equipment of like or equal value. The Contractor

is responsible for providing all-inclusive medical equipment and products needed to provide medical treatment to Inmates. These items include, but are not limited to, mattresses, linens, medical related clothing and shoes, etc. Upon termination of the Contract, all equipment shall become the property of VPRJ. Destruction of any equipment will be the sole responsibility by the Contractor. Procurement and disposal of equipment shall be coordinated through the VPRJ designee.

2.3.2 **Equipment Use by Personnel.** The Contractor shall not permit personnel to operate equipment in the jail in the performance of services under this Contract until such personnel have completed training in the use of such equipment. The Contractor shall bear the responsibility for any loss or damage to any VPRJ-owned equipment made available to the Contractor pursuant to Section 2.9.1. The Contractor shall only use the VPRJ premises and the equipment made available pursuant to Section 2.9.1. for the performance of obligations under the contract.

3.0 **Tab 5 – Offeror History.** This tab should include a comprehensive narrative history of the Offeror’s organization, including its size, the number of years it has been in business, its legal structure, its organization chart, and its particular expertise in providing the medical services required by this Request for Proposals. This section of the proposal must contain the following organization information and data for the Offeror’s organization:

A. If a corporation:

1. The state of incorporation;
2. The date of incorporation;
3. The principle place of business;
4. The Federal I.D. number;
5. Whether the corporation is a Subchapter S corporation;
6. The name, position, address, and number of years in position of each officer and director; and,
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and,
4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

C. If a partnership:

1. The state in which the partnership was formed;
2. The date formed;
3. The type of partnership; and,
4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

D. If a joint venture:

1. Date of formation;
2. Name and address of each joint venture partner;
3. The name and address of the principals of each joint venture partner; and,
4. The percentage of interest of each joint venture partner.

- E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.
- F. This tab should provide the Offeror's total number of employees.
- G. This tab should state whether the Offeror has operated under another name within the past ten (10) years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.
- H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.
- I. This tab must include the following statement signed by the Offeror's contractually binding authority:

“By submitting its proposal, (Insert Legal Name of Offeror), (The “Offeror”) certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and VPRJ's announcement of its decision to award the Contract, the Offeror will furnish VPRJ with any changes or additions to such information necessary to ensure that this remains accurate, complete, and up-to-date.”

3.1 **Tab 6 – Experience.** This tab should describe in detail the Offeror's experience in the following areas:

- A. As an organization formed and maintained for the purpose of providing the services described in this Request for Proposals;
- B. As the prime or general contractor managing the provision of the services described in this Request for Proposals in correctional facilities similar to VPRJ;
- C. Specify corporate experience in providing correctional health care. Include information such as number of employees employed by the corporation, annualized dollars of payroll, and number of years in business;
- D. Describe previous and current contracts including client's name, address, telephone number, date of original contract and expiration date, number of renewals (if applicable), and type and size of facility;
- E. Specify currently operated facilities that are accredited. Please include the name of the facility, accrediting agency (e.g. American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC)), and include dates of re-accreditation; and,
- F. Describe experience with similar contracts and highlight evidence of achievements in this area.

3.2 **Tab 7 – References.** This tab must include contact information for all correctional facilities for which the Offeror has provided and managed the provision of all of the services described in this Request for Proposals for at least one (1) year during the past five (5) years. The required contact information includes i) the name of the organization with which the Offeror contracted, ii) the name and type of the facility, iii) a brief description of the services provided to the organization

for the facility iv) when the contract commenced and the duration of the contract, v) the name and the title of a contact person (who should be the contract administrator) knowledgeable about the Offeror's performance, vi) the contact person's mailing address, telephone number, and e-mail. By signing this proposal, the Offeror grants its consent for VPRJ to contact the Offeror's references for purposes of evaluating the Offeror for this procurement and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

- 3.3 **Tab 8 – Project Approach.** This tab should describe in detail the Offeror's approach for providing each and every service and deliverable required by this Request for Proposals. This description should include, but by no means be limited to, the Offeror's proposal for furnishing the following documents:
- A. Detailed description of Offeror's management process and program approach that will allow for achieving program goals and objectives;
  - B. Describe how services will be delivered to the Inmate population and the roles of your staff in the delivery system;
  - C. Discuss fiscal management practices of your program that would benefit VPRJ; and,
  - D. Explain what VPRJ would gain by retaining your company.
- 3.4 **Tab 9 – Subcontracting.** This tab should identify any of the required services that the Offeror intends to subcontract, if any, providing the following information for each such service:
- A. Reasons for subcontracting;
  - B. Proposed subcontractor responsibilities; and,
  - C. Identity of proposed subcontractors including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant information.
- 3.5 **Tab 10 – Litigation History.** The Offeror must submit a listing of all legal claims, closed and pending, relating to Inmate health services, problems or disputes over the Offeror's performance on contracts or projects held during the past ten (10) years, specifying the jurisdiction of the case and type of case (i.e. state tort claims, malpractice, civil rights – individual verses class action, etc.). Cases should be separated by type of litigation, i.e. state tort, malpractice, federal civil rights violation cases (identified as individual or classification), or related to contract terms, termination, breach, or failure to perform. The Offeror must provide information on any legal settlements within ten (10) years as well with the dollar amount listed and terms of the agreement described. The same must be provided for any firms proposed as subcontractors to the Offeror. The Offeror must also specifically disclose any jails, prisons, counties, cities, or states operating a jail or prison the Offeror as sued.
- 3.6 **Penalties.** Specific penalties are set forth in Addendum D attached herein for non-compliance with specific deliverables set forth in this RFP.
-

**4.0 Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting Offerors for negotiation pursuant to this Request for Proposals

**Criteria Weighting**

- A. **Capital Cost** – 30 points.
- B. **Experience/References** – 30 points.
- C. **Equipment Reliability** – 20 points.
- D. **Extended Warranty/Preventative Maintenance** – 20 points.

**Total: 100 Points**

**4.1 References:** Each proposal shall include equipment and service organization references. A minimum of three (3) equipment references and three (3) service organization references shall be provided. Equipment and service organization references will be scored (0 to 100%) based upon the quantity of the references, applicability of the references (similarity of the equipment operated by the reference to the proposed equipment), and the quality of the reference (satisfaction level of the contact individual). In addition, the Owner may contact up to two (2) other Institutional Peers for their experiences with similar equipment.

**IV. PART 2**  
**INSTRUCTIONS TO OFFERORS**

1.0 **Interpretations.**

1.1 **Explanations to Offerors.**

1.1.1 **Inquiry.** All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten (10) business days prior to the closing date and directed to the Contracting Officer identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the Offeror should notify the Contracting Officer by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each Offeror may have different needs for information, that Offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contracting Officer determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

1.1.2 **Form of Explanation.** No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the Contract. Any explanation, interpretation, or modification of the Request for Proposals that is pertinent to all solicited Offerors will be made only by an addendum duly issued by VPRJ, a copy of which will be mailed or delivered to each Offeror known to have received the Request for Proposals. VPRJ shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of VPRJ before the expiration of the ultimate time set for the receipt of proposals.

1.1.3 **Addenda.** From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by VPRJ will be provided copies of addenda. If an Offeror fails to acknowledge any addendum that i) has a material effect on the proposal (i.e. that relates to price, quantity, quality, or delivery) and ii) is not merely administrative, VPRJ may consider that Offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The Offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by VPRJ. The Offeror shall be solely responsible for verifying the existence of all addenda items.

1.2 **No Contact Policy.** Any contact with any VPRJ officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in Section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the Offeror from this procurement.

1.3 **Other Documents.** The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request from Proposals. This Request for Proposals also includes a sample of VPRJ's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of incorporated into this Request for Proposals.

## 2.0 **Preparation of Proposals**

- 2.1 **General Requirements.** The Proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposals must be consecutively numbered. To be considered substantive, the proposal must respond to requirements of this part of the Request for Proposals. Information supplied must be current and up-to-date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the Offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.
- 2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements set forth in the Request for Proposals.
- 2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the Offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the Offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.
- 2.4 **Faith-Based Organizations.** VPRJ does not discriminate against faith-based organizations. By signing its proposal, the Offeror, if a faith-based organization, agrees that it understands the requirements of the Code of Virginia section 2.2-4343.1.
- 2.5 **Licenses, Permits, and Fees.** All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits, or fees required by VPRJ or the Commonwealth of Virginia.
- 2.6 **Public Inspection of Records.**
- 2.6.1 **In General.** All proceedings, records, contracts, and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen for the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.
- 2.6.2 **Inspection by Offerors.** Any 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 VPRJ decides not to accept any of the proposals and to reopen the Contract. Otherwise, proposal records shall be open to public inspection only after award of the Contract.
- 2.6.3 **Proprietary Information.** Pursuant to the Code of Virginia section 2.2-4342(F), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided the Offeror i) invokes



the protections of the Code of Virginia 2.2-4342(F) prior to or upon submission of the data or other materials, i) identifies the data or other materials to be protected, and iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or propriety is cause for VPRJ to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to VPRJ. Classifying budgets and price quotations as “proprietary” or “confidential” is cause for VPRJ to reject the proposals.

2.7 **Use of Brand Names.** Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the Offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the Offeror’s pricing is for the article mentioned and not an approved equal, and the offeror will be required to deliver the exact article specified. VPRJ shall decide, in its sole discretion, if a proposed equal will be approved.

2.8 **Descriptive Literature.** Each Offeror shall submit with its proposal descriptive literature of equipment or supplies that the Offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by VPRJ and should no mention be made to the contrary, the description shall be construed to mean that the Offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with VPRJ’s specifications, and VPRJ will evaluate the Offeror’s proposal accordingly.

## 2.9 **Exception**

- A. An exception is any condition, limitation, qualification, restriction, term or other deviation from the requirements of the Request for Proposals that is a condition of the Offeror’s proposal or that the Offeror expects to become part of a contract with VPRJ. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an Offeror during the evaluation stage or the negotiation stage of the procurement process.
- B. The Offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:
  - 1. If the Request for Proposals is one for “information technology” as defined in the Code of Virginia section 2.2-2006, the Offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the Offeror is selected for negotiations, the Offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.
  - 2. If the Request for Proposals is one for architectural or professional engineering services, the Offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to the Code of Virginia, section 2.2-1132 until after the qualified Offerors are ranked for negotiations. If the Offeror is selected for negotiations, the Offeror shall state any exception to any proposed contractual term or conditions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

- C. If the Offeror fails, neglects, or refused to note any exception in the manner and at the time required by this section, the Offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

### 3.0 **Warranties and Representations of Offeror**

- 3.1 **Compliance with Request for Proposals Documents.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that the Offeror is in compliance with all terms and conditions of this Request for Proposals.
- 3.2 **Ethics in Public Contracting.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that i) it has not violated any provisions of federal law or the Code of Virginia, ii) its proposal is made without any understanding, agreement, or connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer, or subcontractor in connection with its proposal and iv) it has not conferred on any public employee having official responsibility for this procurement transaction of any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value was exchanged. The Offeror further warrants and represents that no officer, employee, or other person whose salary is payable in whole or in part by VPRJ is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits there of. In addition, the Offeror warrants and represents that the provisions of the Code of Virginia section 2.2-4367 – 2.2-4377 pertaining to Offerors, Contractors, and subcontractors apply to this Request for Proposals and any resulting Contract. The Offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that VPRJ may award to the Offeror and the Offeror shall pay to VPRJ the full price agreed by VPRJ to be paid for the supplies, materials, equipment, or services to be furnished under its proposal.
- 3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents that the Offeror is of lawful age and that no other person, firm, corporation, or joint venture has any interest in this proposal or in the Contract proposed to be entered.
- 3.4 **No Debts Owed.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that it is not in arrears to any entity, be it private or government; is not a defaulter, as surety or otherwise, upon any obligation to any entity, be it private or government; and has not been delinquent or unfaithful in any former contract with any entity, be it private or government.
- 3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that neither its organization nor any of its officers, directors, partners, or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.
- 3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that it is in compliance with the provisions of Section 2.3 (“Anti-Kickback Provision”) of the General Terms and Conditions including within

this Request for Proposals and, further, that the Offeror's firm has no business or personal relationships with any other companies or person that could be considered as a conflict of interest or potential conflict of interest to VPRJ, and that there are no principals, officers, agents, employees, or representatives of the Offeror's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to VPRJ, pertaining to any and all work or services to be performed as a result of this Request for Proposals and any resulting contract with VPRJ.

### 3.7 **State Corporation Commission Registration**

3.7.1 **Generally.** State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall 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. Any business entity described above that enters into a contract with VPRJ shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of the Contract.

3.7.2 **Form Required.** Each Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any 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 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Each Offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.

3.7.3 **Warranty.** By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that all information the Offeror submits on its completed State Corporation Commission Form is true and complete at the time the Offeror submits its proposal and will remain true and complete through the duration of any contract between VPRJ and the Offeror that results from this Request for Proposals. The Offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation on the State Corporation Commission Form provided) is streamlined and not definitive and VPRJ's use and acceptance of such form, or its acceptance of the Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon the Offeror as demonstrating compliance.

### 4.0 **Submission of Proposals**

4.1 **Copies.** Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the Offeror's contractually binding authority. In addition, offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.

- 4.2 **Labeling.** All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:
- A. Proposal for;
  - B. Request for Proposal No.;
  - C. Name Offeror;
  - D. Address of Offeror; and,
  - E. Receipt and Closing Date.
- 4.3 **Recipient.** All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet to the Contracting Officer identified on the Cover Sheet.
- 4.4 **Transmittal Letter.** The proposal should include a transmittal letter that lists the following:
- A. Firm's Name;
  - B. Firm's Address;
  - C. Contact Name and Telephone Number; and,
  - D. Fax Number and E-mail Address.
- 4.5 **Closing Date.** To be considered, a proposal must arrive at the address set forth in Section 4.3 ("Recipient") on or before the time and date set forth on the Cover Sheet to this Request for Proposals. VPRJ will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The Offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as a result of a request by the Contracting Offeror shall not be considered a violation of this section.
- 4.6 **Multiple Proposals.** An Offeror may submit more than one (1) proposal. At least one (1) of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.
- 4.7 **Separate Proposals.** Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its discretion VPRJ may decline to consider such proposals.
- 4.8 **Return of Proposals.** All proposals submitted pursuant to this Request for Proposals will become the property of VPRJ and will not be returned.
- 5.0 **Evaluation and Selection Process**
- 5.1 **Opening of Proposals.** At the designated time and date, the Contracting Officer will open and list the proposals for the record. This is not a public opening. The proposals, if responsible, will then be forwarded to the Scoring Committee to initiate the review and selection process. Responses received after the date and time specified in Section 4.5 ("Closing Date") will be deemed non-responsive and will be returned unopened.

- 5.2 **Initial Scoring of Proposals.** A scoring committee established by the Jail Administrator of VPRJ will review the proposals submitted by each Offeror. The scoring committee will score each proposal based on the evaluation and selection criteria set forth in the Request for Proposals. VPRJ intends that this scoring result in the selection of two (2) or more Offerors deemed fully qualified, responsible, and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services for discussions in accordance with Section 5.3 (“Discussions with Offerors”). VPRJ reserves the right to conduct any test it deems advisable and to make all evaluations pursuant thereto it deems necessary.
- 5.3 **Discussions with Offerors.** VPRJ shall engage in individual discussions with two (2) or more Offerors deemed in the evaluation conducted under section 5.2 (“Initial Scoring of Proposals”) fully qualified, responsible, and suitable on the basis of the proposals submitted and with emphasis on professional competence to provide the required services. VPRJ may engage in repetitive informal interviews with Offerors. The Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, VPRJ may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information submitted by competing Offerors pursuant to the Code of Virginia, Section 2.2-4342(F) shall not be disclosed to the public or to competitors (Code of Virginia, Section 2.2-4301).
- 5.4 **Final Ranking of Offerors.** At the conclusion of the discussions outlined in Section 5.3 (“Discussions with Offerors”) and on the basis of the evaluation and selection criteria set forth in the Request for Proposals and all information developed in the selection process to this point, VPRJ shall select in the order of preference two (2) or more Offerors whose professional qualifications and proposed services are deemed most meritorious (Code of Virginia, Section 2.2-4301).
- 5.5 **Conduct of Negotiations.** Negotiations shall be conducted beginning with the Offeror ranked first. If a contract satisfactory and advantageous to VPRJ can be negotiated at a price VPRJ considers fair and reasonable, VPRJ shall award the Contract to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations with the Offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. However, should VPRJ determine 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 (Code of Virginia, Section 2.2-4301)
- 6.0 **Award and Execution of Contract**
- 6.1 **Award**
- 6.1.1 **In General.** VPRJ will make the award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to VPRJ, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

- 6.1.2 **Multiple Awards.** VPRJ reserves the right to make awards under this Request for Proposals to more than one (1) Offeror if VPRJ determines that doing so is in the best interests of VPRJ. If VPRJ makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that Offeror.
- 6.2 **Rejection of Proposals.** VPRJ reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of VPRJ to be in its best interest.
- 6.3 **Nondiscrimination in Award.** VPRJ shall not discriminate against any Offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.
- 6.4 **Notice of Award.** A contract is awarded only when the Jail Administrator signs the Contract. The Contracting Officer may provide notice of VPRJ's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the EVA and VPRJ's webpage. A notice of intent to award means that VPRJ intends to award the Contract to the Offeror named in the notice ten (10) calendar days after the notice is posted. Offerors are responsible for monitoring either or both websites for content posted thereon.
- 6.5 **Contractual Obligation.** The proposal submitted by the selected Contractor and this Request for Proposals shall become an attachment to the Contract signed by VPRJ and the selected Offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of ninety (90) days from the closing date of this Request for Proposals. VPRJ may undertake negotiations with Offerors whose proposals show them to be qualified, responsible, and capable of performing the work in accordance with the stated criteria. VPRJ shall not be liable for any costs incurred by Offerors in connections with the preparation of submission or proposals and related materials of negotiations.
- 6.6 **When Contractual Obligation Arises.** No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful Offeror and VPRJ.
- 6.7 **Contract Execution Requirements.** Upon notice of the award of a contract pursuant to this Request for Proposals, the successful Offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contracting Officer, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The Offeror shall furnish VPRJ with the signed contract and the required insurance documents within fifteen (15) calendar days after the date of the notice of award or within such further time as VPRJ may allow. Once VPRJ has received this signed contract and insurance documents from the successful Offeror, VPRJ's representative will then sign the Contract. The signature of VPRJ's Jail Administrator or his designee on the Contract constitutes the award of the Contract.

**END OF INSTRUCTIONS TO OFFERORS**

**V. PART 3**  
**GENERAL TERMS AND CONDITIONS**

**1.0 Duration of Contract**

**1.1 Commencement and Expiration.** This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire three (3) years later, unless terminated earlier in accordance with the provisions of this Contract.

**1.2 Extension of Contract.** VPRJ reserves the right to extend the Contract for any reason(s) for a period or periods up to but not to exceed twelve (12) months. This extension clause may be exercised when VPRJ determines that an extension of the Contract is advantageous to VPRJ. Any extension beyond twelve (12) months will be subject to section 1.3 (“Renewal”). This provision in no way affects or alters the ability of VPRJ to renew the Contract consistent with Section 1.3 (“Renewal”). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

**1.3 Renewal.** VPRJ may, at its sole option, renew this Contract for up to five (5) – one (1) – year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least sixty (60) calendar days before the expiration of the preceding term.

**2.0 Contractor Responsibilities**

**2.1 Independent Contractor.** The Contractor shall provide the services required under this Contract as an independent contractor.

**2.2 Advertising.** The Contractor shall not use any indication of its services to VPRJ for commercial or advertising purposes unless written permission is obtained prior to. The Contractor may list VPRJ as a reference account for prospective customers.

**2.3 Anti-Kickback Provision.** The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, VPRJ shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**2.4 Century Compliance.** The Contractor warrants that the hardware, software, and firmware products, provided for use by VPRJ or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in combination, shall successfully process, store, and perform calculations with dates regardless of the century in which the dates occur.

**2.5 Compliance with Laws.** The Contractor shall comply with the provision of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract shall obtain all necessary licenses and permits thereunder.



## 2.6 **Contractor Misrepresentation**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to VPRJ, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

## 2.7 **Drug-Free Workplace**

2.7.1 **Policy.** VPRJ is a drug free work place. VPRJ will not contract with any contractor that fails to follow this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to i) educate its employees about the dangers of drug abuse in the work place, ii) provide its employees with effective drug counseling, rehabilitation, and employee assistance programs, any or all, iii) discipline employees who violate the requirement of a drug-free work place, and iv) minimize, to the greatest extent possible, the risks of drugs entering the work place. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of this Contract.

2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.

## 2.8 **Human Rights**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code, Annotated, Title 42, Section 2000e-2, which states in part:

- “a. It shall be an unlawful employment practice for an employer:
- 1) To fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
  - 2) To limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, or national origin.”

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark, or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall

defend, hold harmless, and indemnify VPRJ from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

- 2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for VPRJ except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the Jail Administrator with a resume of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The Jail Administrator will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.
- 2.11 **Property of Work**
- 2.11.1 **Work Product.** Any material, report, or product, which in electronic or paper form that results from the execution of this Contract shall be the sole property of VPRJ. The Contractor shall not copyright any material, reports, or other product. Upon request, the Contractor shall turn over all work papers and related documents to VPRJ.
- 2.11.2 **VPRJ Property.** Any data or material with which VPRJ furnishes the Contractor shall remain the property of VPRJ. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to VPRJ or destroy such data or material using a method approved by VPRJ.
- 3.0 **Payment**
- 3.1 **Basis.** VPRJ shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.
- 3.2 **Schedule.** The Contractor shall invoice VPRJ on a schedule in accordance with the Contract Documents.
- 3.3 **Terms.** VPRJ shall pay for the Contractor as follows: Net 30 days.
- 3.4 **Subject-to-Appropriations.** All payments and other performance by VPRJ under this Contract are subject to annual appropriations by the participating localities; consequently, this Contract shall bind VPRJ only to the extent that the participating localities appropriate sufficient funds for VPRJ to perform its obligations hereunder.
- 3.5 **When VPRJ Obligated to Pay.** VPRJ shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.
- 3.6 **Offset Clause.** VPRJ may withhold the payment of any claim or demand by any person, firm, or corporation against VPRJ until any delinquent indebtedness or other liability due to VPRJ from such person, firm, or corporation shall first have been settled and adjusted.
- 3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State, and Local Taxes. VPRJ shall not be liable for the payment of any taxes levied by any Local, State, or Federal government entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should VPRJ nevertheless pay any such taxes, the Contractor shall reimburse VPRJ therefor.

- 3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable VPRJ purchase order number, and the Contractor’s Federal Taxpayer Identification Number. Such invoices shall be sent on the first of the month preceding Services and shall be paid within thirty (30) days of receipt. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable VPRJ to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, VPRJ may reject and return the invoice unpaid. The Contractor shall submit the original invoice to VPRJ’s Department of Finance at either:

accountspayable@vprj.net

or

Virginia Peninsula Regional Jail  
Director of Finance  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

VPRJ prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the “Requester” identified on the purchase order at the “Ship To” address identified on the purchase order.

- 3.9 **Payment by ACH.** The Contractor agrees that VPRJ may make all payments to the Contractor, at the option of VPRJ, of any or all amounts due under this Contract through the Automated Clearing House network.

#### 4.0 **Indemnification and Insurance**

- 4.1 **Indemnification.** The Contractor shall indemnify, defend, and hold harmless VPRJ, its officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts, or intentional acts of the Contractor, its officers, agents, and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to person or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents, or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify VPRJ, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses, or expenses, including but not limited to court costs and attorneys’ fees, which any of them may suffer, pay, or incur as the result of claims or suits due to, arising out of, or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by VPRJ, assume and defend at the Contractor’s sole expense any and all such claims or legal actions.
- 4.2 The VPRJ shall indemnify, defend, and hold harmless the Contractor, its officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses (including court costs and reasonable attorneys’ fees) arising from any material default or breach by VPRJ of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts, or intentional acts of VPRJ, its officers, agents, and employees.

Further, VPRJ shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of VPRJ, its subcontractors, its agents, or its employees under or in connection with this Contract. VPRJ shall hold harmless and indemnify the Contractor, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which any of them may suffer, pay, or incur as the result of claims or suits due to, arising out of, or in connection with any and all such damage, real or alleged. VPRJ shall, upon written demand by the Contractor, assume and defend at VPRJ's sole expense any and all such claims or legal actions.

4.3 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement, and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

4.3.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither VPRJ shall be responsible therefor.

4.3.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

- A. Subrogation against VPRJ shall be waived;
- B. VPRJ, and its officers, agents, and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability;
- C. Coverage will not be canceled, non-renewed, or materially modified in a way adverse to VPRJ without thirty (30) days' written notice to VPRJ; and,
- D. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

4.3.3 **Evidence to be Furnished**

4.2.3.1 **Endorsements.** The Contractor shall furnish VPRJ with a copy of the policy endorsement listing VPRJ, and its officers, employees, agents, and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this Section 4.2 ("Insurance"). The Contractor shall furnish VPRJ with copies of such other endorsements as may be required under this Contract upon request by VPRJ therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish VPRJ with a certificate of insurance evidencing the above coverage, indicating that VPRJ, and its officers, employees, agents, and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed, or materially modified in a way adverse to VPRJ without thirty (30) days' written notice to VPRJ. All certificates of insurance shall show the Contract Number assigned to this Contract by VPRJ.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish VPRJ with copies of insurance contracts or policies required by this Section 4.2 ("Insurance") unless requested at any time by the Jail Administrator.

4.3.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this Section 4.2 (“Insurance”):

- A. Commercial General Liability Insurance with a combined limit of not less than \$1,000,000.00 per occurrence;
- B. Automobile Liability Insurance with a combined limit of not less than \$1,000,000.00 per occurrence;
- C. Statutory Workers’ Compensation and Employers’ Liability Insurance with the Alternate Employer Endorsement WC 000301; and,
- D. For professional services, Professional Liability Insurance with limits consistent with coverage for medical service providers.

#### 5.0 **Assignment, Delegation, and Subcontracting**

5.1 **By VPRJ.** VPRJ may assigned their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to this Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 **By Contractor.** The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of VPRJ. Further, the Contractor shall not assign, sublet, or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger consolidation, assignment, or any other even that would result in new or different ownership, control, operation, or administration of the Contractor’s business affairs without the prior written consent of VPRJ.

5.3 **Subcontracting.** This Contract shall not be subcontracted without the prior written approval of the Jail Administrator.

#### 6.0 **Remedies and Termination**

6.1 **Default.** In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, VPRJ, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to VPRJ.

6.2.1 **Notice.** VPRJ may terminate this Contract with cause at any time for the Contractor’s failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by deliver of written notice to the Contractor of the intent of VPRJ to so terminate. Such notice shall be delivered at least seven (7) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 **Cure.** If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of VPRJ, indicated in writing to the Contractor, during this seven (7) calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, VPRJ shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by VPRJ up to the time of termination and only upon delivery to VPRJ of all completed or partially

completed work performed by the Contractor. VPRJ shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

#### 6.4 **Termination by Contractor**

6.4.1 **Notice.** The Contractor may terminate this Contract if the participating localities do not appropriate sufficient funds for VPRJ to perform its obligations under this Contract by delivery of written notice to VPRJ of the Contractor's intent to so terminate. Such notice shall be delivered at least forty-five (45) calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If VPRJ cures the non-appropriation of funds by appropriating sufficient funds during this forty-five (45) calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

#### 7.0 **Dispute Resolution**

7.1 **Governing Law.** All issues and questions concerning the construction, enforcement, interpretation, and validity of this Contract, or the rights and obligations of VPRJ and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws, rules, or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 **Construction and Interpretation.** Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

#### 7.3 **Contractual Claims**

7.3.1 **Notice and Submission.** The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim was based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the Jail Administrator no later than sixty (60) days after final payment (See Code of Virginia, Section 2.2-4363(A)).

- 7.3.2 **Required Contents of Claim Submission.** The Contractor's claim submission shall i) set forth the primary, secondary, and indirect claim issues in a clear, concise manner, ii) identify the specific contract provisions, schedule impact, and cost consequences related to each claim issue, and iii) include all factual data supporting the claim as well as all support cost and delay data. The Jail Administrator, in his sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.
- 7.4 **Forum and Venue Choice.** Any and all disputes, claims, and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state Court located in James City County, Virginia. The Contractor accepts the personal jurisdiction of any Court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction – and venue – related defenses to the maintenance of such action.
- 8.0 **Miscellaneous Provisions**
- 8.1 **Audit.** VPRJ reserves the right to audit all aspects of this Contract, including but not necessarily limited to i) the Contractor's financial capability and accounting system, ii) the basis for progress payments, iii) the Contractor's compliance with applicable laws, and iv) appropriate vendor records. VPRJ further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by VPRJ are based on records of time, salaries, materials, or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the Greater Williamsburg Area.
- 8.2 **Captions.** This Contract includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles shall not affect the construal, interpretation, or meaning of this Contract.
- 8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- 8.4 **Merger/Entire Agreement.** This Contract, including the exhibits incorporated here in, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between VPRJ and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between VPRJ and the Contractor regarding this Contract's subject matter shall be of any effect.
- 8.5 **Modifications.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a Contract Modification signed by the authorized representatives of VPRJ and the Contractor in accordance with VPRJ's Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, VPRJ and the Contractor hereby agree that: i) no individual or entity shall be considered, deemed, or otherwise recognized to be a third-party beneficiary of this Contract ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than VPRJ or the Contractor; iii) no individual or entity shall obtain any right to make any claim against VPRJ or the Contractor under the provisions of this Contract; and iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase “individual or entity” means any individual or entity including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors, and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices**

8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by anyone (1) or combination of the following, which ever shall first occur: i) delivered by hand to the last known business address of the person to whom the notice is due; ii) delivered by hand to the person’s authorized agent, representative, or officer wherever they may be found; or, iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to VPRJ shall clearly indicate the Contract Number assigned to this Contract by VPRJ and shall be directed to:

Colonel Roy Witham  
Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor’s proposal.

8.7.3 **Cooperative Procurement.** The awarded Contract(s) may be extended, with the authorization of the Contractor, to other public bodies, public agencies or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract. The Contractor shall deal directly with public bodies utilizing the Contract concerning issuances of purchase orders, contractual disputes, invoicing and payment. Virginia Peninsula Regional Jail acts only as the “Contracting Agent” for these public bodies.

It is the Contractor’s responsibility to notify public bodies of the availability of the Contract. Other public bodies desiring to use the Contract shall make their own legal determination as to whether the use of the Contract is consistent with their laws, regulations, and other policies. Other public bodies if mutually agreed may add terms and conditions required by their statutes, ordinances, and regulations, to the extent that they do not conflict with the Contract’s terms and conditions. Virginia Peninsula Regional Jail shall not be held liable for any costs or damages incurred by other public bodies as a result of any Contract extended to other public bodies by the Contractor.

**END OF GENERAL TERMS AND CONDITIONS**



**VI. ATTACHMENT A**

**PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP 2024-VPRJ01. 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**

**VII. ATTACHMENT B**

**PRE-PROPOSAL CONFERENCE REGISTRATION FORM**

Offeror/Company 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:	_____

**VIII. ATTACHMENT C**

**REFERENCES**

List five (5) client references providing information described below. Offeror must provide at least two current references from a Virginia Regional Jail.

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

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

Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

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

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

Contract Start: \_\_\_\_\_ Contract End: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_