



REQUEST FOR PROPOSALS TITLE PAGE

Meherrin River Regional Jail Authority Request for Proposals No. 01-FY2018

Proposal Title: *Internet and WAN Services*

The Meherrin River Regional Jail Authority, the ("Jail") is issuing this Request for Proposals No. 01-FY2018, issued September 13, 2017. Direct requests for information to: Jennifer Derrenbacker, Finance Director; Phone: 434-949-6700; Fax: 949-434-0180; email: jderrenbacker@mrrj.org. **Sealed proposals will be accepted until 2:00 p.m., September 27, 2017.** Proposals received after the stated due date and time shall not be considered. **In compliance with VA Code Section 2.2-4343.1, the Jail Authority does not discriminate against faith-based organizations.**

There will be a **pre-proposal meeting and tour held September 18, 2017 at 10:00 A.M.**

Written questions will be accepted at the pre-proposal meeting and accepted until September 20, 2017. All questions/requests for information shall be submitted in writing, addressed to: Meherrin River Regional Jail, Jennifer Derrenbacker, ATTN: RFP No. 01-FY2018, P.O. Box 10, Alberta, VA 23821 and to be assured consideration, must be received by 2:00 p.m., September 20, 2017. Questions may be faxed to 434-949-0180 or sent by email to jderrenbacker@mrrj.org. Changes to this Request for Proposals will be made only by written addendum issued by Meherrin River Regional Jail.

Submit Proposals: **BY MAIL TO:**

Meherrin River Regional Jail, Shelley Slaughter, P.O. Box 10, Alberta, VA 23821

BY HAND DELIVERY OR EXPRESS CARRIER TO:

Meherrin River Regional Jail, Shelley Slaughter, 9000 Boynton Plank Road, Alberta, VA 23821

The Proposer certifies that the proposal, as submitted, complies with all Terms and Conditions as set forth in this Request for Proposal covering Internet and WAN Services as related for Meherrin River Regional Jail.

The Proposer also 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.

In compliance with this Request for Proposals and all the conditions imposed therein, the undersigned offers and agrees to furnish the goods/services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiations. By my signature below, I certify that I am authorized to bind the Offeror in any and all negotiations and/or contractual matters relating to this Request for Proposals. Sign in ink and type or print requested information.

My signature certifies that this firm or individual has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Jail, and that there are no

principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or person that could be considered as a conflict of interest or a potential conflict of interest to the Jail, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Jail.

INCLUDE PAGES 1 AND 2 OF THIS RFP AS THE FIRST 2 PAGES OF YOUR PROPOSAL RESPONSE

THIS PROPOSAL RESPONSE IS SUBMITTED BY:

Full Legal Name of Offeror: _____

Mailing Address: _____

Remittance Address (If Different): _____

Fed ID or Soc. Sec. No. _____

Date: _____

Phone: () _____

Fax: () _____

Signature: _____

Title: _____

(Person signing must be authorized to bind the Offeror in contractual matters)

(Applicable to Partnership/Corporation)

Typed/Printed Name: _____

A contractor organized as a stock or non-stock 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 or as otherwise required by law. Any business entity described in this subsection that enters into a contract with a public body pursuant to Virginia Code § 2.2-4311.2 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 cancelled at any time during the term of the contract.

Bidders or Offerors possessing an identification number issued to it by the State Corporation Commission shall provide the identification number below.

Virginia State Corporation Commission Number: _____

OR

Check here ___ if authorization is not required, and explanation is included.

Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.

INDICATE THE TYPE OF BUSINESS:

_____ Individual Trading in Own Name
_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")

_____ Partnership
_____ Corporation

CORPORATE SEAL:

1. INTRODUCTION

1.1 Issuing Agent

The Meherrin River Regional Jail (MRRJ) is soliciting proposals from qualified vendors capable of providing internet and WAN services that will meet the current and future needs of the Jail.

1.2 RFP Definitions

For the purpose of clarity, terms are defined as follows for this document

1.2.1. MRRJ: Meherrin River Regional Jail.

1.2.2. Alberta Facility: The main jail facility at 9000 Boydton Plank Road, Alberta, VA 23821.

1.2.3. Mecklenburg Facility: The satellite jail facility at 600 Prison Road, Boydton, VA 23917.

1.2.4. Offeror: A vendor responding to this RFP and presenting Internet & WAN Services.

1.2.5. Contractor: The vendor awarded this RFP and who will have full responsibility of the project through completion.

1.2.6. Subcontractor: A person, company, or entity working under the direction of the Contractor.

1.2.7. Go-Live Date: The date when the system should be fully functional.

1.2.8. Internet: The global communication network that allows almost all computers worldwide to connect and exchange information.

1.2.9. WAN: Wide Area Network, a telecommunications/computer network that extends over a geographical distance.

1.3 The Jail seeks the most cost effective and quality oriented solution to meeting the service requirements; therefore, Offerors are encouraged to be creative and resourceful in proposing their most cost effective and efficient programs.

1.4 The Offerors shall be subject to all applicable local, Federal and state licensing and certification requirements. This shall be accomplished at the Contractor's expense, with no expense to the Jail. The Contractor shall comply with all applicable local, Federal and state laws, rules and regulations.

1.5 Terms of Engagement

The initial term of this contract shall be for five (5) years from the date of the contract, with the option to renew for five (5) additional one year periods, upon mutual consent of the parties of the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract. For future contract periods, price increases shall be limited to the percentage increase in the Consumer Price Index, Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items for the most recently published twelve months as published by the U.S. Department of Labor, Bureau of Labor Statistics. The base price to which any adjustments will be made shall be the prices in effect during the contract term to the proposed term. The Contractor shall provide the MRRJ Finance Department written notice of its intention to terminate the contract, or not to renew the contract, at least 120 days prior to the proposed termination or renewal date of the Contract. This contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor as provided in the Notification paragraph below.

The notice of termination shall state to the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered and services successfully completed prior to the termination date. If funds are not appropriated for this contract for any fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds are appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for the cancellation of termination charges.

1.6 Procurement

The Contractor shall be responsible for equipment and services required by the RFP. The contractor shall provide internet access that will efficiently support the current and future needs of the two jail facilities maintained by the Meherrin River Regional Jail or the system shall consist of internet access from the Alberta Facility and WAN services between the Mecklenburg and Alberta Facilities. Subcontractors, if any, shall be identified in the Proposal with a complete description of their role relative to the vendor. This RFP defines the requirements needed to satisfy the RFP. The vendor must submit a proposal which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, experience and facilities in place to provide the necessary services in conformance with the requirements described in this RFP, subsequent contract, and Statement of Work.

1.7 Inquiries

Prospective vendors may make written, fax, or email inquiries concerning this RFP to obtain clarification of requirements. Email is the preferred method of communication for this process. No inquiries will be accepted after the date and time specified in Section 1.8.1 of this RFP. Questions shall be submitted to:

Jennifer Derrenbacker
Meherrin River Regional Jail
9000 Boydton Plank Road
Alberta, VA 23821
PHONE: (434) 949-6700
FAX: (434) 949-0180
EMAIL: jderrenbacker@mrrj.org

1.8 Project Schedule

1.8.1 Dates

The following dates have been identified as target dates associated with this solicitation:

1.8.1.1 RFP Issue:	9/13/2017
1.8.1.2 Pre-proposal Meeting and Tour	9/18/2017
1.8.1.3 RFP Questions Deadline:	9/20/2017
1.8.1.4 Proposals Due From Vendors:	9/27/2017 by 2:00 pm
1.8.1.5 Discussion with Selected Offerors:	TBD
1.8.1.6 Award of RFP:	11/2/2017
1.8.1.7 System Go-Live Date:	1/1/2018

1.8.2 Pre-Proposal Conference

A Pre-Proposal Conference for all vendors interested in submitting a proposal will be held as set forth in Section 1.8.1 above at the Meherrin River Regional Jail located at 9000 Boydton Plank Rd., Alberta, VA, 23821. The purpose of the pre-proposal conference is to answer questions about the RFP and the services to be provided hereunder. Written questions received prior to the Pre-Proposal Conference will be addressed during this meeting. While attendance is not mandatory, it is encouraged. All interested vendors will be provided with a copy of the minutes of the Pre-Proposal Conference by addenda.

1.8.3 Facilities Tour

Vendors will be afforded the opportunity to tour data rooms and points of demarcation after the pre-proposal meeting. The purpose of the tour will be to allow the vendors to develop a better understanding of the jail infrastructure and specific requirements of this project. Marketing activities shall not be conducted during the tour.

1.9 Deadline for Vendor Questions

The deadline for vendor questions relating to this RFP is stated in Section 1.8.1 above. This will allow for adequate time to respond and disseminate questions and responses to the vendors of record.

1.10 Proposal Closing Date

To be considered, one (1) original and five (5) copies of the proposal, each prominently marked, must be received at the MRRJ office by the date specified in Section 1.8.1 above. The MRRJ Office address is:

Meherrin River Regional Jail
Attention: Shelley Slaughter
9000 Boydton Plank Rd, PO Box 10
Alberta, VA 23821

The envelope or container must clearly be marked on the outside with “RFP No. 01-FY2018 –Internet and WAN Services”. It is the responsibility of the vendor to ensure that the proposal is received in the MRRJ office on or before the deadline and stamped accordingly. Vendors mailing proposals shall allow ample time for mail delivery to ensure timely receipt of the proposals. Email and facsimile proposals will not be accepted. PROPOSALS RECEIVED AFTER THE ABOVE CUT-OFF DATE AND TIME WILL NOT BE CONSIDERED.

Proposals received after the submission deadline shall be returned unopened and will not be considered. The Authority is not responsible for delivery delays and the clock at the Jail Finance Department shall indicate the official time of receipt. Facsimile or electronically mailed proposals are not acceptable and will be rejected. Each proposal shall be signed, or include a cover letter signed, by an authorized company representative who has authority to bind the company.

Any alterations, interlineation or erasure of the proposal must be initialed by the signer of the proposal, guaranteeing authenticity.

A proposal, including all prices, may not be withdrawn, modified or canceled by the vendor for a period of sixty (60) days following the proposal deadline and the vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.

1.11 Addenda

Any necessary additions or corrections to this RFP, including vendor questions and facility responses, will be made by written addenda and issued to all vendors of record. Addenda become part of the RFP.

1.12 Disclaimer

All information in this RFP is based on the best data available. MRRJ, however, does not warrant the accuracy of this information or the underlying data. Each vendor bears the responsibility for making its own assessment of the information and asking questions according to the procedures outlined above.

1.13 Oral Presentations

Selected vendors will be given the opportunity to provide an oral presentation and/or on-site demonstration of the proposed system. MRRJ will schedule such presentations.

1.14 Incurred Expenses

The vendor shall be responsible for all costs associated with responding to this RFP, including proposal preparation and submission as well as travel costs incurred in connection with presentation or other pre-award procedures.

1.15 The firm must provide a State Corporation Commission Registration Number with their proposal, or indicate why one is not required.

2. SCOPE OF SERVICES

2.1 Offerors shall include in the Proposal a description of any significant task not listed in the Scope of Services which they know to be necessary either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Jail.

2.2 The Jail may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon. The change must be approved by the Finance Director and a Contract Addendum and/or Purchase Change Order issued by the Finance Department to change the contract.

2.3 The scope of services consists of the following:

2.3.1 General

Meherrin River Regional Jail desires to procure internet and WAN services that will meet the current and future needs of the Jail. The preferred provider would use a modern technology platform that allows for fast broadband technology (e.g. fiber). The proposed system should be scalable to embrace the opportunity and ability of growth and speed as future needs of the Jail change.

2.3.2 Specific Requirements:

The Contractor shall meet all requirements set forth by state, Federal and/or local laws and regulations within the facility, to include record keeping and cash handling/management. The Contractor shall meet all related requirements necessary to comply with the standards for the Virginia Department of Corrections (VADOC) and American Correctional Association (ACA). The Contractor shall furnish, without extra charge, any additional materials and/or labor as may be required for compliance with these laws, rules, and /or regulations though such materials and/or labor are not specifically set forth in the Request for Proposals documents.

2.4 Prime Contractor

The vendor selected for the project shall act as the “Prime Contractor” on the project. MRRJ will contract with only one vendor for the delivery and installation of the systems as outlined in this RFP.

2.5 Subcontractor

The selected vendor will assume full responsibility for the work performed by its subcontractors, their agents, employees, and all persons performing work under the project contract.

2.6 Jail Facilities

2.6.1.1 Background

The Meherrin River Regional Jail is a state-of-the-art adult detention facility that serves three member jurisdictions: Brunswick County, Dinwiddie County, and Mecklenburg County. There are two facilities. Our main facility is located in Alberta, Virginia and has a housing capacity of 697 inmates. The satellite facility is located in Boydton, Virginia and has a housing capacity for 80 inmates.

2.6.1.1.1 Facility Locations

The Alberta Facility is located at 9000 Boydton Plank Road, Alberta VA, 23821. The Mecklenburg Facility is located at 600 Prison Road, Boydton, VA 23917.

2.7 Current Services

The Alberta Facility currently has 10 mbps internet access over carrier-class fiber optics. The Mecklenburg Facility has 20 mbps WAN access over carrier-class fiber optics. The fiber optics demark in each facility and then translate to the Jail's routers, firewall, and switches. The internal infrastructure is Cat6.

2.8 Desired Minimum Services

At a minimum, the Jail wishes to have:

- 2.8.1 50 mbps bandwidth internet access at the Alberta Facility
- 2.8.2 50 mbps bandwidth WAN access at the Mecklenburg Facility.
- 2.8.3 Fiber optic preferred however, the Offeror can offer other solutions and alternatives
- 2.8.4 Since the VCIN and LIVESCAN data traverse the Jail's internet connection, the Offeror shall have a four hour service level agreement which is mandated by the Virginia State Police.

2.9 Alternatives and Value Added Services

- 2.9.1 The Offeror is encouraged to suggest alternatives to the desired minimum services as long as they still meet the purpose of the RFP.
- 2.9.2 In addition to desired minimum services, the Offeror may propose and offer additional value-added services that can enhance their service or the Jail's operation.
- 2.9.3 In addition to the desired minimum services, the Offeror may also include any other relevant information.

3. GENERAL PROPOSAL INFORMATION

3.1 Vendor Contact

The vendor shall identify a single point-of-contact for vendor information concerning its response.

3.2 Proposal Response

The vendor shall submit one (1) original proposal along with five (5) copies of the original proposal as outlined in Section 1.10. The copies shall include all maps, drawings, prints, etc. as included in the original.

3.3 Proposal Format

The proposals shall have each section divided and appropriately labeled. The format and sections of the proposal shall conform to the structure outlined below. A tab identifying the section number shall

separate each section of the proposal response. While additional data may be presented as “Section 11”, the following subjects must be included. They represent the criteria against which the Proposal will be evaluated. The format of the proposal package shall be:

Table of Contents

Title Sheet – Request for Proposals Title Pages, pages 1 and 2 of this RFP

Section 1 - Executive Summary

Section 2 - Corporate and Subcontractor Qualifications and References

Section 3 – Proposed System Overview

Section 4 - Implementation Plan and Project Schedule

Section 5 - Testing

Section 6 - Costs and Pricing

Section 7 – Warranty and Maintenance

Section 8 – Drawings, Specification Sheets, etc.

Section 9 – Insurance Documentation

Section 10 - References

- 3.4 Vendors shall address, in written form, each numbered section and sub-section of this RFP. If the Vendor takes exception to a specific section, it shall fully describe the exception thereto.
- 3.5 Section 10 – References: The vendor shall supply a minimum of three (3) references that are similar in size and scope as the proposed service.
- 3.6 Proposals shall be organized in the exact order in which the requirements are presented in the RFP and must be page numbered.
- 3.7 The response must be complete and comprehensive, but with a corresponding emphasis on being concise and clear.
- 3.8 Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Poor quality copies of materials will be rejected.
- 3.9 Proposal Evaluation Criteria
- Proposals will be evaluated based on:
- 3.9.1 Cost of Services
- 3.9.2 Overall suitability of the proposed service meeting the requirements of this RFP.
- 3.9.3 Vendor Qualifications
- 3.10 Evaluation Process
- Following the receipt of proposals, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the evaluation criteria stated herein. Negotiations shall then be conducted with the Offerors so selected, and MRRJ shall select the Offeror, which in its opinion, has made the best offer. Should MRRJ determine in writing that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Notice of award shall be posted on Meherrin River Regional Jail’s website.
- 3.11 Information to Be Submitted with Proposals
- To the extent permitted by law, proposers may request in writing non- disclosure of confidential data. Such data shall accompany the proposal, be clearly identified, and placed in a sealed envelope clearly

marked "Confidential Data" and state why protection is necessary. It shall be submitted with the proposal and shall be readily separated from the proposal. Any request to keep the entire proposal confidential cannot be honored.

All proposals are open to negotiation until a contract is executed.

The Authority is not liable for any costs incurred by the proposer in preparing a response to this solicitation. Proposers submit proposals at their own risk and expense. The Authority makes no guarantee that any products or services will be purchased as a result of this solicitation, and reserves the right to reject any and all proposals. All proposals and their accompanying documentation will become the property of the Authority.

No award or acquisition can be made until authorized officials of the Authority approve such action.

The Authority will not be obligated to the vendor for products or services until authorized Authority officials have a signed contract and/or issued a purchase order.

The Authority does not make payment upon signing of a contract or issuance of a purchase order. Payment is only made after receipt and acceptance of goods and/or services. Partial payment arrangements may be made but final payment will not be made until completion of all aspects of the contract resulting from this request for proposal.

The successful vendor must be a reputable, established and financially stable provider of the goods and/or service requested. The Authority requires assurance that the vendor has a high probability of remaining in business during the term of the contract resulting from this request.

4. INSURANCE REQUIREMENTS

Each and every contract must meet minimum insurance specifications in order to protect the Jail's interest and/or as evidence of compliance with Virginia State Law.

GENERAL REQUIREMENTS: Before commencing work, the successful service provider or contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance, acceptable to the Meherrin River Regional Jail, that it has procured and will maintain, at its own expense, until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion", insurance in the kinds and amounts hereinafter specified. The Meherrin River Regional Jail is defined as Meherrin River Regional Jail, its agents, officers and employees.

A Certificate of Insurance acceptable to the Jail must meet the following requirements:

- List the type of insurance coverages and acceptable limits, as required by the Jail.
- Name the certificate holder as Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA 23821.
- Name the Jail, its agents, officers, and employees (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to the Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, VA 23821.

- Insurance carriers should be admitted in the State of Virginia, unless an exception is approved by Jail
- The Certificate of Insurance shall be submitted to the Meherrin River Regional Jail Authority for compliance review, approval and retention at least thirty (30) days prior to the start of work.

SPECIFIC INSURANCE REQUIREMENTS: The following are the minimum insurance types, documentation and limits acceptable to the Jail:

INSURANCE COVERAGES, DOCUMENTS AND MINIMUM LIMITS

<u>Coverage and Documents</u>	<u>Limits</u>
A. Professional Liability Insurance	\$1,000,000 Each Occurrence or Claim \$2,000,000 General Aggregate
B. General Liability (GL)	\$1,000,000 Each Occurrence \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations \$2,000,000 General Aggregate \$50,000 Fire Damage Legal Liability \$5,000 Medical Expense
C. Auto Liability	\$1,000,000 Combined Single Limit
D. Excess/Umbrella Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate
E. Workers' Compensation and Employers Liability CE-200, C-105.2, or SI-12	Statutory Limits
F. Disability Benefits CE-200, DB-120.1, DB-820/829 or DB-155	Statutory Limits

5. CONTRACT PERIOD

The contract resulting from this request for proposals shall be for five (5) years with five (5) additional one (1) year options for renewal, or portions thereof, to be exercised exclusively at the Jail's option.

6. GENERAL TERMS AND CONDITIONS

6.1 Independent Contractor

The Offeror is an independent contractor and nothing contained in the Contract shall constitute or designate the Offeror or any of its agents or employees as employees of the Jail.

6.2 Rejection and Award of Proposals

The Jail reserves the right to accept or reject any or all proposals, to waive informalities, and to reissue any request for proposals and to award contracts to multiple Offerors.

6.3 Foreign and Domestic Businesses Authorized to Transact Business in the Commonwealth

- 6.3.1 In accordance with Virginia Code § 2.2-4311.2, 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 or as otherwise required by law.
- 6.3.2 Any bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized.
- 6.3.3 Any bidder or Offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by Meherrin River Regional Jail Authority.
- 6.3.4 Any business entity that enters into a contract with a public body 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 cancelled at any time during the term of the contract.
- 6.3.5 The Jail may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.4 Contract Termination

- 6.4.1 Unless specified otherwise, any resultant contract may be terminated by the Jail, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Offeror or as provided in the Notification paragraph below. The notice of termination shall state the extent to which performance shall be terminated. The Offeror shall be paid for all goods delivered or services successfully completed prior to the termination date.
- 6.4.2 If funds are not appropriated for this contract for any Jail fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the Jail shall not be liable for future payments or for cancellation or termination charges.

6.5 Ownership of Documents

- 6.5.1 All finished or unfinished information or materials, documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by or for the Offeror under any resultant contract shall, at the option of the Jail, become Jail property and shall be delivered to and remain the property of the Jail upon completion of the work or termination of the Contract. The Jail shall have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Offeror.
- 6.5.2 Any documents or other materials provided to the Offeror by the Jail shall be returned to the Jail upon delivery of the final products and/or services. Any art work, negatives, proofs, or other materials produced by the Offeror in order to supply the products or services contracted for shall become the property of the Jail and shall be sent to the Jail upon delivery of the final products and/or services unless otherwise requested by the Jail. Failure to deliver the art work, negatives, proofs, or materials shall be cause for withholding any payments due.

6.6 Licenses and Permits

The Offeror shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the Jail.

6.7 Royalty and License Fees and Copyright, Trademark and Patent Protection

6.7.1 In submitting its proposal response, the Offeror certifies that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this Request.

6.7.2 Unless specified otherwise in the Contract, the Offeror shall pay all royalty and license fees relating to the items covered by the contract.

6.7.3 In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Offeror shall indemnify and hold harmless the Jail from any cost, expense, damage or loss incurred in any manner by the Jail on account of such alleged infringement.

6.8 Taxes

The Jail is exempt from Federal Excise and State Sales and Use Tax on all tangible personal property purchased or leased by it for its use or consumption. The Offeror shall pay all Jail, City, State and Federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be added to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Jail shall be held harmless for same by the Offeror. Exemption certification will be supplied upon request.

6.9 Acceptance of Goods/Services

Goods/services delivered shall remain the property of the Offeror until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Jail. The goods/services must comply with the specifications and terms and conditions of the Request and be of the highest quality. In the event the goods/services supplied to the Jail are found to be defective or not to conform to specifications, the Jail reserves the right to cancel the Contract upon written notice to the Offeror and return products to Offeror at the Offeror's expense.

6.10 Contract Changes

Any changes to the Contract must be approved through issuance of a written contract addendum or change order. The Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.

6.11 Payment for Services

Payments to the Offeror shall be made within thirty (30) days after receipt of an approved invoice, with invoices submitted no more often than monthly, unless other payment and/or billing terms are specified in the Contract. Invoices shall be numbered. Backup documentation for each invoice shall be provided in detail satisfactory to the Jail. The Offeror's records and documentation supporting such invoices shall be made available to the Jail upon reasonable request. The Offeror agrees to retain all records, documents and support materials relevant to the Contract for a period of five (5) years following final payment.

6.12 Damage to Property

The Offeror shall be responsible for damages to property caused directly or indirectly by its actions or omissions in performing its work under the Contract. The Offeror shall repair to properly working order or replace, to the Jail's satisfaction, any property damaged directly or indirectly by its actions or omissions.

6.13 Compliance with all Requirements

The Offeror shall comply with all applicable Federal, State and Local laws and regulations. The Offeror shall give

notice as required and comply with all laws, ordinances, rules, regulations, and lawful orders of any entity having authority over the performance of the work.

6.14 Legal Proceedings

The resulting contract shall be governed by the laws of the Commonwealth of Virginia. Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Brunswick County General District Court or the Brunswick County Circuit Court.

6.15 Additional Services

The Jail may add to the Scope of Services or make changes in the Scope of Services any services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a price mutually agreed upon.

6.16 Subcontracting and Assignment of Work

6.16.1 The Offeror shall not subcontract or assign the Contract, in whole or in part, other than that specifically stated in the Contract, without the express written consent of the Jail. A description of any work the Offeror proposes to subcontract shall be submitted to the Jail for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractor shall be coordinated by the Offeror and the Offeror will be responsible to the Jail for all work performed by any subcontractor or special consultant.

6.16.2 The Jail will, during the term of this Agreement, have the right of reasonable rejection of staff or subcontractors assigned to the project by the Offeror. If the Jail reasonably rejects staff or subcontractors, the Offeror must provide replacement staff or subcontractors satisfactory to the Jail in a timely manner and at no additional cost to the Jail. The day-to-day supervision and control of the Offeror's employees shall be solely the responsibility of the Offeror.

6.17 Notification

Any notice required by the Contract shall be effective if given by registered mail, return receipt requested, to the Offeror in the name and at the address given in its proposal submission; provided that change of address shall be effective if given in accordance with this paragraph. Unless otherwise specified, any notice to the Jail shall be given to the Meherrin River Regional Jail, Superintendent, P. O. Box 10, Alberta, Virginia 23821. The Offeror agrees to notify the Jail immediately of any change of legal status or of address. Any notice provided in accordance with this paragraph shall be deemed to have been completed five (5) calendar days after the date of mailing.

6.18 Severability

Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.

6.19 Nondiscrimination and Drug-Free Workplace

The Offeror agrees as follows:

6.19.1 The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by State law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

6.19.2 The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.

6.19.3 Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.19.4 The Offeror agrees to (i) provide a drug-free workplace for the Offeror'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 Offeror'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 Offeror that the Offeror maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

6.19.5 The Offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

6.20 Payments To Contractors

In accordance with Virginia Code Section 2.2-4301, the Offeror agrees that:

6.20.1 Should any subcontractor be employed by the Offeror for the provision of any goods or services under this Contract, the Offeror agrees to the following:

- (1) The Offeror shall, within seven (7) days after receipt of any payments from the Jail pursuant to this Contract, either:
 - (a) Pay the subcontractor for the proportionate share of the total payment received from the Jail attributable to the goods or services provided by the subcontractor; or
 - (b) Notify the Jail, as applicable, and the subcontractor, in writing, of the intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Written notice to the Jail shall be given to: Meherrin River Regional Jail Superintendent, P.O. Box 10, Alberta, VA 23821.
- (2) The Offeror shall pay interest to the subcontractor, at the rate of one (1) percent per month on all amounts owed to the subcontractor that remain unpaid after seven (7) days following receipt of payment from the Jail for goods or services provided under this Contract, except for amounts withheld under subparagraph immediately above.
- (3) The Offeror shall 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.
- (4) The Offeror's obligation to pay an interest charge to a subcontractor shall not be an obligation of the Jail.
- (5) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

6.21 Contractual Claims

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Offeror's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to the Superintendent, Meherrin River Regional Jail, 9000 Boydton Plank Road, Alberta, Virginia 23821 and shall include a description of the factual basis for the claim and a statement of the amounts claimed or

other relief requested. The Superintendent shall render a decision on the claim and shall notify the Offeror within thirty (30) days of receipt of the claim. The Offeror may appeal the decision of the Chairman of the Meherrin River Regional Jail Authority by providing written notice to the Meherrin River Regional Authority, within fifteen (15) days of the date of the decision. The Authority Board shall render a decision on the claim within sixty (60) days of the date of receipt of the appeal notice and such decision shall be final unless the Offeror appeals the decision in accordance with the Virginia Public Procurement Act. Invoices for all services or goods provided by the Offeror shall be delivered to the Jail no later than thirty (30) days following the conclusion of the work or delivery of the goods.

6.22 Ethics in Public Contracting

6.22.1 The provisions contained in Virginia Code Sections 2.2-4367 through 2.2-4370, the Virginia Public Procurement Act, shall be applicable to all contracts solicited or entered into by this Jail. A copy of these provisions may be obtained from the Finance Director upon request.

6.22.2 The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the State and Local Government Conflict of Interests Act (Title 2.2, Chapter 31 of the Virginia Code), the Virginia Governmental Frauds Act (Title 18.2, Chapter 12, Article 1.1 of the Virginia Code) and prohibitions against bribery and related offenses (Title 18.2, Chapter 10, Articles 2 and 3 of the Virginia Code). The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

6.23 Audit

6.23.1 The Offeror shall maintain books, records and documents of all costs and data in support of the services provided under the resultant contract for a period of not less than five (5) years after the effective date of final payment or contract termination. During this five (5) year term, the Jail, or its authorized representative, shall have unlimited access to, and the right to audit, the books, records and documents of the Offeror during the Offeror's normal working hours.

6.23.2 There shall be no fees or costs charged to the Jail by the Offeror for any such audit activities.

6.23.3 The Offeror shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods or services pursuant to this Contract so as to guarantee the Jail's rights to audit any person or entity performing work pursuant to the Contract, all at no additional cost to the Jail. Should the Offeror fail to ensure the Jail's rights under this section, the Offeror shall be liable to the Jail for all reasonable costs and expenses the Jail may incur to obtain an audit or inspection of the records which would have otherwise been available under the provisions of this section.

6.24 Precedence of Documents

The precedence of documents shall be as follows: the Contract, the Request for Proposals and the Offeror's response to the Request for Proposals.

6.25 Indemnification

To the fullest extent permitted by law, the Offeror, for itself, heirs, representatives, successors and assignees agrees to save, defend, keep harmless and indemnify the Jail and all of its officials, agents and employees (collectively, the "Jail") from and against any and all claims, loss, damage, injury, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Offeror's performance (or nonperformance) of the agreement terms or its obligations under any resultant agreement. Meherrin River Regional Jail will not agree to indemnify the Offeror.

6.26 Employment of Illegal Aliens

The selected firm does not, and shall not during the performance of this contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6.27 Warranties

Any goods or services furnished by the selected firm under the contract shall be covered by the most favorable

warranties provided by the selected firm to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to MRRJ. The selected firm agrees that if such warranties are in any respect breached, the selected firm will pay to MRRJ the full contract price agreed to by MRRJ for the supplies, materials, equipment or services furnished under the RFP.

6.28 Extension of Contract Term

The Meherrin River Regional Jail, at its discretion, may extend the final contract term or final contract renewal term of the resultant Contract for a period of not more than six months, unless specifically stated otherwise in the solicitation.

6.29 Faith-based Organizations

In compliance with VA Code Section 2.2-4343.1, the Meherrin River Regional Jail does not discriminate against faith-based organizations.