



REQUEST FOR PROPOSALS TITLE PAGE

Meherrin River Regional Jail Authority Request for Proposals No. 01-FY2021

Proposal Title: *Vending Services*

The Meherrin River Regional Jail Authority, the (“Jail”) is issuing this Request for Proposals No. 01-FY2021, issued August 31, 2020. Direct requests for information to: Jennifer Derrenbacher, Finance Director; Phone: 434-949-6820; Fax: 434-949-0180; email: jderrenbacher@mrrj.org. **Sealed proposals will be accepted until 2:00 p.m., September 30, 2020.** 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.**

All questions/requests for information shall be submitted in writing, addressed to: Meherrin River Regional Jail, Jennifer Derrenbacher, ATTN: RFP No. 01-FY2021, P.O. Box 10, Alberta, VA 23821 and to be assured consideration, must be received by 2:00 p.m., September 15, 2020. Questions may be faxed to 434-949-0180 or sent by email to jderrenbacher@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 Boydton Plank Road, Alberta, VA 23821

An original, marked “Original,” and five (5) copies, marked “Copy” of the full unredacted proposal shall be submitted in printed format. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacher@mrrj.org. Proposal number and closing date must be printed on the outside of the sealed envelope.

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 Vendor 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

_____ Partnership

_____ Individual Trading Under Trade Name

_____ Corporation

(Individual and Trade Name must be listed below as "legal name")

CORPORATE SEAL:

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1. GENERAL INFORMATION

1.1 **PURPOSE:** To establish a contract to provide vending machines (snacks/drinks) to Meherrin River Regional Jail located at 9000 Boydton Plank Road in Alberta, Virginia and for the satellite facility located at 600 Prison Road in Boydton, Virginia on an “as needed” basis at no cost to the facility. Machines are to be located in the staff break room, staff dining hall, and lobby, to include the installation, stocking, and maintenance of installed machines. The Alberta facility has 1 drink machine and 1 snack machine in the staff dining hall, 2 drink machines and 1 snack machine in the staff break room and 1 drink machine and 1 snack machine in the lobby. The Boydton facility has 1 drink machine and 1 snack machine in the staff break room. The contract resulting from this RFP shall provide for various types and sizes of vending machines for use by the facility’s employees and the general public during normal business hours.

1.2 RFP Definitions

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

1.2.4. Offeror: A vendor responding to this RFP.

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.

1.3 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 two (2) years from the date of the contract, with the option to renew for three (3) 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 prior 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 60 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 cancellation of termination charges.

1.6 Procurement

The Contractor shall be responsible for equipment and services required by the RFP. 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. The contractor shall provide vending services that will efficiently support the current and future needs of the two jail facilities maintained by the Meherrin River Regional Jail.

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, Finance Director
Meherrin River Regional Jail
P O Box 10
Alberta, VA 23821
OFFICE: (434) 949-6820
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:	8/31/2020
1.8.1.2 RFP Questions Deadline:	9/15/2020 by 2:00 pm
1.8.1.3 Proposals Due From Vendors:	9/30/2020 by 2:00 pm
1.8.1.4 Discussion with Selected Offerors:	10/6/2020 by WebEx virtual meeting
1.8.1.5 Award of RFP:	11/5/2020
1.8.1.6 Contract Start Date:	12/2/2020

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.

2. **STATEMENT OF NEEDS**

2.1 REQUIREMENTS: The following requirements should be met by the Vendor.

- A. 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.

- B. All fixtures and material shall be new, free from defects, and of the make, brand, and quality as accepted by the Jail.
- C. Vending machines shall be installed in the staff dining hall, staff break room and lobby area at the Alberta facility and in the staff break room at the Boydton facility. MRRJ requests the following pricing structure for vending machines:
 - a. Staff dining hall and break rooms – Lower prices and offeror pays no commission to MRRJ for sales from these machines.
 - b. Lobby areas – Higher prices and offeror pays MRRJ a commission for sales from these machines.
- D. Utilities and Other Considerations – Meherrin River Regional Jail will provide water service, electricity, lighting, heating, and air conditioning to the designated premises, but without liability on MRRJ part arising from temporary interruption thereof due to breakdown, power failure, or like causes. The successful offeror agrees to exercise the same degree of care and economy in the use of such utilities as would be exercised if offeror were paying for such utilities.
- E. Use of Meherrin River Regional Jail Facilities - The successful offeror shall agree to the following:
 - a. To make no other use of the designated premises than the purpose that is outlined in this RFP.
 - b. To operate first-class vending machines at both facilities.
 - c. To keep vending machines at both locations clean, maintained, properly stocked with fresh products within their expiration date, and operational for business.
 - d. To abide by all applicable Federal, State, or local laws, statutes, regulations, or ordinances concerning the operation of vending machines as described in the RFP.
 - e. Offeror shall be responsible for any and all damage to any MRRJ property resulting from offeror's operation.
 - f. Offeror's employees shall be trained, competent personnel. Personnel shall wear a distinguishable uniform while working on MRRJ premises.
 - g. Offeror shall provide vending units that are of a matching style and design in order to present a favorable appearance to the public.
- F. Signs/Advertising – Only appropriate product advertising will be allowed on the vending machines. Meherrin River Regional Jail reserves the right to approve all product advertising. Prices will be plainly posted on each machine.
- G. The successful offeror shall supply a list of equipment by location after installation, showing type of machine and serial number. MRRJ will assume absolutely no liability of any kind for machines placed that are not shown on this list. For those items on the list, it is the responsibility of the offeror to obtain that protection deemed necessary to protect its interests. All machines should be of the proper and appropriate type for the kinds of foods and or drinks being distributed: refrigerated, non-refrigerated, etc., where applicable. Equipment should be new or current state of the art equipment. Machine should be equipped to accept legal U.S. tender, be equipped with dollar bill validate, and payment mechanisms which accept combinations of dollar bills, nickels, dimes and quarters. In addition, each machine should have bill change capabilities. Machines should also be equipped to accept debit/credit card payments. Offeror should submit brochures of the proposed machines with their proposals. All machines must comply with all accessibility requirements established by federal, state and local guidelines. Equipment should operate on regular wall voltage – 110 VAC. All plugs should be three pronged and properly grounded. Equipment should also be energy efficient as set forth by industry standards. MRRJ does not anticipate having to move any of the equipment, however; in the event the need to move equipment becomes necessary MRRJ reserves the right to move any unit in response to the resolution of a problem. All machines should show the offeror's name, local service telephone number for reporting of machine malfunctions, and the person

or office within the offeror's organization responsible for repair services. In addition, for identification purposes, each machine should have serial or ID numbers that are visible and easily located.

- H. Equipment Repair - All equipment furnished under this proposal shall be warranted by the offeror to be free of defects and fit for the intended use. Equipment under this contract shall be new or of "like-new" condition and less than five years of age. No old, outdated, or obsolete machines will be used in any area. Drink and snack machines are to have bill changers. The offeror is responsible for the maintenance, cleaning, and repair of all vending machines. In the event a machine cannot be repaired on-site, a substitute machine must be provided for the duration of the repair. The Jail shall determine if machines are in acceptable condition. Should a machine be unacceptable, the offeror will replace it with an acceptable machine within 24 hours. Offeror should outline the method utilized in handling maintenance, emergency service, repairs, and refunds as an attachment to the proposal response.
- I. Product Description and Pricing - As a part of your proposal, please provide a complete listing of the products you would sell through the given machines and the price you would charge for each item. These prices, in conjunction with all other information as requested hereto, will be used to determine the lowest responsive and responsible offeror. If awarded this contract, the proposal product pricing will be used for the first two years of this contract. After such time, MRRJ shall be notified prior to any price increases.
- J. Price Change - An exception to the preceding procedure is when a price increase becomes necessary due to a change in sales tax, other taxes, or in other costs that are not under the control of the vendor, and such changes are documented to MRRJ. MRRJ will consider such increases and provide approval in writing. Increases shall not be affected without said approval.
- K. Refunds - Offerors shall be responsible for all refunds. A uniform system of refunding money acceptable to MRRJ must be in operation due to machine failure or faulty product.
- L. Product Quality - All food items sold must be fresh at all times and of current manufacture. All dated products shall be removed from machines no later than the "best by/expiration date" shown on the product. All merchandise kept for sale will be subject to inspection and approval or rejection by MRRJ during all times that vending service is in operation. Rejected merchandise will be immediately removed from vending machines and will not be returned for sale. Continuous failure to remove outdated products may be cause for termination of the contract.
- M. Product Requirements - MRRJ reserves the right to approve any and all products and their selling price before their use in the vending machines. MRRJ also reserves the right to approve any changes in product line before such change is made. For purchased items, whenever a brand name or make is mentioned, it is the intention of MRRJ only to establish a grade or quality of goods and not to rule out other brands or makes of equality; however, only generally recognized and accepted name brands shall be used. If a product other than that specified is proposed, it is the offeror's responsibility to name such product with their proposal and to prove to the Jail that said product is equal to the product specified. MRRJ shall be the sole judge as to whether a product being offered by the offeror is actually equivalent to the one being specified. MRRJ will work with the offeror to determine the type of product to be sold in each vending machine. Adjustments will be made throughout the term of the contract to compensate for high- and low-usage products.
- N. Servicing Time - All machines shall be serviced on a regular basis (Monday through Friday), on call, and/or as needed, or as specified by MRRJ. The offeror shall determine and provide a schedule based upon usage at each location. The offeror shall state approximate time of day for servicing machines in the space provided. The successful offeror shall check in with designated contact at each location each time machines are serviced. The designated contact will be supplied to the successful offeror upon award. The successful offeror shall provide a telephone number where they can be reached

during normal business hours. A response time of no more than 24 hours is required to service or repair machines that are not working properly.

- O. Samples - Offerors may be requested to furnish samples of items proposed. Any item(s) so requested shall be furnished at no cost to MRRJ within five (5) working days of request.
- P. Sanitation - Offeror will be responsible for keeping all vending machines clean, orderly, and attractive as well as in sanitary condition in accordance with applicable federal, state and local health and sanitation requirements.
- Q. Installation - Machines will be installed at locations listed herein however; title ownership of each machine will be retained by offeror, who will be responsible for the equipment at all times and in all aspects. MRRJ will neither own nor rent the machines in conjunction with this agreement. Offeror will bear all cost to deliver, install, stock, maintain, repair and remove all vending machines placed under this agreement, including replacement of machines. MRRJ will not be liable for any loss that may result from interruption or failure of power supply to any vending machines. Upon installation, the offeror will furnish MRRJ with a list of machines by location, indicating machine capacity, product selection and size, serial numbers and date of installation.

3. CONTRACT EXPERIENCE

3.1 The Contractor should have experience in providing vending services.

4. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

4.1 GENERAL INSTRUCTIONS

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP as follows:

- 1. One (1) original and five (5) copies of each proposal, each prominently marked, must be received at the MRRJ office by the date specified in Section 1.8.1.4. The MRRJ Office address is:

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

- 2. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacker@mrrj.org.
- 3. The envelope or container must be clearly marked on the outside with "RFP No. 01-FY2021 Vending 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 Jail 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 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.

4.1 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.

4.2 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.

4.3 Incurred Expenses

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

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

4. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Finance Department requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Jail. However, mandatory requirements, requirements required by law or regulation are such that they cannot be waived are not subject to negotiation.
5. Proposals should be straightforward, concise and satisfy the requirements of the RFP. Emphasis should be placed on clarity of content and completeness.
6. Ownership of all data, materials and documentation originated and prepared for the Jail pursuant to the RFP shall belong exclusively to the Jail and will be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of 2.2-4342F of the Code of Virginia, in writing either before or at the time the data or other material is submitted. This notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. In addition, the proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only specific words, figures or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.
7. Offerors may be required to give an oral presentation of their proposal to the Jail. This will afford the offeror an opportunity to clarify and/or elaborate on their specific proposal. Oral presentations are an option of the Jail and may or may not be conducted.

8. Offerors shall include in the Proposal a description of any significant task not listed in the Statement of Needs 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.
9. The Jail may add to the Statement of Needs or make changes in the Statement of Needs for services of a similar nature to those specified in the Statement of Needs 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.

4.2 SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Jail may evaluate the Vendor’s capabilities to provide the required services. Offerors are required to submit the following:

1. The Vendor shall identify a single point-of-contact for vendor information concerning its response.
2. The Vendor shall submit one (1) original proposal along with five (5) copies of the original proposal. In addition, one (1) electronic copy in its entirety and one (1) redacted electronic copy shall be provided via email to jderrenbacker@mrrj.org.
3. 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 9’, the following subjects must be included. 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 – Description of Firm
 Section 2 – Experience of Firm
 Section 3 – Termination History
 Section 4 – Leadership of Firm
 Section 5 – References
 Section 6 – Cost of Services
 Section 7 – Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements
 Section 8 – Insurance Documentation

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.
5. Section 5 – References: The Vendor shall supply a minimum of five (5) references for whom similar vending services have been performed.
6. Proposals shall be organized in the exact order in which requirements are presented in the RFP and must be page numbered.
7. The response must be complete and comprehensive, but with a corresponding emphasis on being concise and clear.
8. Elaborate bindings or literature are not necessary, but all documents must be clear and legible. Poor quality copies of materials will be rejected.
9. Vendors shall complete Request for Proposals Title Pages 1 and 2 of this RFP.

10. Description of the firm: provide the name, a brief history, and description of the corporation. Include:
 - a. The corporation's most recent annual report
 - b. Indicate the size of the firm
 - c. Number of employees employed by the corporation
 - d. Annualized dollars of payroll
 - e. Number of years in business

11. Experience of Firm: Provide a summary of the firm's experience. Specify experience in providing vending services. Describe experience with similar size and type jail contracts and highlight evidence of achievement in this area. Specify experience relating to regional correctional facilities in the State of Virginia. Provide any additional information that would distinguish your firm in its service to jails. Include in your discussion:
 - a. A list of present clients including a contact person and telephone number for each.
 - b. Date of Original Contract and Expiration date for each account.
 - c. Number of Renewals, if applicable.
 - d. Type and Size of facility for each account.
 - e. Yearly Dollar Amount of Contract for each account.

12. Termination History: List all contracts lost or not renewed for a five (5) year period. Please provide a narrative describing reasons for contracts that have not been renewed. Vendor must specifically identify any contracts from which they have asked to be relieved or any contracts that have been cancelled.

13. Leadership of Firm: Discuss the leadership of your organization and highlight accomplishments of the individuals that will be directly involved with this project.
 - a. Identify your firm's professional staff members who shall be involved in the project, the experience each possesses, and the location of the office from which they shall work.
 - b. Resumes or biography of staff members who may be involved in the Jail engagement must be included in this section.

14. Include other relevant information the Vendor deems necessary to describe its qualifications.

15. Identification of all materials and services expected from the Jail in addition to general assistance.

16. References: A list of current and past customers to whom the vendor is or has performed similar services shall be provided including names of the organization, addresses, contact persons and telephone numbers. Provide at least five (5) business references from similar projects including who the contract was with, a contact name, addresses and telephone numbers. Business references shall be suppliers that shall attest to the Company's ability to provide contracted services and pay invoices in a timely manner. Other pertinent references may be given at the vendor's discretion.

17. Cost of Services: Provide a detailed listing of the products you would sell through the given machines and the price you would charge for each item.

18. Indemnification and Hold Harmless Clause/Insurance and Certificate Requirements:

Requirements for Services

Indemnification and Hold Harmless Clause

The successful vendor must agree to the following language in the contract clause acceptable to the Meherrin River Regional Jail:

“The Vendor agrees to defend and indemnify the Meherrin River Regional Jail, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Vendor, or its subcontractor, under this contract”

The Vendor by agreeing to defend the Meherrin River Regional Jail as set forth above, agrees that if the Meherrin River Regional Jail receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this Vendor agrees to pay all attorney fees and expenses; the selection of such attorney to represent Meherrin River Regional Jail shall be the sole and exclusive determination of Meherrin River Regional Jail.

The Vendor further understands that Meherrin River Regional Jail cannot agree to indemnify the Vendor.

5. **INSURANCE REQUIREMENTS:** By signing and submitting a proposal under this solicitation, the offeror certifies that is awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers’ Compensation – Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Jail of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer’s Liability - \$100,000
3. Commercial General Liability - \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Jail must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Jail is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

6. **EVALUATION AND AWARD**

- 6.1 **EVALUATION CRITERIA:** This is a contract for vending services as defined by the Virginia Public Procurement Act (VPPA). The Jail reserves the right to reject any and all proposals as a whole or in part. Proposals shall be evaluated by Meherrin River Regional Jail using the following criteria:

Description	Weight
Offeror - Qualifications and experience - Services proposed	30
Methodology - Proposed methodology - Availability of support services - Proposed schedule	10
Cost - Price of items offered	60
TOTAL	100

6.2 **AWARD:** 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 factors listed in Section 6.1, including cost. Negotiations shall then be conducted with each of the offerors so selected. The offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion 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. The Jail reserves the right to contract with firms not party to this contract for similar goods/services if it determines this to be in its best interest.

7. GENERAL TERMS AND CONDITIONS:

7.1 **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.

7.2 **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.

7.3 **COMMISSION PAYMENTS:**

Commission payments to MRRJ shall be made within thirty (30) days after the end of each month. Commission reports or backup documentation for each payment shall be provided in detail satisfactory to the Jail. The offeror’s records and documentation supporting each payment shall be made available to the Jail upon reasonable request. The offeror agrees to retain all records, documents and support material relevant to the Contract for a period of five (5) years following final payment.

7.4 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.

7.5 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.

7.6 CONTRACT TERMINATION:

7.6.1 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.

7.6.2 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.

7.7 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 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 receipt of the claim. 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.

7.8 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 damage directly or indirectly by its actions or omissions.

7.9 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 1986.

7.10 ETHICS IN PUBLIC CONTRACTING:

7.10.1 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.

7.10.2 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.

7.11 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.

7.12 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.

7.13 FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANSACT BUSINESS IN THE COMMONWEALTH:

7.13.1 In accordance with Virginia Code § 2.2-4311.2, a Vendor 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.

7.13.2 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.

7.13.3 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.

7.13.4 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.

7.13.5 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.

7.14 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 term or its obligations under any resultant agreement.

7.15 INDEPENDENT VENDOR:

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

- 7.16 LEGAL PROCEEDINGS:
Any resulting Agreement 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, Virginia General District Court or the Brunswick County, Virginia Circuit Court.
- 7.17 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 week, including software license or other intellectual property permissions, unless otherwise specified by the Jail.
- 7.18 NONDISCRIMINATION AND DRUG-FREE WORKPLACE:
The offeror agrees as follows:
- 7.18.1 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.
- 7.18.2 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.
- 7.18.3 Notices, advertisements and solicitations placed in accordance with the Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 7.18.4 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.
- 7.18.5 The offeror will include the provisions of the foregoing paragraphs in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 7.19 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 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.
- 7.20 OWNERSHIP OF DOCUMENTS:
7.19.1 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.

7.20.2 Any documents or other material 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 for 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.

7.21 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.

7.22 PAYMENTS TO VENDORS:

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

7.22.1 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.

- 7.23 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.
- 7.24 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.
- 7.25 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- 7.25.1 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.
- 7.25.2 Unless specified otherwise in the Contract, the offeror shall pay all royalty and license fees relating to the items covered by the contract.
- 7.25.3 In the event of any third party 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.
- 7.26 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.
- 7.27 SUBCONTRACTING AND ASSIGNMENT OF WORK:
- 7.27.1 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.
- 7.27.2 The Jail will, during the term of the 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.
- 7.28 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.
- 7.29 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 or 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.

8. SPECIAL TERMS AND CONDITIONS:

- 8.1 **AUDIT:** 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 authorize 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.

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

- 8.1.1 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.

- 8.2 **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Vendor assures that the information and data obtained as to personal facts and circumstances whether related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Jail's written consent and only in accordance with federal laws or the Code of Virginia. Contractors who utilize, access or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Jail of any breach or suspected breach in security of such information. Vendors shall allow the Jail to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

8.3 **CONTINUITY OF SERVICES:**

A. The Contractor recognizes that the services under this contract are vital to the Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Jail or another Contractor, may continue them. The Contractor agrees:

1. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
2. To make all Jail owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
3. That the Jail shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.

B. The Contractor shall, upon written notice from the Jail, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Jail's approval.

C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All

phase-in/phase-out work fees must be approved by the Jail in writing prior to commencement of said work.

- 8.4 INSPECTION OF JOB SITE: My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the Jail.
- 8.5 JAIL SECURITY RULES:
- A. In consideration of the security responsibility of the Jail, the Jail Superintendent or designee reserves the right to observe the Contractor's operations and inspect assigned work areas. Moreover, the Contractor agrees to abide by any and all of the Jail's rules and regulations, procedures and general orders, as well as any directives by the Jail Superintendent regarding Contractor's performance under the Contract.
 - B. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Contractor.
 - C. All Contractor employees shall comply with the Jail's written policy and procedures relating to Jail security. Any unusual occurrences shall be reported immediately by the Contractor's employees to the Jail Superintendent or designee. The Contractor shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items.
 - D. The Contractor shall immediately bring to the attention of the Jail Superintendent or designee any employees with outstanding felony or misdemeanor warrants.
- 8.6 MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets and descriptive literature shall be kept on hand by the Contractor for each chemical and/or compound stored.
- 8.7 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 8.8 SUBCONTRACTS: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 8.9 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Jail's satisfaction at the Contractor's expense.