



REQUEST FOR PROPOSALS TITLE PAGE

Meherrin River Regional Jail Authority Request for Proposals No. 02-FY2021

Proposal Title: *Inmate Telephone Services*

The Meherrin River Regional Jail Authority, the ("Jail") is issuing this Request for Proposals No. 02-FY2021, issued October 16, 2020. Direct requests for information to: Guy Short, IT Director; Phone: 434-949-6706; Fax: 434-949-0180; email: gshort@mrrj.org. **Sealed proposals will be accepted until 2:00 p.m., December 18, 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. 02-FY2021, P.O. Box 10, Alberta, VA 23821 and to be assured consideration, must be received by 2:00 p.m., November 6, 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
_____ Individual Trading Under Trade Name
(Individual and Trade Name must be listed below as "legal name")

_____ Partnership
_____ Corporation

CORPORATE SEAL:

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1. GENERAL INFORMATION

1.1 OPERATIONAL ENVIRONMENT:

- A. The Meherrin River Regional Jail (herein referred to as Jail) is a local adult detention facility housing pre-trial and convicted offenders for the Counties of Brunswick, Dinwiddie and Mecklenburg, all located in Virginia. In addition, the Jail houses United States Marshal Service (USMS) prisoners through an agreement with the US Marshal Service and holds state-responsible offenders waiting transfer to other Virginia Department of Corrections facilities.
- B. The Jail opened its main facility in Alberta, VA on July 1, 2012 and is comprised of 156,643 square feet and has a housing capacity of 697 offenders. In addition to the 11 male and 5 female units, the Jail has 1 medical, administrative section, central control section, kitchen, laundry, and separate classrooms for offenders and staff.
- C. The Jail opened its satellite facility in Boydton, VA in January 2013 and is comprised of 40,095 square feet and has a housing capacity of 80 offenders. In addition to the 7 male and 1 female units, the Jail has 1 medical, administrative section, central control section, kitchen, laundry and separate classrooms for offenders and staff.
- D. The Jail has 173 sworn and civilian employees, who operate all aspects of the facility. Security staff operates two 12-hour shifts running from 6:00 A.M. – 6:00 P.M. and 6:00 P.M. – 6:00 A.M. There are 6 offender headcounts in every 24-hour period.

1.2 PURPOSE AND INTENT:

- A. The purpose of this Request for Proposal (RFP) is to ensure a fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage. The objectives are to ensure inmate telephone usage is appropriately restricted and monitored, while being provided at a reasonable cost; telephone harassment of victims and witnesses is prevented; staff time required to administer the system is kept to a minimum; information is maximized and commission revenue to the Jail is increased.
- B. The Jail is soliciting proposals from all interested and qualified firms to install, operate, maintain and service an Inmate Telephone System. The Jail is seeking a single Offeror with end-to-end responsibility for inmate telephone services. Subcontractor relationships will be permitted. The Jail shall bear no responsibility for any costs associated with the system.
- C. The selected Offeror shall provide inmate telephones (i.e., wall mounted, pedestal, and portable) based on the specifications below. The Offeror shall also provide one (1) TTY non-portable telephone for each facility. The equipment shall be local, intraLATA and interLATA service capable, with line concentration allowed, provided the Offeror can guarantee 100% dial tone availability. The Offeror shall recommend the total number of inmate phones needed in each location based on the statistics below.

Alberta Facility			
Housing Unit	Capacity	Existing Phones / Stub Ups/ Wall Boxes	Comments
A Unit	37	3 / 0 / 3	
B Unit	28	3 / 0 / 3	
C Unit	37	3 / 0 / 3	
D Unit	14	2 / 0 / 2	
E Unit	48	4 / 2 / 0	
F Unit	24	3 / 1 / 0	
G Unit	4	1 / 0 / 1	Seg / Roll-a-round
H Unit	96	8 / 4 / 0	
I Unit	72	10 / 4 / 2	
J Unit	96	10 / 5 / 0	
K Unit	48	4 / 2 / 0	
L Unit	48	4 / 2 / 0	
M Unit	48	4 / 2 / 0	
N Unit	30	3 / 0 / 3	Seg / 3 Roll-a-rounds
WR1	16	2 / 0 / 2	
WR2	16	2 / 0 / 2	
<i>Total Housing</i>	<i>662</i>	<i>66 / 24 / 21</i>	<i>4 Roll-a-rounds</i>
Support Units			
Medical	6	2 / 0 / 1	Roll-a-round
Intake	12	4 / 0 / 3	Roll-a-round
Transportation	12	1 / 0 / 2	Roll-a-round
Classification	5	1 / 0 / 1	
<i>Support Total</i>	<i>35</i>	<i>8 / 0 / 7</i>	<i>3 Roll-a-rounds</i>
<i>Facility Total</i>	<i>697</i>	<i>74 / 24 / 28</i>	<i>7 Roll-a-rounds</i>

Boydton Facility			
Housing Unit	Capacity	Existing Phones / Stub Ups / Wall Boxes	Comments
A Unit	4	1 / 0 / 0	Seg / Roll-a-round
B Unit	4	1 / 0 / 2	
C Unit	16	2 / 2 / 0	
D Unit	24	3 / 2 / 0	
E Unit	12	2 / 2 / 0	
F Unit	10	2 / 0 / 2	
G Unit	10	2 / 0 / 2	
WR1	20	3 / 0 / 3	
WR2	4	2 / 0 / 2	
<i>Housing Total</i>	<i>104</i>	<i>18 / 6 / 11</i>	<i>1 Roll-a-round</i>
Support Units			
Medical	4	1 / 0 / 0	Roll-a-around
Intake	7	2 / 0 / 2	Roll-a-around
<i>Support Total</i>	<i>11</i>	<i>3 / 0 / 2</i>	<i>2 Roll-a-rounds</i>
<i>Facility Total</i>	<i>115</i>	<i>21 / 6 / 13</i>	<i>3 Roll-a-rounds</i>

1.3 Project Schedule

1.3.1 Dates

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

1.3.1.1 RFP Issue:	10/16/2020
1.3.1.2 RFP Questions Deadline:	11/6/2020 by 2:00 pm
1.3.1.3 Proposals Due From Vendors:	12/18/2020 by 2:00 pm
1.3.1.4 Discussion with Selected Offerors:	To Be Determined
1.3.1.5 Award of RFP:	2/18/2021
1.3.1.6 Contract Start Date:	7/28/2021

1.4 Deadline for Vendor Questions

The deadline for vendor questions relating to this RFP is stated in Section 1.3.1 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 LICENSING, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS:

The Offeror shall be subject to all applicable Local, Federal and State licensing and certification requirements. This shall be accomplished at the Offeror's expense, with no expense to the Jail. All applicable Local, Federal and State laws, rules and regulations of all local authorities having jurisdiction over telecommunications service contracts shall apply to the Contract throughout the term, including renewal periods. They are deemed to be incorporated into the Contract.

2.2 INSTALLATION AND DISCONNECTION:

Jail officials will determine the locations of initial installation, as well as the need for future installations and disconnections. The Offeror shall be responsible for all costs associated with the installation and disconnections throughout the term of the Contract. The Offeror shall not be entitled to an adjustment in the quoted commission rate due to an increase or decrease in the number of stations during the term of the Contract.

2.3 SYSTEM GENERAL DESCRIPTION:

- A. The system shall be a turnkey, coinless communication service.
- B. The system shall be capable of completing station-to-station collect calls only from offenders to both touch and rotary dial type phones. Person-to-person calls shall not be acceptable.
- C. The telephones shall not require any electrical outlets at the actual telephone locations.
- D. The system shall have on and off-site monitoring and recording capabilities.
- E. The system is not required to provide video visitation but we are open to this idea.
- F. All material and/or equipment furnished shall be **NEW**. **Used, recycled or remanufactured equipment shall not be accepted.**

2.4 SYSTEM INTEGRITY:

The Offeror shall be responsible for ensuring that the system operation includes any and all necessary interfaces with the regulated common carrier and the availability of required central office facilities. Notwithstanding the details presented in RFP, the Offeror shall verify the completeness of the requirements and their suitability to meet the intent of this RFP. Any additional services required by the Offeror to meet these requirements shall be provided by the Offeror at no extra cost or decrease in commission to the Jail. By submitting a proposal, the Offeror agrees that they are familiar with the local conditions under which this inmate telephone system must perform; possess the capabilities, hardware

and personnel necessary to provide and efficient and successful inmate telephone system; and shall be solely responsible for all services proposed.

2.5 EQUIPMENT COMPATIBILITY:

The Offeror shall be solely responsible for the compatibility of the offered equipment, with any and all circuits and facilities as provided by the local telephone company and all other inter-exchange carriers to meet the requirements of the Statement of Needs, as well as the contracted commissary vendor, the jail management system, and the contracted inmate accounting software vendor, if requested. The Offeror shall be solely responsible for all services proposed.

2.6 INSTRUMENTS AND INMATE STATIONS:

The Offeror shall install new inmate stations constructed of heavy gauge steel construction with armored keypad and Lexan type handset. All units shall be provided with a handset cord 24" capable of withstanding 800 pounds of tension. Each station shall be secured with special security type screws. Keyed locks shall not be acceptable. Phones shall be in full compliance with the American with Disabilities Act (ADA). Offerors shall provide catalog cut sheets of phone instruments and catalogs of equipment to be provided; this should be included with your proposal response. Inmate telephone sets shall be wall mounted (on wall or multi-sided floor pedestal), constructed of stainless or equivalent tamper-resistant durable construction. Phones shall be equipped with face plate(s). Bolts securing pedestal to the floor shall be welded for security. Seven (7) portable inmate telephone sets shall be provided to the Jail for use in lockdown units or special circumstances at the Alberta facility, and three (3) for the Boydton facility. Specifications for portable telephones shall be the same as stationary telephones. Cables may be up to 34"-36".

2.7 ACCESS:

- A. Telephones located in inmate units shall be available for use at varying times depending on the housing unit. Phones located in Intake shall be available for use twenty-four (24) hours per day and provide two (2) free five-minute calls.
- B. Telephones shall have outgoing collect-only service to all toll free and premium area codes with no access to 800, 900, 950, 976, 10xxx, or credit card calls. No incoming calls shall be allowed. Officials at the Jail shall retain the capability of turning off or blocking service to any individual telephone or group of telephones from a central location inside the Jail.
- C. Any dialed numbers that start with 0 shall automatically terminate.
- D. All phones shall be able to dial the Jail's Prison Rape Elimination Act (PREA) hotline at no charge to the inmate or Jail.
- E. All software-programming changes shall be the responsibility of the Offeror and shall be made at no extra cost to the Jail. The Offeror shall inform the Jail within thirty (30) days of any and all new software features that become available during the term of the Contract and shall make these features available at no extra cost to the Jail. Should programming changes be required or requested by the Jail, these changes shall be the responsibility of the Offeror.
- F. The system should be designed to allow the Offeror to remotely upload changes in tariff rates, speech or programming changes.
- G. All telephones shall be Federal Communications Commission (FCC) registered and the Offeror's current FCC number shall be provided as part of the proposal response. Offerors should submit a detailed description of all specific features meeting these specifications. If the telephones are

microprocessor controlled, the Offeror should submit a backup plan to detail operation in the event of processor failure.

- H. The system shall be designed to use automated operators only. The system shall provide clear voice prompts to complete calls without the use of an operator. Offerors should provide a clear description of all automated operator services that will be used for inmate calls.
- I. System shall be restricted to use by authorized personal identification numbers assigned for each inmate.
- J. System shall offer a form of voice biometrics or voice patterning feature to supplement investigations of a Personal Identification Number (PIN) and telephone funds theft. The Offeror shall indicate if and how this type of feature will alter the costs.

2.8 CALLING INSTRUCTION:

Each telephone shall be equipped with a faceplate that includes calling instructions for the types of calls allowed. In addition, voice type calling instructions shall be provided to the inmate. Instructions and faceplates shall be bi-lingual, using English and Spanish languages.

2.9 PROBLEM REPORTING CAPABILITIES:

The telephones proposed shall have automatic problem reporting capabilities and provide automatic notification to the Offeror that the telephone is out of service. Offeror shall notify the Jail within 24 hours of any equipment failure or shutdown.

2.10 CALL BLOCKING:

The system shall be capable of blocking at least 1,000,000 individual numbers, area codes or exchanges, as well as automatically blocking calls to a number after collect charges have been denied for a pre-programmed number of attempts.

2.11 CALL BRANDING:

All collect calls placed from the Jail on inmate telephones shall be capable of being identified to the called party as stated below and in addition, the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an offender.

... *"This is a collect call from (offender speaks name) from Meherrin River Regional Jail."*

2.12 ANSWER AND TERMINATION DETECTION:

The telephone system shall record the method in which the call was accepted or denied. Further, the system shall record the method in which the call was terminated. This information shall be contained within the Station Message-Detail Recording (SMDR) and be included in reports as requested by the Jail.

2.13 CALL DETAIL RECORDS:

The inmate telephone system shall provide separate full call detail records for use in administrative and investigative purposes and traffic management reports. The inmate telephone system shall be capable of retaining up to 24 months of completed call records. The term 'call detail records' means specific particulars of every call placed as well as a recording of the call itself. All call detail records shall be collected and stored in real time either on-site at the jail in a central secure location or remotely at a data center owned, operated, and maintained by the vendor. If call detail records are stored on-site at the jail, the records shall be backed up to the vendor no less than once per day. It is the intent of this RFP to

assure a redundancy of the stored data. All information collected shall be available for management analysis in report format. Samples of management reports shall be provided and should be included with the proposal response.

The system shall provide the Jail with the capability of accessing, displaying and printing both real time and historical call detail records on all outgoing calls:

- A. Time of day originated
- B. Station number originating call
- C. Trunk group and trunk number call routed
- D. Time of day call terminated
- E. Duration of call in minutes and seconds
- F. Called number and duration
- G. Specific date or range of dates
- H. Disposition of call
- I. All calls placed from a specific telephone or group of telephones
- J. Call history
- K. Cumulative call progress statistics
- L. Method of call acceptance and denial

2.14 CALL LENGTH CONTROL:

Officials at the Jail shall be given total flexibility to limit the length of calls placed by inmates, not to exceed 15 minutes, based on the day of the week, type of call and the inmate's privilege level. The inmates shall be signaled prior to disconnecting that the call duration time limit has expired.

2.15 CALL SUPERVISION:

The inmate telephone system shall provide line-monitoring capability via a line indicator at a central location. Jail officials shall have the ability to select any access line by pressing a single button or issuing a simple keystroke command. No audible indicator shall be detected by the caller that would warn them that the line is being monitored. The Offeror shall supply and install all equipment needed to provide this function. The Offeror shall be responsible for all wiring and conduit between the telephone room and the location of the call monitoring equipment. Monitoring and Recording should be real or live time. Call recordings shall be maintained for a period of no less than five (5) years. Call detail records shall be maintained for the life of the contract.

2.16 CALL VALIDATION:

All calls shall be validated on a real time basis to eliminate access to blocked numbers, pay phones or other non-billable numbers. The system shall be designed to eliminate any and all access to a live operator.

2.17 CONTROLLED ACCESS:

The inmate telephone system shall provide officials at the Jail with a means of controlling general access to telephone facilities. The system shall provide the capability to set telephones and groups of telephones in or out of service at pre-determined times. Officials at the Jail shall have the capability of shutting down all telephones in a housing unit or all telephones in the entire facility upon demand.

2.18 FRAUD CONTROL:

Aid in controlling fraudulent use of the telephone network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing. The Jail shall bear no responsibility for the loss of revenue as a result of fraudulent use of

the telephone service. Fraudulent calls shall be the sole responsibility of the Offeror. The system shall have the capability to establish a credit limit per billed number. This should include weekly, monthly and daily volume maximum dollar amounts allowed to be charged prior to calls being automatically blocked until payment is made.

2.19 CRITICAL COMPONENT REDUNDANCY:

The system shall be engineered to ensure no more than four (4) phones will be out of service at any given time due to a single component failure and no more than one (1) phone will be out of service in a single unit at any given time.

2.20 MAINTENANCE DIAGNOSTICS:

The system software shall be designed to interrogate the system to perform self-test diagnostics. A complete system test shall be completed at least every twenty-four (24) hours. Errors detected shall be stored in memory for at least forty-eight (48) hours and be transferred to the remote computer.

2.21 Network Access:

The Offeror shall describe specifically how the network will be accessed to complete calls dialed by inmates. The Offeror shall identify whether a switched network, T1, fiber, etc. will be used. The Jail has no preference whether analog or digital access is used. The Offeror shall describe in detail the process a phone call would follow including voice prompts, validation, process, acceptance/denial process and cost accounting process.

2.22 MISCELLANEOUS TELEPHONE EQUIPMENT:

The Offeror shall provide all miscellaneous equipment such as recorders, computer, printer, modems and system software necessary to allow Jail officials to query display and print individual inmate telephone activity and maintain and record telephone conversations from at least two (2) discrete locations. The system should provide full record capabilities. A manual cutoff system should be integrated with touch screen. Recording or monitoring should commence from the time the handset is picked up. Equipment shall be supplied with system software necessary to interface with the inmate telephone system to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software shall be security level based and password protected. Location of miscellaneous equipment shall be determined by the Jail. System software shall include on-site ability by the Jail to change, modify, add or delete blocking numbers from being called and maintain records of the date, time, number entered or changed, and individual making the change.

2.23 OPERATOR SERVICES AND VOICE PROMPTS:

Automated operator services for this proposal shall provide a minimum of two (2) languages in each phone: English and Spanish. If additional languages are required, each telephone shall be capable of providing automated operator voice prompts in up to four (4) languages at no extra cost to the Jail. Modification or addition of languages shall be made at no extra cost to the Jail for the duration of the Contract. Any voice prompt required during the operation of the inmate telephone shall be clear and concise. Offeror shall also provide these instructions in written format for posting in the inmate housing units.

2.24 SURGE PROTECTION AND UNINTERRUPTED POWER SUPPLY (UPS):

The Offeror shall provide an Uninterruptible Power Supply (UPS) with surge protection for use with the inmate telephone system at the Jail. The UPS shall prevent potential problems in the telecommunications system caused by power surges or spikes. The UPS shall also ensure there is no interruption of service due to loss of commercial power. If requested, the Offeror shall provide technical data detailing the type

of system and installation requirements of the UPS system. A minimum of one (1) hour backup at full load is required.

2.25 TELEPHONE DEBIT PROCESSING SYSTEM:

The Offeror shall successfully integrate with third party vendors (inmate accounting, jail management system, commissary, etc.) to allow individuals to purchase pre-paid telephone time for inmates to use on the installed system. The Offeror shall bear all costs associated with the installation and maintenance of said integration and operation. The Offeror shall receive information from third party vendors on purchased debit calling time. The Offeror will then credit such time to the inmate's debit account on the call processing equipment. The Offeror shall access a computer system maintained by third party vendors, which can communicate via an internet/intranet connection over TCP/IP via FTP on a designated port, HTTP on a designated port, or SMB. The Offeror shall provide a standard mechanism by which refunds of unused time can be returned to individuals.

2.26 ADDITIONAL SERVICES/INFORMATION:

The Offeror may provide related additional services, technical features, enhancements or options that may be included as part of this proposal at no cost to the Jail such as, but not limited to, tablets, kiosks, mail services, automated rounds hardware/software, etc. Include the effect of such enhancements or customized services on the commission and/or guaranteed minimum to the Jail. Any such additional services, features, enhancements or options will not be included in the evaluation process, but may, at the option of the Jail, be included in the contract for services resulting from this RFP. The Offeror shall provide, by telephone type, the normal installation interval the Jail should expect for additions. The Offeror shall describe the process the Jail would use to request subsequent additions/deletions. 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.

2.27 INSPECTION AUDIT AND MAINTENANCE OF REPORTS:

For the purpose of examination, the Jail, or their authorized representatives, shall have access to any books, documents, papers and records of the Offeror as they may relate to this Contract. The Offeror shall maintain books, records and documents in accordance with generally accepted accounting practices that sufficiently and properly reflect all gross revenues generated. The Contactor shall make available to the Jail upon request, within ten (10) working days, audit records that document, by telephone, all activity of each phone. This shall include, but not be limited to, the designated Billing Agents Monthly Report. The Jail, at the Jail's sole discretion and expense, shall have full audit rights of all records maintained by the Offeror that affect the resultant Contract. The Jail may terminate any resultant Contract, without penalty, for refusal by the Offeror to allow access to all documents, papers or other materials originated or received by the Offeror in conjunction with this Contract, and provide the Jail with cause to terminate the Contract due to noncompliance or fraud.

2.28 BILLING:

All call records shall be downloaded daily directly to the billing company. The Offeror shall respond to all billing complaints with other phone companies within three (3) business days.

2.29 PRICE SCHEDULE:

The Offeror shall be required to respond to **APPENDIX G, Proposed Pricing and Commission Schedule**, to calculate and project the commission payable to the Jail based on call volume, mileage and call length information provided in **APPENDIX F** for the period of July 2018 through June 2020. Response to this paragraph shall include a copy of the Offeror's current State of Virginia Public Service Commission (PSC) approved tariff schedules and predominant carrier schedule. The Offeror shall include

in this response a statement whether the tariff used to calculate projected revenue is PSC approved or pending approval, and shall state any applicable time of day discounts intended to be used. Offerors shall calculate and project the commission payable to the Jail requested in **APPENDIX G** based on both a flat rate and a measured service tariff for all local calls. Offerors shall also include a Minimum Annual Guarantee (MAG) of commissions to be paid to the Jail.

2.30 COMMISSION PAYABLE:

The proposed commission payable shall be based on the Offeror's gross revenue for all calls. For the purpose of this RFP, gross revenues shall be defined as all revenue, monies, credits or other things of value received by Offeror, (or by any person or entity having an ownership, management, or beneficial interest in Offeror), from whatever source, as a result of inmate calls, including, but not limited to, revenues received by the Offeror as a result of services charges and/or surcharges charged to the called party as a result of inmate calls. The determination of gross revenue received does not allow for the deduction of any expenses, allowances or other deductions of any nature. The determination of gross revenue received does include billed calls which are collected and which do not result in the receipt of revenue by Offeror.

2.31 COMMISSION CHECKS:

Commission Checks shall be submitted to the Jail on a monthly basis and shall be accompanied by a report, which itemizes by facility, minutes of usage, and number of calls, gross revenue received and commission for each telephone. The Jail should be able to use the information in this report to verify the commission amount paid to the Jail. Commission payments shall be made within thirty (30) days after the closing of the billing cycle. Full documentation, including records of billing companies, shall be provided monthly detailing how the gross revenue received was determined. Such documentation shall be sufficient to allow the Jail to determine, for each billing cycle, the amount of revenue, which was not received by Offeror as a result of calls that were billed but were not collected.

2.32 IMPLEMENTATION PLAN:

Once a contract has been finalized, the Offeror shall submit a detailed implementation plan to the Jail for approval prior to the commencement of any work. This plan shall include coordination with the local TELCO. The Offeror shall cooperate fully with any scheduling requirements issued by the Jail. The Offeror shall be responsible for keeping the Jail informed of progress at all times. All software and hardware, as proposed, should be installed and be fully operational per manufacturer's specifications for such equipment within three (3) weeks after contract award.

2.33 LIABILITY:

The Offeror shall be responsible for all equipment, material and supplies during installation. The Jail shall have no liability to the Offeror for fraud, theft, damage or loss from whatever cause to the Offeror's Stations and System, including without limiting the foregoing, vandalism/damage inflicted by the inmates on the inmate stations or the Offeror's system. All sites shall be maintained in clean, working order at the end of each business day. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the work shall be repaired to the satisfaction of the Jail at the Offeror's expense.

2.34 SINGLE POINT OF CONTACT:

The Offeror shall appoint a single point of contact, or Project Manager, that will be accessible to the Jail during the installation and who will be responsible for all coordination between the Offeror, the designated representative of the Jail and the TELCO representative.

2.35 TELCO COORDINATION:

The Offeror shall be responsible for all coordination with the local telephone company regarding installation and maintenance of lines. However, the Offeror shall not order or place in service any equipment which would result in charges to the Jail without prior written authorization from the Jail.

2.36 EQUIPMENT COMPATIBILITY:

The Offeror shall be responsible for the compatibility of the offered equipment with any and all circuits and facilities as provided by the local telephone company and all other inter-exchange carriers to meet the requirements of these specifications, as well as the contracted commissary vendor and the Jail Management System, if required. The Offeror shall be solely responsible for any and all costs associated with such compatibility.

2.37 EXISTING EQUIPMENT AND REPLACEMENT:

If required, removal of existing TELCO equipment belonging to the current service provider shall be coordinated by the Offeror. Such removal shall be at no cost to the Jail.

2.38 ACCEPTANCE:

The Jail reserves the right to test the equipment and service for satisfactory performance for a period of 90 days. After the first 60 days of testing, the Offeror shall perform an inspection with the Jail to ascertain system compliance. In the event that the equipment and/or service is not acceptable, the Jail will notify the Offeror in writing and give the Offeror 30 days to bring the equipment and service to a satisfactory level. If the equipment and service remains unsatisfactory, the Jail reserves the right to terminate the Contract without penalty.

2.39 MAINTENANCE SUPPORT:

The Offeror shall provide 24-hour telephone access with a local or 1-800 telephone numbers for full maintenance support for all stations. The Offeror shall be responsible for providing coordination of repairs on local/intra LATA/inter LATA services. Any and all repairs shall be performed at the Offeror's expense during the term of the Contract. The Offeror's proposal shall include information regarding parts availability. A record of downtime by telephone should be retained as to the frequency, type and duration of downtime.

2.40 MAINTENANCE FORCE PROFILE:

The Offeror shall provide a profile of the maintenance force responsible for service to the Jail. The Offeror shall describe the location and staffing of the maintenance center to be utilized during the term of the Contract and how service will be handled after normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays.

2.41 RESPONSE FOR SERVICE ON FAILURES:

The Offeror shall respond within four (4) hours of notification, and all repairs must be completed within 48 hours.

2.42 STAFFING:

The Offeror shall provide, at a minimum, one on-site employee to oversee telephone operations for both facilities Monday, Wednesday and Friday, four hours each day, 52 weeks per year. Most work can be done from the Alberta facility, but the on-site employee is responsible for overseeing inmate telephone

operations for both facilities. The on-site employee shall have a minimum of one (1) year experience in operation of correctional telephone operations. The Offeror shall provide adequate relief staff to continue operations as scheduled without interruption. Prior to working in the Jail, all employees of the Offeror shall be approved by the Superintendent or her designee. All employees of the Offeror shall successfully complete the training and orientation provided by the Offeror. This training shall comply with all training standards required by VADOC and the Jail. The Offeror shall document all employees training and provide a copy of training to the Jail's authorized designee, within five (5) business days from request. All employees shall be able to effectively communicate in English. Bilingual employees are encouraged. The complement of staff, beyond the minimum staffing required herein, is the decision of the Offeror. However, the Offeror shall ensure the complete terms and conditions of the Contract are satisfied. All Offeror employees shall be required to wear professional attire when in the Jail. Any clothing/uniform costs for contract employees shall be borne by the Offeror.

2.43 SECURITY/JAIL RULES:

In consideration of the security responsibility of the Jail, the Superintendent or her designee reserves the right to observe the Offeror's operations and inspect assigned work areas. Moreover, the Offeror 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 Superintendent regarding Offeror's performance under the Contract. The Offeror shall agree to provide the names of employees assigned to work at the Jail, for the purpose of a criminal background record check. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Offeror. All Offeror employees shall comply with the Jail's written policy and procedures relating to Jail security. Any unusual occurrences shall be reported immediately by the Offeror's employees to the Superintendent or her designee. The Offeror shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items. The Offeror shall immediately bring to the attention of the Superintendent or her designee any employees with outstanding felony or misdemeanor warrants. The Offeror and Jail agrees to provide for their employees, a drug free workplace. The Superintendent or her designee shall possess the sole discretion to deny any person access to the Jail.

2.44 CONFIDENTIALITY AND RETURN OF RECORDS:

The Offeror agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Offeror or its Subcontractors as a result of the Jail's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Offeror, its Subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Superintendent or designee. The Offeror agrees that all oral or written inquiry from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Superintendent or her designee for a response. At the Jail's request, the Offeror shall deliver all Records to the Superintendent or her designee, including "hard copies" of computer records, and at the Jail's request, shall destroy all computer records created as a result of the Jail's request for services under this Contract. The Offeror agrees to include the provisions of this section as part of any Contract or Agreement the Offeror enters into with Subcontractors or other third parties for related work pursuant to this Contract. No termination of the Contract Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

2.45 JAIL'S RESPONSIBILITY:

- A. The Jail shall be responsible for security of the inmates at all times.
- B. The Jail shall provide the Offeror with ample space for inmate telephone stations, maintain and repair the facility and Jail equipment in the area assigned to the Offeror, including necessary painting, maintenance of water, steam, sewer and electrical lines, ventilation, air conditioning, lighting, heating, duct work and other similar fixtures. The Offeror shall bear the expense of the repairs to

these same items as necessary due to the negligence of the Offeror (excluding damage caused by inmates).

- C. The Jail shall have no liability to the Offeror for fraud, theft, damage or loss from whatever cause to the Offeror's stations and systems. This shall include without limiting the foregoing, vandalism and damage inflicted by inmates on the inmate stations or Offeror system.
- D. The Jail shall provide pest control for all areas assigned to the Offeror.
- E. The Jail shall provide for trash disposal if required or necessary.
- F. The Jail shall provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms and storage space. The Offeror's personnel will be allowed to park in an area to be designated by the Jail.
- G. The Jail shall provide the Offeror with all information in possession of the Jail, which relates to the Jail's requirements for the Services or which is relevant to the Contract.
- H. The Jail shall designate representatives with respect to the Services to be performed under the Contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the Offeror's services.

3 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

3.1 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 1.3.1.3. 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.
- B. Proposal Preparation:
 - 1. 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.
 - 2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and the sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. As used in this RFP, the terms “must”, “shall”, “should” and “may” identify the criticality of requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” requirements may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
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 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.

C. Oral Presentation:

Offerors who submit a proposal in response to the RFP may be required to give an oral presentation of their proposal to the Jail. This provides an opportunity to clarify and/or elaborate on their specific proposal. This is a fact finding and explanation session only and does not include negotiation. The Jail will schedule the time and location of these presentations. Oral presentations are an option of the Jail and may or may not be conducted.

3.2 SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the Jail may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

- A. Complete and return pages 1 and 2 of this RFP.
- B. Complete and return Attachments as listed in Section 8.

- C. A written narrative statement to include the names, qualifications and experience of individuals to be assigned to this project.
- D. Specific plans for providing the proposed services.
- E. Price to include all acquisition, installation, and start-up costs plus annual support and maintenance costs for a period of five (5) years following acceptance.

4 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.)

5. EVALUATION AND AWARD

5.1 EVALUATION CRITERIA:

This is a contract for inmate telephone 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 the Jail using the following criteria:

Criteria	
Offeror <ul style="list-style-type: none"> - Contract language and agreements required, including exceptions to the Jail’s standard contract form and General Terms and Conditions - Information supplied by references - Overall qualifications and experience of the firm, project team and any Subcontractors, including previous experience in providing these services - Quality and specificity of proposal response - System proposed and its functionality to meet the Jail’s requirements 	30

Methodology	
- Availability of support services (e.g., phone support, meetings) when needed	10
- Proposed methodology for completion of the project	
- Proposed schedule	
Price	
- Indicate percentage of gross revenues payable to the Jail	60
TOTAL	100

5.2 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 involved in the RFP, including price if so stated in the RFP. 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 Jail shall select the Offeror which, in its opinion, has made the best proposal and shall award the contract to that Offeror, or to multiple Offerors should the Jail decide this to be in its best interest. Should the Jail 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.

6. **GENERAL TERMS AND CONDITIONS:**

6.1 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.

6.2 ANNOUNCEMENT OF AWARD:

Upon the award of the announcement of the decision to award a contract as a result of this solicitation, the Jail will publicly post such notice on DGS/DPS eVA VBO website (www.eva.virginia.gov) for a minimum of 10 days.

6.3 ANTI-DISCRIMINATION:

By submitting their proposals, Offerors certify to the Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with

public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E). In every contract over \$10,000 the provisions in A and B below apply:

A. During the performance of this contract, the Offeror agrees as follows:

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 nondiscrimination clause.
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.
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.

B. The Offeror will include the provisions of (A) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

6.4 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.

6.5 APPLICABLE LAWS AND COURTS:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of Brunswick County. The Offeror shall comply with all Federal, State and Local laws, rules and regulations.

6.6 ASSIGNMENT OF CONTRACT:

A contract shall not be assignable by the Offeror in whole or in part without the written consent of the Jail.

6.7 AUDIT:

The Offeror shall maintain and retain books, records and documents of all costs and data support of the services provided under the resultant contract for a period of not less than five (5) years after the effective date of the final payment, or until audited by the Jail whichever is sooner, or contract termination. During this five (5) year term, the Jail, or it's authorize representative, shall have full unlimited access to, and the right to examine any said materials during the said period.

The Offeror shall include the audit provisions of this section in all subcontracts and contracts of any entity providing goods and services pursuant to this Contract so as to guarantee the Jail's right 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.

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

6.8 AVAILABILITY OF FUNDS:

It is understood and agreed between the parties herein that the Jail shall be bound hereunder only to the extent of lawfully appropriated funds.

6.9 BID PRICE CURRENCY:

Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

6.10 BIDDER, OFFEROR AND OFFEROR COMPLIANCE:

All Bidders, Offerors and Offerors shall comply with the *Virginia Public Procurement Act, (Code of Virginia 2.2-4300, et. seq.)*, and all applicable Jail policies, regulations and procedures adopted pursuant thereto.

6.11 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.

6.12 OFFEROR'S PERFORMANCE:

- A. The Offeror agrees and covenants that its agents and employees shall comply with all Local, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
- B. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
- C. The Offeror shall cooperate with Jail officials in performing the Contract work so that interference with normal operations will be held to a minimum.

6.13 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 Crystal Willett, 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 Jail Superintendent of the Meherrin River Regional Jail Authority by providing written notice to the Jail Superintendent, 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.

6.14 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.

6.15 DEBARMENT STATUS:

By submitting their proposals, Offerors certify that they are not currently debarred by the Jail, from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

6.16 DEFAULT:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Jail, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Jail may have.

6.17 DRUG-FREE WORKPLACE:

During the performance of this contract, 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; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to An Offeror, 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.

6.18 ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or Subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6.19 FINANCIAL STATEMENTS:

All Offerors, by submission of a response to this solicitation, agree to provide the Jail, within ten (10) calendar days of the Jail's request, a copy of its most recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the Jail. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the Jail, and the Jail shall be under no obligation to return the financial statement(s). The Offeror chosen as a result of this solicitation shall include this same provision in the contracts of all

Subcontractors and any other entity providing goods or services related to the Jail contract, so as to guarantee the Jail's rights to obtain financial statements. 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 in obtaining financial statements which would have otherwise been available under the provisions of this section.

6.20 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

The Offeror certifies that they do not, and shall not during the performance of the contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

6.21 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.

6.22 INDEPENDENT OFFEROR

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

6.23 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.

6.24 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 license or other intellectual property permissions, unless otherwise specified by the Jail.

6.25 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, Attn. Superintendent Crystal Willett, 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.

6.26 PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Offeror directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual

Offerors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).
4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Offerors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Jail shall promptly notify the Offeror, in writing, as to those charges which it considers unreasonable and the basis for the determination. An Offeror may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Jail of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. An Offeror awarded a contract under this solicitation is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Offeror's receipt of payment from the Jail for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - b. To notify the Jail and the Subcontractor(s), in writing, of the Offeror's intention to withhold payment and the reason.
2. The Offeror is obligated to pay the Subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Offeror that remain unpaid seven (7) days following receipt of payment from the Jail, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub tier Offeror performing under the primary contract. An Offeror's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Jail.

C. The Jail encourages Offerors to accept electronic and credit card payments.

6.27 PRECEDENCE OF DOCUMENTS:

The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF JAIL FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

6.28 QUALIFICATIONS OF OFFERORS:

The Jail may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Jail all such information and data for this purpose as may be requested. The Jail reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Jail that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

6.29 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.

6.30 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:

- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
- B. Unless specified otherwise in the Contract, the offeror shall pay all royalty and license fees relating to the items covered by the contract.
- C. 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.

6.31 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.

6.32 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:

In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Offeror agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the Jail's use and acceptance of such form, or its acceptance of Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

6.33 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.

6.34 TERMINATION FOR CONVENIENCE:

Unless otherwise stated, any resultant contract may be terminated, 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 to the Offeror sent at least five days prior to the stated termination date. 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.

6.35 TESTING AND INSPECTION:

The Jail reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications

6.36 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.

7. SPECIAL TERMS AND CONDITIONS:

7.1 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:

The Offeror assures that information and data obtained as to personal facts and circumstances related to inmates 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 law or the Code of Virginia. Offerors 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 the security of such information. Offerors shall allow the Jail to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Offerors and their employees working on this project may be required to sign a confidentiality statement.

7.2 CONTINUITY OF SERVICES:

A. The Offeror 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 Offeror, may continue them. The Offeror 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 Offeror to its successor.
- B. The Offeror 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 Offeror 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.

7.3 FINAL INSPECTION:

At the conclusion of the work, the Offeror shall demonstrate to the authorized owner's representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Offeror at the Offeror's sole expense prior to final acceptance of the work.

7.4 IDENTIFICATION OF PROPOSAL ENVELOPE:

If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From:			
	Name of Offeror	Due Date	Time
			RFP #02-FY2021
	Street or Box Number		
	City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation. If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

7.5 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION:

The initial term of this contract shall be for seven (7) years, commencing July 28, 2021, with the option to renew for an additional three (3), one-year (1) periods, upon mutual consent of the parties to the contract. Prices submitted by the Offeror shall remain firm for the initial term of the contract. **For future contract periods:** The final negotiated percentage commission payable to the Jail shall not decrease during the initial contract term and subsequent renewals. Rates charged to the inmates for telephone services shall be firm for the initial contract term.

7.6 SUBCONTRACTS:

The Offeror 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 Offeror 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.

7.7 WARRANTY (COMMERCIAL):

The Offeror agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Offeror gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Jail by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

7.8 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 Offeror's expense.

8. ATTACHMENTS

- Attachment A – Vendor Data Sheet
- Attachment B – Virginia State Corporation Commission Registration Information
- Attachment C – Offeror Certification (renewed annually)
- Attachment D – Proprietary/Confidential Information Identification
- Attachment E – Deviations Exceptions Exhibit
- Attachment F – Call History
- Attachment G – Proposed Pricing and Commission Schedule

ATTACHMENT A

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
Years _____ Months _____

4. Vendor Information: eVA Vendor ID or DUNS No.: _____

5. Indicate below a listing of at least three (3) recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address and telephone number of the point of contact.

Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _

Dates of Service: _____ \$ Value: _____

Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _

Dates of Service: _____ \$ Value: _____

ATTACHMENT B

STATE CORPORATION COMMISSION REGISTRATION INFORMATION

Virginia State Corporation Commission (SCC) registration information - The bidder:

is a corporation or other business entity with the following SCC identification number:

-OR-


is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location)

-OR-

is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for (the Jail reserves the right to determine in its sole discretion whether to allow such waiver): 

ATTACHMENT C

OFFEROR CERTIFICATION RELATING TO BACKGROUND CHECKS

MEHERRIN RIVER REGIONAL JAIL AUTHORITY

I, _____, certify to the Meherrin River Regional Jail Authority that no representative or employee who will provide services under this contract, and who will have direct contact with inmates on Meherrin River Regional Jail property or during Meherrin River Regional Jail sponsored activities, has been convicted of a felony or any serious misdemeanor offense.

I understand that I can be found guilty of a Class 1 misdemeanor for making a materially false statement in this Certification of Offeror and that a conviction for making a materially false statement in this Certification of Offeror shall be grounds for the revocation of my firm or business's contract with the Meherrin River Regional Jail Authority.

Date

Signature

Title

Company Name

ATTACHMENT D

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

OFFERORS MUST SUBMIT THIS FORM WITH THEIR PROPOSAL IF DECLARING ANY TRADE SECRET OR PROPRIETARY INFORMATION

Ownership of all data, documentation, and materials originated and prepared for the Meherrin River Regional Jail pursuant to this Request shall belong exclusively to the Jail and shall 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 inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" prominently displayed on the cover.

SECTION / TITLE	PAGE #'s	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E

DEVIATIONS EXCEPTIONS EXHIBIT

Name of Offeror: _____

Please list any deviations to RFP specifications below:

APPENDIX F

CALL HISTORY FOR JULY 2018 – JUNE 2020

1. NUMBER OF CURRENT TELEPHONE LOCATIONS:

- **Alberta Facility:**
 - **62 Wall Boxes**
 - **7 Roll-Around**

- **Meherrin Facility:**
 - **19 Wall Boxes**
 - **3 Roll-Around**

2. CALL TYPE BREAKDOWN:

Type of Call	# of Calls	Total Minutes	Ave Call Length
Local Debit	10,682	62,178	5.8
Local Collect	392	298	0.8
Intralata Debit	102,319	639,768	6.3
Intralata Collect	548	3,869	7.1
InterState Debit (in state)	77,862	530,707	6.8
InterState Collect (in state)	143	891	6.2
InterLata Debit (out of state)	19,028	126,277	6.6
Interlata Collect (out of state)	56	568	10.1
International Debit	611	3,010	4.9

3. Use full rates only. Do not use time of day, or day of week discounts.
4. Number and duration of calls illustrates usage for July 2018 through June 2020 only, and may vary from year to year.
5. The Call Type Breakdown information above is provided by the current service provider. While this information is presumed to be correct, the Jail assumes no liability for the information provided.

APPENDIX G

PROPOSED PRICING AND COMMISSION SCHEDULE

1. Utilizing **APPENDIX F** and the Offeror’s PSC approved tariffs, the Offeror shall provide a worksheet (proforma) that calculates and projects commissions payable to the Meherrin River Regional Jail.
2. Include in the worksheet the following information:
 - 2.1 Surcharges and costs per minute/each additional minute for each type of **APPENDIX F** call.
 - 2.2 For comparison purposes, calculate and project commission payable using **APPENDIX F** with local calls charged at PSC approved measured service rates, and with local calls charged at PSC approved flat rates.
 - 2.3 Example worksheet as follows:

Commission Rate: Percentage based on both collect and debit calling

Minimum Annual Revenue Guarantee (MAG):

Flat per minute call rate with no time of day and mileage bands.

Debit Rates:

<u>Type of Call</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local		
IntraLATA		
InterLATA		
InterState		
International		

Collect Rates:

<u>Type of Call</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local		
IntraLATA		
InterLATA		
InterState		
International		