

COMMONWEALTH OF VIRGINIA
RSW REGIONAL JAIL



April 5, 2019

REQUEST FOR PROPOSAL

**JAIL INMATE TELEPHONE AND
COMMUNICATION SERVICES**

RFP-2019-002

Your firm is invited to submit a proposal to provide Jail Inmate Telephone and Communication Services for RSW Regional Jail, to be installed, in accordance with the enclosed specifications. The submittal, consisting of the original proposal and **five (5)** additional copies marked, "**Jail Inmate Telephone and Communication Services**", will be received no later than **2:00 p.m., May 20, 2019**, by:

IN PERSON OR SPECIAL COURIER

RSW Regional Jail
Attn: Stephanie Smith
6601 Winchester Rd
Front Royal, Virginia 22630

OR

U.S. POSTAL SERVICE

RSW Regional Jail
Attn: Stephanie Smith
6601 Winchester Rd
Front Royal, VA 22630

This RFP and any addenda are available on the RSW Regional Jail of website at: www.rswregionaljail.com. The Requests for Proposals link is listed under the Current and Past Solicitations Section on the home page. To download the RFP, click the link and save the document to your hard drive. To receive a printed copy of this document please call (540)622-6097 or stephanie.smith@rswregionaljail.com. To receive an email copy of this document please contact stephanie.smith@rswregionaljail.com

Time is of the essence and any proposal received after **2:00 p.m., May 20, 2019** whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Finance Office. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Finance Office personnel by the deadline indicated.

The awarding authority for this contract is the RSW Regional Jail Authority.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The RSW Regional Jail reserves the right to accept or reject any or all proposals submitted.

Technical questions concerning this Request for Proposal should be submitted to **Deputy Superintendent Steven Weaver**, steven.weaver@rswregionaljail.com no later than **May 10, 2019**.

**JAIL INMATE TELEPHONE AND
COMMUNICATION SERVICES
RSW Regional Jail**

I. INTRODUCTION:

The purpose of this Request for Proposal (RFP) and resulting contract is to solicit competitive proposals for Inmate Telephone and Communication Services for RSW Regional Jail. It is the intent of RSW Regional Jail to provide Telephone and Communication Services to the inmates of RSW Regional Jail at its premises as described below. RSW has determined to issue a Request for Proposals using the competitive negotiation method for procurement under the Virginia Public Procurement Act for this contract because it is both impractical and not fiscally advantageous to RSW to issue an Invitation to Bid and use competitive sealed bidding due to the fact that this is a services contract where the quality of the performance is more important than accepting the lowest bid and it is difficult to write specifications.

II. BACKGROUND

The RSW Regional Jail is a 600 bed facility located at 6601 Winchester Road Front Royal, VA. This Regional Jail facility serves Rappahannock, Shenandoah, and Warren Counties.

III. SCOPE OF SERVICES

A. General:

1. The Successful Offeror shall provide local and long distance telephone and e-tablet service, including a recording and monitoring system and equipment for the inmates in RSW Regional Jail as follows:
2. The inmate telephone system must include all telephones, E-Tablets, workstations, communication equipment for inmates with disabilities as defined by the ADA Act, recording equipment, monitoring equipment, software, server, PIN interfaces, wiring, and data storage devices necessary to meet the requirements herein. Unless otherwise specified herein, the offeror shall furnish, without cost to RSW Regional Jail, all material, labor, facilities, equipment, and software necessary to perform the services required herein.
3. The Successful Offeror must comply with all applicable laws and Federal Telephone Commission regulations regarding licensing and certifications, and provide the FCC registration number(s) for the proposed main call processing unit as well as all patient numbers and patient holder information.
4. The Successful Offeror shall provide telephone and communication devices of equal capabilities for inmates with a disability, as defined by the ADA Act, at no additional cost to RSW Regional Jail.
5. The inmate telephone system must record and store each inmate call and the call detail as they occur in real-time to a central primary recording and storage location and a secondary

recording and storage location. The secondary recording and storage location shall be in a separate physical location in a separate building from the primary storage location, as chosen by the Successful Offeror. Retention of the records will be the responsibility of the Successful Offeror and shall be retained for three (3) years.

6. The Successful Offeror must be able to interface with the RSW offender management system and all future versions of such system. This interface and future upgrades will be provided at no cost to RSW Regional Jail.
7. The Successful Offeror must provide any system modifications, upgrades or additions necessary to enable the system to operate according to all technical and performance specifications stated herein or exceed the specifications at no additional cost to RSW Regional Jail.
8. Single Point of Contact: The Successful Offeror must function as the single point of contact for RSW Regional Jail, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems and liabilities for all problems relating to all hardware, software and services provided.
9. The Successful Offeror will be responsible for all costs of installation or disconnection throughout the term of the Contract.
10. The Successful Offeror will be required to furnish and install equipment, dedicated lines, and any other item necessary to make this service functional. The Successful Offeror will be required to remove all equipment, dialers, and/or dedicated phone lines from RSW Regional Jail facilities without charge to the RSW Regional Jail when the contract either expires or is terminated.
11. The Successful Offeror shall establish and provide a dedicated line at RSW Regional Jail Headquarters for the Prison/Rape Elimination Act (“PREA”) Hotline.
12. The Successful Offeror shall provide e-tablets for inmate usage at a one-for-one basis. The e-tablets must be capable of placing calls, sending and receiving text messages, providing legal law library access to include Virginia, West Virginia and Maryland, providing video entertainment and e-book access, educational programs and services to include GED and Special Education, religious programs, and allowing e-courses and programs. The Successful Offeror will provide twenty-four (24) hour tech support for e-tablets and programs.
 - a. The Successful Offeror will maintain e-tablets at a one-for-one basis for all general population inmates, replacing broken e-tablets or adding more to accommodate population growth, as needed, at no additional cost to the RSW Regional Jail. Broken tablets will be billed to the assigned inmate, not RSW Regional Jail
 - b. E-Tablets activities and communications via call or texts will be recorded and stored in a format that allows RSW staff to review them at any time. These records will be kept for three (3) years.
 - c. E-Tablets must be provided in a Spanish version, with equivalent content and

capabilities.

B. Inmate Call Requirements:

1. The inmate telephone system must be capable of handling collect, debit and pre-paid calls. These call types shall hereinafter be referred to as a “call”.
 - a. Collect Call: A collect call shall consist of the inmate placing a call through the inmate telephone system that is billed to the party accepting the call.
 - b. Debit Call: A debit call shall consist of the inmate purchasing phone time through the inmate trust account system before placing a call through the inmate telephone system.
 - c. Pre-paid Call: A pre-paid call shall consist of the called party (inmate’s family/friends) establishing a pre-paid account with the offeror to receive telephone calls from an inmate.
2. The features and requirements outlined herein shall be applicable to all calls placed through the inmate telephone system, including local calls, calls within the Local Access Transport Area {intraLATA}, calls outside the Local Access Transport Area {interLATA}, interstate calls, and international calls.
3. The inmate telephone system shall allow one-way, out-going service only, preventing any inmate telephone from receiving incoming calls.
4. The inmate telephone system must have the ability to process collect calls utilizing an automated attendant.
5. The inmate telephone system must prohibit access to the following:
 - a. Direct-dialed calls of any type;
 - b. Access to “0”;
 - c. Access to "411" information service;
 - d. Access to “611” customer service;
 - e. Access to toll free (i.e. 800, 855, 866, 877, 888) type calls,
 - f. Access to 900 and 911 type services; and
 - g. Access to multiple long distance carriers via 950, toll free (i.e. 800, 855, 866, 877, 888) and 10 10-XXX numbers.
6. The inmate telephone system must allow RSW Regional Jail the ability to block an inmate from calling individual telephone numbers or large number ranges (i.e. federal, state, local RSW Regional Jail telephone numbers, etc.).
7. The inmate telephone system must provide a pre-recorded announcement identifying that the call is coming from a specific inmate within a RSW Regional Jail facility before call acceptance. This recording must be heard by the answering party. The pre-recorded announcement shall include a statement that indicates that the call may be recorded.
8. The inmate telephone system must receive call acceptance by the called party through caller confirmation (positive acceptance) before the called party may speak to the inmate.

9. The inmate telephone system must provide the called party the ability to self-initiate blocking of current and future calls from RSW Regional Jail.
10. In all circumstances, the inmate telephone system shall limit the inmate to a single call request. The inmate telephone system must always require the inmate to disconnect a call before initiating another call.
11. If a call is not accepted by the called party, or if no one answers the call, the inmate telephone system must inform the inmate of the situation and not simply disconnect the call.
12. The inmate telephone system must mute the inmate's call until the call has been accepted by the called party.
13. The inmate telephone system must be programmed to block a destination number after five (5) denied attempts or five (5) not-accepted attempts where the called party hangs up without pressing a key.
14. The inmate phone system must allow calls to be made to attorneys at no cost.

C. Personal Identification Number (PIN) Requirements:

The proposed system shall utilize Voice Recognition and Personal Identification Numbers (PIN) for the inmates. The inmate's PIN shall consist of the inmate number, a 9 digit PIN number. PIN numbers are generated by RSW Regional Jail Management System, Jail Tracker, and passed to the telephone system through an interface, which the Successful Offeror will be responsible for developing with Interact at no cost to RSW Regional Jail.

D. Pre-Paid Call Requirements:

1. The Successful Offeror must provide two (2) completed, free fifteen (15) minute phone calls for individuals that are committed to RSW Regional Jail. These phone calls should be able to be completed from any inmate phone or device in the facility.
2. The inmate telephone system must be able to limit inmate calls to fifteen (15) minutes.
3. The inmate telephone system must include an integrated application that allows a called party the ability to establish a pre-paid account with the Successful Offeror to receive telephone calls from an inmate.
4. The inmate telephone system must allow a called party to receive and accept a one-time free call from an inmate following the normal call validation and screening processes (*i.e. a new customer that has not established a pre-paid account*). Once the call has been completed, the Successful Offeror must allow the called party to establish a pre-paid account or allow the called party to establish a pre-paid account from the original call.
5. The inmate telephone system must announce to the called party the rates of the call prior to acceptance of each call.
6. The inmate telephone system must inform the called party of their *current* pre-paid account

balance prior to acceptance of each call. The pre-paid account balance should be rounded to the next minute.

7. The inmate telephone system must be capable of performing anytime debit purchase capability through RSW Regional Jail inmate trust account system and kiosk application.
8. The Successful Offeror must not charge any fees to the inmate to allow for transfer of funds from the inmate's trust account to the debit phone account and must allow the ability to move money from the phone account back to their trust account at no cost.
9. The Successful Offeror must be able to interface with RSW Regional Jail's commissary and trust account provider and the kiosk system without cost to RSW.
10. The inmate telephone system must *allow* a manual input of funds from RSW Regional Jail's workstation or institutional canteen to an inmate's account in the event that a refund or other credit adjustment is necessary and warranted.
11. The Successful Offeror must provide an ability to generate reports that contains debit purchases by inmate that shall include:
 - a. Date of purchase;
 - b. Amount purchased;
 - c. Inmate identification number
12. The inmate telephone system should be capable of providing the inmate their current debit account balance via any inmate telephone or e-tablet within the facility to which they are currently assigned and located.

E. Fraud Management:

1. The proposed system shall be able to detect and notify three-way or conference calls. It is understood there are industry patents in this area. Offerors shall provide a description of the process they have deployed on their platform and why it is felt the technical approach provides the best 3-way detection solution.
2. The proposed system shall prevent the inmate from obtaining a second dial tone, or "chain-dialing."
3. The proposed system shall prevent the inmate or called party from dialing extra digits after the call is accepted.
4. The proposed system shall be able to remotely monitor Inmate calls and be able to transfer calls in progress to investigators.
5. The proposed system shall identify the name of the facility and the inmate placing the call to the called party.
6. The proposed system shall be able to play prompts randomly throughout the call.

7. The proposed system shall guard against “Hook-switch dialing,” and other fraudulent activities.
8. The inmate shall not communicate with the called party until the call has been accepted.
9. The system shall detect the difference between an accepted call, an answering machine, busy signal, and other telephone activity.
10. The proposed system shall allow call blocking of specific numbers for the entire RSW Regional Jail and by each site.
11. The proposed system shall also provide the ability to approve and disapprove specific phone numbers that each inmate can call.
12. The proposed system shall permit the called party to block all future calls from the facility.
13. The system must have the capability to suspend an inmate’s privileges from placing a call and set a beginning and end date without the need to manually re-enable privileges.
14. The proposed system shall allow the inmate to record their name one time and store this recorded name for all future calls.
15. The proposed system shall include voice recognition to prevent calls being placed under another inmate’s account.

F. Other Investigative Tools:

1. The system will need to be equipped with a remote conferencing feature and e-mail feature for those numbers that are under surveillance by the investigative unit. The feature will need to allow authorized personnel to monitor a call and receive e-mail notification from any designated remote location, while the call is in progress. The call will need to be automatically conferenced to predetermined investigators’ telephone numbers in listen mode only once the call is accepted by the called party and in progress.
2. The proposed system must allow for all calls remotely conferenced to investigators to be accepted by the investigator with a unique PIN.
3. Offerors should provide any other additional investigative tools, features or creative solutions that might be available to RSW Regional Jail.
4. The system must have the capability to bridge a call to an authorized remote number for those phones, phone numbers, and / or PINs that are under surveillance by the authorized personnel. The feature should allow authorized personnel to monitor a call, from any designated remote location, while the call is in progress. The system must have the options to allow the remote authorized personnel to receive the call to monitor at the same time the call is dialed out so the authorized personnel can hear the called party acceptance options. The administrators must be able to continue to monitor other calls, through the on-site workstation, while utilizing the remote live call-forwarding feature. The system must be

configurable to alert up to three RSW Regional Jail personnel and prompted for a personal identification number when he/she receives a call from the system before the call is connected to the authorized personnel. The authorized personnel receiving the remotely connected call must be able to disconnect the call from the phone device in which they received the remote monitored call. The authorized personnel receiving the remotely connected call must be able to break into the inmate conversation if desired and talk to both parties from the phone device in which they received the remote monitored call and the ability to go back on Mute. The system must allow authorized staff to enter in an e-mail address in which to receive a system generated e-mail indicating the automated call monitoring to the remote location which shall include, at minimum the inmate phone being used to place the call, the phone number being called, and the inmate placing the call.

5. The system must provide the ability for investigators to attach case-notes to a call and view it from a report such as a call detail report. The system shall allow investigators to share notes about a call or keep them private if they choose and use text entries, such as a case number or a specific gang affiliation in the case-notes as the search criteria to retrieve specific case-notes with the associated call detail record. This feature must provide the ability to do a full text search against the notes attached to the call.
6. The call detail record must have the capability to download a call directly from the call detail report. The system must also allow authorized staff to copy multiple calls to a folder for download at a later time.
7. The system must support unlimited recording folders per user. The recording folders must allow recordings to be downloaded in the recording's native format as well as .WAV and .MP3 formats. The recording folders must allow recordings to be downloaded as a ZIP file.

G. Call Acceptance:

1. The proposed system shall provide an option for the called party to request the rate of the call prior to acceptance.
2. The called party must actively accept the call.
3. The inmate must not be able to communicate nor hear the called party until the call has been accepted.
4. Billing shall not begin until the call is accepted and both parties can freely communicate.

I. System Security:

1. The proposed system must be programmed for auto shut-off at times designated by RSW Regional Jail.
2. RSW Regional Jail personnel must be able to manually shut down the system in case of emergency.
3. The proposed system shall be password protected to permit only appropriate facility personnel access to the system.
4. The system must have the capability to enable and disable any phone at the facility from

any secured internet enabled computer.

5. For security purposes the system must be a centralized non-premise system that will keep all records secure and not require the need to be maintained at the facility. Describe the system you are proposing and how the system will meet this requirement.

J. Reports:

1. The Successful Offeror shall provide the capability for RSW Regional Jail staff to view and track call activity, commission information, and facility service requests from any location at any time via a web accessible site.
2. The Successful Offeror shall provide call detail reports to RSW Regional Jail which is fully integrated into the platform. These reports shall contain a variety of call information and be customizable to suit RSW Regional Jail's needs.
3. Standard reports should include, but not be limited to: Frequently Dialed Numbers, 3- Way Call Attempts, and Call Volume by Telephone.
4. The Successful Offeror shall provide monthly revenue reports via the internet /web.
5. Offerors shall include samples of their call detail and other standard reports with their proposal.
6. The Successful Offeror shall provide a secure access to all calling activity within the facility via the internet/web. The hosted site will need to provide an interface that will allow a facility to view call detail reports, check and track a facility commission data. This system should also allow facilities to open and/or view the status of service tickets.
7. The Successful Offeror should be capable of providing additional custom reports upon the request of RSW Regional Jail at no additional cost to RSW Regional Jail.
8. The Successful Offeror must be capable of providing a complex query engine that allows RSW Regional Jail to generate most if not all custom reporting.

J. Service & Maintenance:

1. The Successful Offeror must provide maintenance twenty-four (24) hours per day, seven (7) days per week, including preventive and remedial maintenance as well as all parts and labor. For repair service, the Successful Offeror must be able to respond by arriving onsite at the institution any time during a twenty-four (24) hour per day basis, three hundred and sixty-five (365) days of the year. All repairs or replacements must be started within two (2) hours following notification of a major system failure and the Successful Offeror must exhibit to RSW Regional Jail a best-efforts approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification by RSW Regional Jail. The Successful Offeror shall understand that a response shall be defined as a qualified technician, certified on the installed equipment, will either be on- site or attempting to correct the problem remotely.

2. The Successful Offeror must provide twenty-four (24) hour, seven days per week immediate telephone support for RSW Regional Jail personnel to resolve technical problems for hardware, software, data connectivity, offeror network, monitoring, and recording system. The Successful Offeror must provide immediate access to a person knowledgeable and able to provide information to resolve the problem.
3. The Successful Offeror shall provide all labor, parts, materials, and transportation to maintain the inmate telephone system in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charges may be made to the Jail for maintenance of the system.
4. Any and all repairs shall be performed at the Successful Offeror's expense during the term of the Contract.
5. Offerors shall submit service policies and procedures with their proposal.
6. Offerors shall describe the maintenance and quality assurance programs for the telephones being offered.
7. Offerors shall detail equipment installation charges, if any, in their proposal.
8. Offerors shall describe the method of determining service interruptions and service call priorities. List response time for each priority and the level of expertise devoted to each priority.
9. Offerors shall provide a contact person who will be responsible for ongoing account management and support.
10. The proposed system shall have the capability for remote diagnostics to minimize facility visits by the Successful Offeror. Offerors shall describe in the proposal their system diagnostic process and tools used to resolve or repair problems.
11. The Successful Offeror shall provide an onsite systems administrator, 16 hours a week to consist of Tuesdays and Thursdays to handle all inmate telephone complaints/issues received from inmates or outside consumers, ensure that all phones are kept in working order, add site users, assist with investigations, retrieve and save telephone calls and reports, testify in court as necessary and train new users. Any charge for this service, if applicable, should be factored into the fee for services and not as a separate line item.

K. Call Monitoring & Recording:

1. The proposed system shall maintain all call recordings on SAN storage technology and not use tape drives for storage of call recordings. The inmate telephone system must have the ability to provide immediate access to call recordings and details.
2. The inmate telephone system must have the ability to store all call recordings and detail permanently for retrieval for the term of the contract.
3. The Successful Offeror must incorporate all saved/stored inmate phone calls along with all of

the miscellaneous data that is tied to each phone call.

4. The inmate telephone system shall permit RSW Regional Jail personnel to search call recordings by dialed number, date, time, inmate account, or site name.
5. The inmate telephone system shall permit RSW Regional Jail personnel to simultaneously monitor live conversations while the system is recording the conversations.
6. The inmate telephone system shall permit RSW Regional Jail personnel to monitor, disconnect, or barge into a live call.
7. The inmate telephone system must have the ability to have a selectable scan of all live calls in progress by selecting active calls only. The scanning feature during live monitoring must have the ability to enter a time frequency in which the system will play active calls for 30 seconds (configurable) each and rotate through active calls for the set amount of time for each call.
8. The proposed system must provide call history through live monitoring to allow personnel to see recent activity for phone numbers and phones without navigating away from live monitoring.
9. The Successful Offeror will be responsible for monitoring the storage capacity of each of the storage solutions to ensure no call recordings and details are lost.
10. The inmate telephone system shall at a minimum selectively search and sort calls by RSW Regional Jail for monitoring and recording by one, all, and/or a combination of the following:
 - a) Facility
 - b) Specific phone
 - c) Start and Stop Time and Date of Call
 - d) Billed to Numbers (BTN)
 - e) Three-Way Calls
 - f) Frequently Dialed Numbers
 - g) Inmate PIN Number
 - h) Calls monitored or listened to by user
11. The inmate telephone system must automatically call and alert investigators and offer live monitoring of calls in real time.
12. The inmate telephone system must allow an investigator to select a particular telephone for monitoring while a call is in progress. The inmate telephone system must display "real time" call activity on a workstation. This activity must be detailed by inmate PIN number, date of call, start time of call, telephone location and called number.
13. The inmate telephone system must simultaneously provide recording and playback of both the transmitting and receiving sides of conversations. The playback of any selected channel must be accomplished while continuing to record all input channels.
14. All call activity data and call recordings shall be the property of RSW Regional Jail.

15. The inmate telephone system must export call detail search data to Excel and PDF formats.
16. The inmate telephone system must be able to save and store unique query criteria by individual system user as established herein, to include ability to save multiple bill-to numbers (BTN) and inmate identification numbers.

L. Training:

1. The Successful Offeror shall provide initial installation training to RSW Regional Jail staff members in system administration, operation, and reporting. Upgrade and refresher training may also be required for the length of the contract. This training shall be at no cost to RSW Regional Jail.
2. Offerors shall describe in their proposals the training program; including course descriptions and any applicable documents.
3. The Successful Offeror shall provide information pamphlets and posters for inmates on the use of the inmate telephone system for all applications when requested by RSW Regional Jail.

M. Payment Options:

1. The proposed system shall allow automated operator collect calling.
2. All prepaid calls will be subject to the same restrictions and features as standard inmate collect calls.
3. The called party shall be provided an option to request cost of the call prior to accepting the charges.
4. Offerors shall have a system in place that will allow inmate families and friends to set-up alternate billing methods directly with the Successful Offeror. Two of the methods RSW Regional Jail would like to see offered are:
 - a) A system that will allow inmate families and friends to set-up an account directly with the Successful Offeror. An advance payment system that would allow customers to prepay for calls from the facility.
5. The Successful Offeror shall provide the ability for inmate families and friends to accept and pay for a single call with a credit or debit card without the need to establish an account or transfer to customer service.
6. The Successful Offeror must allow calls to cell phones to all main U.S. cellular carriers, to include, but not limited to, Verizon, Sprint, AT&T, T-Mobile, and Pre-Paid Carriers and have an ability to establish accounts for such customers.

N. Equipment:

1. The inmate telephone system must include telephone equipment that is an industry-standard

design and powered by the telephone line that requires no additional power source. RSW Regional Jail will provide a power source at the demarcation location.

2. The inmate telephone system must include telephone equipment that is *either* chrome-plated, *stainless steel or painted/powder coated that is mar and scratch resistant with* Dual Tone Multi-Frequency (DTMF) dial.
3. The inmate telephone system must include tamper-proof steel housing that protects the electronic components of the telephone.
4. The inmate telephone system must include telephone equipment that is capable of being operated with ease and includes concise instructions on the faceplate.
5. The inmate telephone system must include an armored handset cord that is resistant to stretching and breaking. The handset cord length should be 18 inches long.
6. The components of the inmate telephone system must comply with Americans with Disabilities Act (ADA) requirements.
7. The proposed equipment and system shall be scalable to meet RSW Regional Jail's growing needs.
8. The equipment and system being offered shall include backup power in the event of temporary loss of commercial power.

N. Other Inmate Phone Requirements:

1. The inmate telephone system must detect an attempt made by the called party to attempt a three (3)-way or conference call at any time during the call and immediately following the connection of the call, regardless of where the called party is located. If detected, the inmate telephone system must mark the call for further review. The inmate telephone system must provide a canned reporting mechanism showing 3-way call attempts.
2. The inmate telephone system must provide an immediate and selective shutdown via a kill switch placed at the following locations:
 - a. At the demarcation location – which shall shutdown all telephones in the institution;
 - b. At the central control center – which shall shutdown select or all telephones in the institution;
 - c. At all housing units – which shall shutdown select or all telephones in the housing unit; and
 - d. Through the software provided for accessing inmate telephone calls.
3. The inmate telephone system must provide connectivity to all inmate telephones at the same time.
4. The inmate telephone system must process calls on a selective bilingual basis that allows the inmate to select the preferred language utilizing a code on the keypad (i.e. "1" for English and "2" Spanish).

5. The inmate telephone system must include a fraud prevention feature that shall randomly interject pre-recorded announcements to the called party throughout the duration of the conversation indicating the source of the call. The fraud prevention shall not allow the inmate to interfere with these announcements.
6. The TDDs provided with the inmate telephone system must be compatible with the standard telephone devices provided with the inmate telephone system.
7. The inmate telephone system must provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced programming and diagnostics. The inmate telephone system must provide access to the built-in advanced diagnostics and program control by the service center personnel and shall provide failure reports, service history and other diagnostic information.
8. The inmate telephone system must include an uninterruptible power supply source capable of supporting the system for a period of at least ten (10) minutes, in the event of a power failure. This is to ensure there is no loss of recordings or "real time" call data.
9. The inmate telephone system must allow RSW Regional Jail to set to private a BTN from recording for a specified period of time. The inmate telephone system must automatically begin recording once the allotted time has passed.
10. It is required that the inmate telephone system allow RSW Regional Jail to set calls to a specified telephone number or by a specified inmate to be indefinitely blocked from playback by users, however, still recorded. The record of the call should still show in the call detail report, however, block the user from playing back the call. Access to the recording must be made available to only authorized users. The inmate telephone system must allow RSW Regional Jail to have administrative rights to add and delete RSW Regional Jail personnel that have access to the inmate telephone system's software instantaneously.
11. The inmate telephone system must be capable of running a user-specific phone list (i.e. employee telephone numbers) and query the calls placed through the inmate telephone system to determine whether calls were placed to these numbers.
12. The inmate telephone system must be capable of generating a single user activity report that identifies the calls monitored and/or accessed by specific RSW Regional Jail personnel during a specified time period.
13. The inmate telephone system must provide speed dial codes (i.e. #95) to allow an inmate to place an anonymous call to a predetermined location.
14. It is highly desirable for the inmate telephone system to be capable of emailing the call recording and detail from the workstation.
15. The inmate telephone system must be capable of suspending a PIN for a specified period of time without the need for staff to re-instate the inmates calling privileges.

O. Installation and Cut-Over:

1. Offerors shall submit a complete and detailed implementation schedule of the time-frame required for installation, utility coordination, training, cut over and testing. The system must be installed in a manner and under a time-frame designed to minimize disruption of the normal functioning of the facilities.
2. As a minimum, the Offeror's implementation plan shall include the following information:
 - a) The project manager's name and telephone number
 - b) An installation schedule that identifies major project milestones to include the start and completion date of each milestone and project completion date. The schedule shall include narrative explanations of the scheduled work.

Note: All employees of the Successful Offeror working on site at RSW Regional Jail shall have background checks completed (Please see attachments 2 and 3).

3. The project schedule should include the following milestones:
 - a) Site inspection
 - b) Site preparation
 - c) Delivery of equipment
 - d) Cabling installation
 - e) Equipment installation
 - f) Software installation
 - g) System testing
 - h) Conversion
 - i) Customer training
 - j) Acceptance
4. The risk of loss and or damage will be assumed by the Successful Offeror during shipment, unloading and installation of all equipment.
5. The Successful Offeror shall perform an onsite inspection of the work area prior to proceeding with the work. The Successful Offeror shall provide RSW Regional Jail a site report of the work that will be required and identify any pre-existing damage in the work area.
6. The Successful Offeror shall not cut into or through girders, beams, concrete, tile, partitions, ceilings or any other structure at the correctional institution without obtaining prior written approval from RSW Regional Jail.
7. The Successful Offeror shall install telephones and telephone equipment in accordance with the manufacturer's installation instructions.
8. If cabling is required as part of the installation, then the Successful Offeror shall provide all new cable at no cost to RSW Regional Jail. The Successful Offeror shall mark installed cable on both ends. Cable, existing and new, shall meet Electronic Industries Alliance (EIA) and Telephone Industry Associate (TIA) standards and comply with the most current National Electrical Code (NEC) requirements for low voltage cable. Within twenty-four (24) hours after completion of installation, the Successful Offeror shall provide RSW Regional Jail

signed certification that all circuits have been tested and all cables, pairs, blocks, frames, and terminals are legibly marked.

9. The Successful Offeror shall provide and install adequate surge and lightning protection equipment for all inmate telephone equipment.
10. The Successful Offeror shall install surface or wall mounted telephones, as designated by RSW Regional Jail.
11. The Successful Offeror shall clean and remove all debris resulting from the installation work at the completion of each workday.
12. If the Successful Offeror damages RSW Regional Jail's property, the Successful Offeror must restore the property to its original condition at no cost to RSW Regional Jail.
13. The Successful Offeror must install the telephone equipment using security studs to prevent the easy removal of the equipment.

IV. SECURITY REQUIRMENTS:

A. General:

1. Cooperate with Jail's personnel, observe and comply with all security regulations. The Successful Offeror's personnel and Subcontractors working on site at the jail will be required to wear a RSW Regional Jail supplied temporary photo identification card or contractor pass. No one will be allowed on site without wearing an issued card or pass.
2. Provide listing to the Project Manager of Successful Offeror's personnel and Subcontractor personnel who will be working on this project. The successful Offeror is required to provide notification of any and all changes as they occur.
3. Listing shall include:
 - a) Full name including middle name
 - b) Driver's License Number
 - c) Social Security Number
 - d) Date of Birth
 - e) Place of Birth
 - f) Dates for which clearance is requested

(Approval of Successful Offeror's employees and Subcontractor personnel with a criminal history will be decided on a case-by-case basis. Allow a minimum of 2 business days for security clearances to be processed.)

4. The Successful Offeror shall provide a directory to the Project Manager of all job site and emergency contact numbers for the Successful Offeror and all Subcontractors.
5. Successful Offeror's personnel and Subcontractor personnel shall complete and return a RSW

Regional Jail Clearance Form (Refer to Attachment I) at least 2 business days prior to their personnel start date on the work site. If applicant is disapproved, applicant will not be allowed on site.

6. Upon receipt of Security Clearances, the Deputy Superintendent will provide either a temporary identification card or a Contractor Pass to approved personnel. Personnel entering the site shall prominently display either the identification card or contractor pass at all times while on the work site.
7. In the event that an employee loses or forgets an identification card or contractor pass, the employee's supervisor will immediately notify the escort officer for appropriate clearance.
8. No yellow, tan, red, orange or cream jumpsuits or coveralls may be worn on the site.
9. The following items are prohibited from being brought into the jail or immediate grounds.
 - a) Weapons/Firearms
 - b) Hunting bows and arrows
 - c) Explosives
 - d) Volatile substance (except in conjunction with operating work machinery, i.e. air compressors, generators, etc.)
 - e) Ammunition
 - f) Flares
 - g) Alcohol/Drugs/Narcotics
 - h) Black Powder
 - i) Other contraband as determined by RSW Regional Jail
10. The use of explosive powered tools and other explosives shall be by special arrangement with the Project Manager. Equipment utilizing gunpowder or explosive substances in controlled areas must be escorted RSW Regional Jail Security Staff. Certain areas may require use of drilled fasteners only.
11. Controlled Areas
 - a. Personnel assigned to the work site will not be permitted into any controlled (occupied) area without being escorted by an RSW Regional Jail Officer.
 - b. Due to extensive work involved in the searching of all toolboxes, lunch boxes, etc., the Successful Offeror shall fully cooperate with RSW Regional Jail staff when entering and exiting the secure perimeter.
 - c. The following items, in addition to the above, are not permitted in inmate occupied areas.
 1. Cigarette Lighters
 2. Personal Knives
 3. Matches
 4. Tobacco Products
 5. Cellphones, unless approved in advance by the Deputy Superintendent

- d. The quantity and type of tools, equipment and materials taken into occupied areas will be checked and inventoried prior to entering a controlled area.
- e. The Successful Offeror's personnel shall account for all equipment, materials and tools each time the employees and escorts depart controlled areas including the recreation yard. The quantity of tools used inside the secure perimeter shall be kept to a minimum and limited to the tools required to complete the work. All construction materials and tools shall be removed from the work area at the end of each day or maybe stored in the work area if approved by the Superintendent.
- f. The Successful Offeror shall notify the escort if a tool is lost or unaccounted for. The Successful Offeror shall stop all work until the tool has been located.
- g. Gas welding equipment **will not** be permitted inside the jail facility.

B. Other work considerations:

- 1. RSW Regional Jail has minimum, medium and maximum-security inmates, who occupy housing areas and work inside the jail in the same general areas as the Successful Offeror's work area. Work will be performed within the occupied jail and therefore work schedules and procedures (including clothing and security clearances of personnel) must interface with jail security operations.
- 2. Security will take precedence over any project work to be performed.
 - a. Trash and construction debris shall be removed from the work area each day.
 - b. When performing work in inmate occupied areas, the Successful Offeror shall pick up and properly dispose of all construction scrap materials such as nails, wire ties, broken tools, etc. before leaving each day.
 - c. All construction materials shall be removed each day from work areas inside the secure perimeter and /or stored in approved areas.
 - d. No cameras will be allowed on jail property without prior written approval of RSW Regional Jail.
 - e. Cooperate with the RSW Regional Jail authorities, observe and comply with all security instructions.
- 3. The Offeror shall be responsible for ensuring that all personnel, equipment, tools and supplies/materials comply with any and all rules, regulations, and procedures of RSW Regional Jail and the individual facilities. Questions should be addressed to the Project Manager or a member of the administrative staff at the facility. The facility's rules, regulations and procedures governing the entry and conduct of staff working inside the facility will be made available and explained at the point of entry. RSW Regional Jail reserves the right to deny entrance to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures.
- 4. All personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detection canines. In addition, all equipment, tools, supplies and materials will

be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and brought out of the security compound when not in use.

5. Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with inmates or wards of a facility are prohibited and will be prosecuted under the provisions of the Code of Virginia. The Successful Offeror's personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a Successful Offeror's employee and an inmate which assists the prisoner to escape is a felony and will be prosecuted. Successful Offeror's personnel may not deliver, receive or otherwise transfer any item, no matter how harmless, to or from an inmate without express permission of RSW Regional Jail personnel.
6. The Successful Offeror's personnel or representatives are limited to movement to, from and within their assigned work area. No contact is allowed with inmates unless expressly approved.
7. No person who appears to be under the influence of drugs or alcohol will be allowed entry into the facility.
8. All Successful Offeror's personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility. All Offeror's personnel are required to be dressed appropriately for the duties they are performing. The Offeror's personnel shall not wear any clothing that is similar to or could be mistaken for an inmate uniform. Clothing that is short, tight-fitting, or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.
9. Any mail or packages received at the facility will be searched prior to being delivered inside the security perimeter.
10. The entrance of vehicles or motorized equipment inside the security perimeter is discouraged. However, should this be required, any vehicle left unattended must be locked and the keys removed or it should be otherwise rendered inoperable. No vehicle is permitted to leave the security perimeter until an institutional count has been completed. Count times will vary.

V. FEES, RATES, & COMMISSIONS:

A. Fees and rates:

1. The system will have the capability to inform the called party of the call cost prior to acceptance.
2. The offeror shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
3. The offeror shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract, to include damage and e-tablets.

4. Offeror billing to called parties must include the offeror information and a toll-free telephone number to resolve billing disputes.
5. Billing charges shall begin at the time of the call when the calling party is connected to the called party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
6. The offeror is responsible for Intra-lata, Inter-lata and Interstate Intra-lata service. The offeror shall abide by the local Telco Tariff Rates as per the State Corporation Commission. Intra-lata charges shall not exceed that of the local Telephone Company. Inter-lata charges shall not exceed the long distance provider's rate for calls originating from Jails East and West.
7. The fee for local calls will not exceed \$1.50 per call. The fee for long distance calls shall not exceed the standard AT&T or predominant carrier rate for the area. Calls originating from RSW Regional Jail Regional Jail to Rappahannock, Shenandoah or Warren Counties will be rated as local.

B. Commission Structure:

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.

Please provide information on the commission structure in your proposal. Include the following within your response:

1. What is the percentage of commission you will pay to RSW Regional Jail?
2. Explain in detail the method used to calculate revenue to RSW Regional Jail (e.g., gross revenue, adjusted gross revenue, net revenue).
3. State applicable deductions from Gross Revenue before calculating RSW Regional Jail's revenue (i.e., uncollectible calls, total calls, access lines charges, clearing house charges, RBOC, LIDB, etc.).
4. What is your method of reporting the calculation of RSW Regional Jail's commission payment?
 - a) Provide samples of proposed reports.
 - b) Is there a charge for customized reports?
 - c) If yes, provide amounts.
5. Describe collection procedures.

- a) What types of reports are available to RSW Regional Jail to audit commission payments?
Provide samples of reports.
 - b) RSW Regional Jail requires detailed reports of placed, accepted, local and long distance calls.
6. Describe the procedure for billing.
 - a) Describe your billing process and who handles billing.
 - b) Will there be any handling fees charged to RSW Regional Jail?
 - c) Are there any deductions from revenues?
 9. Provide offeror proposed flat calling rates for local, intraLATA, interLATA, and interstate calls.
 10. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at the contract award.

The commission rate shall be based on Gross Billed Revenue. Offeror shall include a detailed analysis as to how they determine and define gross revenue.

VI. ANTICIPATED SCHEDULE:

The following represents a tentative outline of the process currently anticipated by the RSW Regional Jail:

- Request for Proposals distributed April 19, 2019
- Deadline for Questions May 10, 2019
- Receive written proposals May 20, 2019
- Conduct oral interviews/negotiations May 30, 2019
- Project Completion TBD

VII. RSW Regional Jail RESPONSIBILITIES:

RSW Regional Jail will designate an individual to act as the Project Manager for all work performed under this contract. The Project Manager shall coordinate the work, and shall have the authority to make decisions in writing binding their respective employers on matters within the scope of the contract.

VIII. GENERAL CONTRACT TERMS AND CONDITIONS:

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the RSW Regional Jail Regional Jail, Board Authority. Should the Authority fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The successful offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the RSW Regional Jail should the RSW Regional Jail Board Authority fail to make annual appropriations for the Contract.

B. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. (Attachment D) Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Superintendent, his designee, or the Jail Board Authority.
4. Any falsification or misrepresentation contained in the statement submitted by the Bidder/Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.

C. Award of the Contract

1. The RSW Regional Jail reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Finance Office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable.
4. Upon making an award, or giving notice of intent to award, the RSW Regional Jail will place appropriate notice on the on the RSW Regional Jail website at: www.rswregionaljail.com

D. Collusion

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

E. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

F. Contract Period

1. The contract period shall be from date of award through a two-year period date. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for 3 additional one-year periods upon the sole discretion of the RSW Regional Jail.
3. The RSW Regional Jail desire is to have this RFP generate a two year contract with the option to renew up to three (3) times for a total of five (5) years. The resulting contract should require each party, the Offeror and the RSW Regional Jail, to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.
4. The contract shall not exceed a maximum of five (5) years.

G. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Warren, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Warren County General District Court or the Circuit Court of the County of Warren, Virginia.

H. County License Requirement

If a business is located in Warren County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Warren, telephone (540) 636-1604.

I. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the RSW Regional Jail may consider the Successful Offeror to be in default. In the event of default, the RSW Regional Jail will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the RSW Regional Jail's notice of default. If the Successful Offeror fails to cure said default within 20 days, the RSW Regional Jail, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the RSW Regional Jail in completing the work to a capability equal to that specified in the Contract.

J. Discussion of Exceptions to the RFP

This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. **Therefore, Offerors shall explicitly identify any exception to any provisions of the RFP in a separate "Exceptions to RFP" section of the proposal so that such exceptions may be resolved before execution of the Contract.** In case of any conflict between the RFP and any other Contract documents, the RFP shall control unless the Contract documents explicitly provide otherwise.

K. Drug-Free Workplace to be Maintained by the Contractor (Va. Code § 2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in

all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

2. 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 a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

L. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
 - (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - (b) 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.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

M. Employment of Unauthorized Aliens Prohibited

As required by Va. Code § 2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an authorized alien as defined in the federal Immigration Reform act of 1986.

O. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the RSW Regional Jail, and the RSW Regional Jail officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the RSW Regional Jail’s sole negligence. RSW will not

agree to indemnify the Offeror.

P. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the RSW Regional Jail from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. (**Attachment A**)

Q. No Discrimination against Faith-Based Organizations

RSW Regional Jail does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

R. Offeror's Performance

1. The Successful 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. The Successful 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.
2. The Successful Offeror shall cooperate with RSW Regional Jail officials in performing the Contract work so that interference with normal operations will be held to a minimum.
3. The Successful Offeror shall be an independent contractor and shall not be an employee of the RSW Regional Jail.

S. Ownership of Deliverable and Related Products

1. The RSW Regional Jail shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the RSW Regional Jail.
2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the RSW Regional Jail.

T. Payment Clauses Required by Va. Code § 2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the RSW Regional Jail for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the RSW Regional Jail attributable to the work performed by the subcontractor under that contract; or (b) notify the RSW Regional Jail and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. Pursuant to Virginia Code § 2.2-4354, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the RSW Regional Jail. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to the RSW Regional Jail.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the RSW Regional Jail for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1 above.
4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful 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.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the RSW Regional Jail. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

U. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of three years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the RSW on demand and without advance notice during the Successful Offeror's normal

working hours.

2. RSW Regional Jail personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

V. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

W. Small, Women-Owned and Minority-Owned (SWAM) Businesses

The RSW Regional Jail welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the RSW Regional Jail. The RSW Regional Jail actively solicits both small business, women-owned and minority (SWAM) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the RSW Regional Jail Internet site at: <http://www.rswregionaljail.com>

X. Subcontracts

1. No portion of the work shall be subcontracted without prior written consent of the RSW Regional Jail. In the event that the Successful Offeror desires to subcontract some part of the work specified in the Contract, the Successful Offeror shall furnish the RSW Regional Jail the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.
2. The RSW Regional Jail encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises:
<http://www.dmb.state.va.us/>

Y. Taxes

1. The Successful Offeror shall pay all local, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between the RSW Regional Jail and the Successful Offeror, as the taxes shall be an obligation of the Successful Offeror and not of the RSW Regional Jail, and the RSW Regional Jail shall be held harmless for same by the Successful Offeror.
2. The RSW Regional Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

Z. Termination of Contract

1. The RSW Regional Jail reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the RSW Regional Jail.
3. Notwithstanding anything to the contrary contained in the Contract between the RSW Regional Jail and the Successful Offeror, the RSW Regional Jail may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the RSW Regional Jail terminates the Contract, the Successful Offeror will be paid by the RSW Regional Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

AA. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. The Successful Offeror shall have, at each location at which the Successful Offeror provides goods and/or services, a supervisor who is competent, qualified, or authorized on the work site, and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and must be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the RSW Regional Jail determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the RSW Regional Jail to discontinue such practice.

IX. PROPOSAL SUBMISSION REQUIREMENTS:

- A. The Finance Office will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The Proposal Signature Sheet (*Attachment B*) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Finance Office requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- F. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- G. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment C)**
- H. A proposal may be modified or withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Finance Office in writing of its intentions.
 - 1. If a change in the proposal is requested, the modification must be so worded by the Offeror as to not reveal the original amount of the proposal.
 - 2. Modified and withdrawn proposals may be resubmitted to the Finance Office up to the time and date set for the receipt of proposals.
 - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.

- J. The RSW Regional Jail welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Finance Office, at least eight (8) days prior to the date set for the receipt of proposals. Any changes to the proposal shall be in the form of a written addendum issued by the Finance Office and it shall be signed by the Director of General Services or a duly authorized representative. **Each Offeror is responsible for determining that it has received all addenda issued by the RSW Finance Office before submitting a proposal.** All proposals received in the Finance Office on time shall be accepted. All late proposals received by the Finance Office shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

X. PROPOSAL RESPONSE FORMAT:

- A. Offerors shall submit a written proposal that present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.

- B. The Offeror should include in their proposal the following:

1. **Table of Contents – All Pages are to be numbered**
2. **Introduction**

Cover Letter-on company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.

Proposal Signature Sheet – **Attachment B**

Proprietary/Confidential Information – **Attachment C**

Virginia State Corporation Commission Identification Number – **Attachment D**

Pricing/commission rate – **Attachment E**

Submittal of References – **Attachment F**

- C. **Executive Summary** - Response to Scope of Services – The Offeror should address each section of the Scope of Services with an indication of the response. Offerors shall identify any exceptions, referenced to the paragraph number in a sub section titled "Exceptions".

Provide responses to the following questions:

1. Statement of Qualifications - The Offeror should include a company profile that shows the ability, capacity and skill of the Offeror, their staff, and their employees to perform the services required within the specified time. Provide resumes of any staff that will be assigned to the project to include any subcontractors. Resumes and other information regarding the professionals (licenses, transcripts, background checks, etc.) to be assigned to the project may be separated into its own section for confidentiality.
2. Provide a preliminary statement of work, detailing your approach to this project. Samples

of progress reports, referenced in the requirements should be included.

3. Delineate the role that RSW Regional Jail staff will need to take in the project.
 4. Provide copies of all documents that would need to be signed by the RSW Regional Jail if awarded the contract. Business Health Summary – Please provide responses to the following specific questions:
 - a. Years in business
 - b. Years in business under your present name
 - c. Five-year history of same product sales or services
 - d. Total installed base:
 1. By number of customers
 2. By seat license count if applicable
 - e. Provide at least three (3) references (Attachment F) that are currently using your firm for a similar sized operation. For each reference, include a contact name and telephone number. It is preferred that these references be in or in close proximity to Virginia.
 - f. Most recent audited financial statements to include a balance sheet and income statement.
 - g. Project and Support Staffing – Please provide responses to the following specific questions:
 1. Total number of staff:
 - a. In the entire company
 - b. In product sales
 - c. In technical support
 2. Describe the involvement, if any, of subcontractors in the work
 5. Implementation Services - Please provide a detailed description describing your approach for providing the requested implementation services including the initial pilot program and the plan to implement the remaining schools.
 6. Project Management – Please provide a narrative description describing your approach for providing the requested project management services.
 7. Provide detailed service and maintenance plans to include at a minimum how repairs will be accomplished in a timely manner, the process of weekly preventative maintenance, and the locations of primary and backup technicians assigned and RSW Regional Jail’s ability to track service and repair tickets.
- D. **Pricing- Attachment E.** Offerors shall provide a complete breakdown of all rates, fees, and commissions being offered.
- E. **Appendices** - are optional for Offerors who wish to submit additional material that will clarify their response.

XI. PROPOSAL EVALUATION/SELECTION PROCESS:

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the RSW Regional Jail may properly evaluate your capabilities to provide the required goods/services.
- B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

	EVALUATION CRITERIA	WEIGHT
1.	Requirements <ul style="list-style-type: none"> • Extent to which the proposed solutions satisfy the RFP requirements • Ease of use of proposed system • System support • Clearly demonstrated understanding of the work to be performed • Equipment and systems proposed 	30
2	Experience and Qualifications <ul style="list-style-type: none"> • Financial Stability of Firm • Prior Successful experience completing a project of similar magnitude. • References • Staff, licenses, and qualifications • Team organization and amount of experience as a team 	20
3	Implementation of Services/Project Management <ul style="list-style-type: none"> • Project Approach • Project Plan and Schedule • Project Management • Project Team • Current Workload and ability to complete work within RSW Regional Jail time restraints • System training 	20
4	Commission	25
5	Quality of proposal submission/oral presentations	5
	TOTAL	100

- C. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the RSW Regional Jail shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the RSW Regional 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 award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

ATTACHMENT A

INSURANCE SPECIFICATIONS

The Successful Vendor shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Vendor, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia. The Certificate shall show the RSW Regional Jail Regional Jail named as an additional insured for the Commercial General Liability coverage. The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Bests or a rating acceptable to the RSW Regional Jail. In addition, the insurer shall agree to give the RSW Regional Jail 30 days' notice of its decision to cancel coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability - Combined Single Limit

\$1,000,000 each occurrence including contractual liability for specified agreement

\$2,000,000 General Aggregate (other than Products/Completed Operations)

\$2,000,000 General Liability-Products/Completed Operations

\$1,000,000 Personal and Advertising injury

\$ 100,000 Fire Damage Legal Liability

Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Excess/Umbrella Liability: \$1,000,000 per occurrence

NOTE 1: The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The RSW Regional Jail makes no representation or warranty as to how the Vendor's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Vendor's responsibilities outlined in the contract documents.

NOTE 2: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. However, the total insurance protection

provided for Commercial General Liability or for Business Automobile Liability, either individually or in combination with Excess/Umbrella Liability, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the RSW Regional Jail. This policy shall be endorsed to be primary with respect to the additional insured.

NOTE 3: Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

ATTACHMENT B
PROPOSAL SIGNATURE SHEET
Page 1 of 2
SUBMIT THIS FORM WITH PROPOSAL

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP").

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FED ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (print):
TITLE:
TELEPHONE:
FAX:
E-MAIL ADDRESS:
DATE:

PLEASE SPECIFY YOUR BUSINESS CATEGORY BY CHECKING THE APPROPRIATE BOX OR BOXES BELOW.

Please refer to definitions on the following page prior to completing. Check all that apply.

- MINORITY-OWNED BUSINESS** **SMALL BUSINESS** **WOMEN-OWNED BUSINESS**
- NONE OF THE ABOVE**

If certified by the Virginia Minority Business Enterprise (DMBE), provide DMBE certification number and expiration date. NUMBER DATE

SUPPLIER REGISTRATION – The RSW Regional Jail encourages all suppliers interested in doing business with the RSW Regional Jail to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? **YES** **NO**

ATTACHMENT B

PAGE 2 OF 2

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

“*Minority-owned business*” means a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens and both the management and daily business operations are controlled by one or more minority individuals.

As used in the definition of “*minority-owned business*,” “*minority individual*” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. “*African American*” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. “*Asian American*” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. “*Hispanic American*” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. “*Native American*” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

“*Small business*” means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

“*Women-owned business*” means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

ATTACHMENT C

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF FIRM/OFFEROR: _____

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 Va. Code § 2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT D

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The bidder or offeror:

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/offeror 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/offeror's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror'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.

Please check the following box if you have not checked 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 bids/proposals:

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT E

Rates and Commissions

A. INMATE CALLING RATE:

<u>Rates</u>	<u>Station to Station (describe service and associated rates)</u>
1. Local:	_____
2. IntraLATA:	_____
3. InerLATA:	_____
4. Interstate:	_____

B. INTRALATA COLLECT RATE SCHEDULE: (Include as a separate attachment)

C. COMMISSION RATE:

<u>Years 1 & 2</u>		<u>Years 3 - 5</u>	
<u>Rates</u>	<u>Station to Station</u>	<u>Rates</u>	<u>Station to Station</u>
1. Local:	_____ %	1. Local:	_____ %
2. IntraLATA:	_____ %	2. IntraLATA:	_____ %
3. InerLATA:	_____ %	3. InerLATA:	_____ %
4. Interstate:	_____ %	4. Interstate:	_____ %

INCLUDE ADDITIONAL INFORMATION BELOW OR ATTACH ANY RATE SCHEDULES FOR INMATE PHONE SERVICES NOT IDENTIFIED ON THIS ATTACHMENT.

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT F

SUBMITTAL OF REFERENCES

Reference #1

Name of firm: _____

Description of work: _____

Name of Contact Person: _____

Telephone Number: _____

Dates work performed: _____

Reference #2

Name of firm: _____

Description of work: _____

Name of Contact Person: _____

Telephone Number: _____

Dates work performed: _____

Reference #3

Name of firm: _____

Description of work: _____

Name of Contact Person: _____

Telephone Number: _____

Dates work performed: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT G

The following show the Location of the Inmate Phone Jacks per building

Room #	Phones
Classification A1078 "T"	2
Male Medium B1087 "D"	4
Male Medium B1113 "C"	4
Segregation B1073 "F"	1
Male Medium C1070 "B"	4
Male Medium C1100 "A"	4
Intake/Booking	4
Male Max D1015 "I"	2
Male Max D1028 "J"	2
Male Max/Flex D1044 "K"	2
Male Max D1003 "H"	2
Female Medium E1010 "G"	2
Female Max E1022 "G"	2
Female Dorm E1044 "L"	3
Male Dorm E1052 "M"	4
Female Work Release E1074 "Q"	3
Male Work Release E1099 "P"	5
Male Dorm F1001 "N"	4
Male Dorm F1011 "O"	4
Total	58

ATTACHMENT H

Information for Pre-proposal Conference and Site Visit Attendance

1. **The pre-proposal conference will be held at 3:00 pm, as stated on page 1 of this RFP.** Prompt attendance is strongly encouraged for those attending this meeting. Those in attendance at this pre-proposal conference and site visit will be escorted by Jail's personnel at all times and must remain together as a group. Offerors must attend the pre-proposal conference and site visits at both jail locations. **Anyone who arrives after 3:05 pm will not be allowed admittance to the pre-proposal conference or site visits.** This will be the only opportunity for offerors to tour the sites.
2. No more than two (2) representatives, per organization, will be allowed into the facility. Each attendee must possess a valid picture ID such as a driver's license.
3. The following items are prohibited from being brought into the jail or immediate grounds:
 - a.) Cigarette Lighters
 - b.) Personal Knives
 - c.) Matches
 - d.) Weapons/Firearms
 - e.) Hunting bows and arrows
 - f.) Explosives
 - g.) Volatile substance (except in conjunction with operating work machinery, i.e. air compressors, generators, etc.)
 - h.) Ammunition
 - i.) Flares
 - j.) Alcohol/Drugs/Narcotics
 - k.) Black Powder
4. Tools should not be needed for this meeting. If anyone feels a tool or device (such as a tape measure) is needed to provide an accurate estimate, please understand any tools or equipment brought into this facility will be inventoried and the bearer will be responsible for these items and must account for any and all items when requested by Jail's personnel.
5. Cameras are permitted but only for pertinent shots that may assist offerors with the development of their proposals. No photographs may be taken of any inmates or RSW Regional Jail personnel.

ATTACHMENT I

SECURITY CLEARANCE APPLICATION

TO BE FILLED OUT BY APPLICANT SEEKING SECURITY CLEARANCE							
APPLICANT'S FULL NAME (LAST, FIRST, MI)				HOME TELEPHONE #		WORK TELEPHONE #	DATE OF APPLICATION
RACE		SEX	DOB	SSN		HGT	WGT
EYE COLOR		HAIR COLOR					
HOME STREET ADDRESS					CITY, STATE & ZIP		
NAME OF PERSON TO CONTACT IN CASE OF EMERGENCY				RELATIONSHIP		HOME PHONE #	WORK PHONE #
HOME STREET ADDRESS					CITY, STATE & ZIP		
LIST OF PROFESSIONAL QUALIFICATIONS/TRAINING RELEVANT TO POSITION (Attach copy of qualifications/training)							
LIST ALL PREVIOUS EMPLOYMENT/VOLUNTEER WORK (in chronological order-present or most recent position first) attach additional sheets if necessary							
Name And Address Of Employer		Job title		Dates Employed		Work phone #	
TO BE FILLED OUT BY AUTHORIZED REPRESENTATIVE PRIOR TO INVESTIGATION							
NAME OF AUTHORIZED AGENCY REQUESTING CLEARANCE				POSITION FOR WHICH CLEARANCE IS SOUGHT			REQUESTED START DATE
ADDITIONAL COMMENTS:							
<hr/>							
SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE							
DEPARTMENTAL USE ONLY-TO BE COMPLETED BY INVESTIGATING OFFICER & JAIL ADMINISTRATOR							

INVESTIGATION	REVIEW	&	RECOMMENDATION:
ACTION TAKEN BY JAIL ADMINISTRATOR & ADDITIONAL COMMENTS			
 (IF APPLICABLE):			
 <input type="checkbox"/> APPROVED		 <input type="checkbox"/> DISAPPROVED	
<hr/>			
SIGNATURE	OF	INVESTIGATING	OFFICER
SIGNATURE OF JAIL ADMINISTRATOR (OR DESIGNEE)			

SECURITY CLEARANCE AGREEMENT

By my signature subscribed below, I hereby authorize the RSW Regional Jail to conduct a background investigation in connection with my application to perform volunteer, contractual or other authorized services within the confines of the RSW Regional Jail. I understand that this investigation may include information as to schools attended, prior arrests and/or criminal convictions, Division of Motor Vehicle records, personal references, previous and/or present employers, professional references and any other sources deemed necessary. Knowing this, I hereby authorize the release of any information that the RSW Regional Jail may request from any or all the above sources.

Further, I agree that if I am authorized to engage in any authorized activities within the confines of the RSW Regional Jail that I will abide by all rules & regulations as set forth below; and knowing that the RSW Regional Jail houses dangerous criminals who may pose a threat to my safety & security, I agree to ‘hold harmless’ the Jail of RSW Regional Jail, his employees, RSW Regional Jail, its employees and agents for any injury that may occur to myself while engaged in any activity within the confines of the RSW Regional Jail or for the RSW Regional Jail.

Finally, I understand that authorization to enter the confines of the RSW Regional Jail is a privilege and, that as such; this privilege may be revoked at any time without notice. Failure to comply with the provisions of this agreement, giving false or inaccurate information, or failure to comply with any on-going investigation will automatically result in revocation of any privileges so granted.

RULES & REGULATIONS

1. Anyone convicted of a felony or other crime involving moral turpitude will be denied access to the RSW Regional Jail (hereinafter referred to as *the facility*), however, exceptions may be granted by the Jail on a case-by-case basis.
2. All state, federal and local laws will be strictly adhered to, and all persons must immediately obey all lawful orders given by the security staff.
3. Inmates will be treated in a professional & courteous manner. No person will belittle, humiliate or threaten any inmate while in the confines of *the facility*.

4. For your own safety, do not engage in any ‘personal’ conversations with any inmate. Specifically, do not reveal your home address, telephone number or any other personal information regarding yourself or any other person associated with the RSW Regional Jail.

5. Political activity of any kind is prohibited within *the facility*.

6. Only those items, material and/or equipment essential to accomplish your authorized activity will be allowed into *the facility*; and those must be approved in advance by the jail Administrator or his designee. Any loss or theft of any such item, material and/or equipment must be reported immediately to the Shift Supervisor prior to leaving *the facility*.

7. At no time will any item be delivered to an inmate without the express written permission of the Jail Administrator, Chief Deputy or the Jail. (This includes but is not limited to messages, letters, packages, personal items, food, contraband, magazines)

8. Identification issued by RSW Regional Jail will be worn & visibly displayed at all times while in the confines of *the facility*.

9. You will immediately report any of the following:

Assaults or attempted assaults

- Threats of any kind
- Any criminal or suspected criminal activity
- Any attempt by an inmate to engage you in a violation of this policy
- Any violation or suspected violation of any provisions of the aforementioned policy
- Any other situation or activity which would compromise the integrity or security of *the facility*

10. All staff, including contractors and volunteers, will receive written information pertaining to RSW Regional Jail Policy regarding confidentiality of information. Upon receiving this information they will acknowledge, in writing, their receipt of and willingness to comply with such.

I have read and understand the provisions of this agreement and agree to comply with the provisions as they are so stated.

APPLICANT’S SIGNATURE DATE

WITNESS’ SIGNATURE DATE