



---

**REQUEST FOR PROPOSALS (RFP) NO:**

**01-FY2023**

**FOR**

***INMATE TELEPHONE AND VIDEO VISITATION SYSTEM***

Due: 2:00p.m., December 16, 2022

Prepared by:  
Southside Regional Jail Authority  
244 Uriah Branch Way  
Emporia, VA 23847

*Requests for information regarding this Request for Proposals should be directed to the Office of the Assistant Superintendent.*

Issue Date: November 1, 2022

Title: Inmate Telephone and Video Visitation System

Commodity Code: 91577 – Telephone Services, Long Distance and Local (Includes 800, Telex, Watts Services, and Offender Telephone Systems)

Location Where Service Will be Provided: Southside Regional Jail  
Southside Regional Jail  
244 Uriah Branch Way  
Emporia, VA 23847

Period of Contract: From April 1, 2023 through March 31, 2028 (Renewable)

Sealed proposals will be received by the issuing department prior to 2:00 PM, December 16, 2022 for furnishing the services described herein. Five copies and one original submission is required along with a flash drive for an electronic copy.

All inquiries for information should be directed to: Lt. Colonel Aretha Pegram and must be received no later than five (5) working days before the due date.

In compliance with this Request for Proposal and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the goods/services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Name and Address of Firm:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Signature in Ink  
\_\_\_\_\_  
Please Print  
Title: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Name: \_\_\_\_\_

PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held on November 14, 2022 at the Southside Regional Jail. (Reference Section 6.6 herein)

*This public body does not discriminate against faith-based organizations*

## **TABLE OF CONTENTS**

<b>1. GENERAL INFORMATION</b>	<b>4</b>
<b>2. STATEMENT OF NEEDS</b>	<b>4</b>
<b>3. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS</b>	<b>13</b>
<b>4. EVALUATION AND AWARD</b>	<b>16</b>
<b>5. GENERAL TERMS AND CONDITIONS</b>	<b>16</b>
<b>6. SPECIAL TERMS AND CONDITIONS</b>	<b>23</b>
<b>7. ATTACHMENTS</b>	<b>28</b>

**1. GENERAL INFORMATION**

**1.1 OPERATIONAL ENVIRONMENT:**

- A. The Southside Regional Jail Authority (*herein referred to as Jail*) is a local adult detention facility housing pre-trial and convicted inmates for the Counties of Greensville County, and the City of Emporia, VA, all located in Virginia. In addition, the Jail houses contracted inmates for other facilities throughout the state.
  
- B. The Jail opened December 1998, and is comprised of 127,000 square feet and has a housing capacity of 519 inmates. In addition to the twelve (8) male & three (3) female housing units, (7) Special Purpose cells, the Jail has a 2-cell medical infirmary, administrative section, central control section, general library, kitchen, laundry and separate classrooms for staff and inmates. The Jail has 49 sworn and civilian employees, who operate all aspects of the facility. Security staff operates two 12-hour shifts running from 6:00 A.M. – 6:00 P.M. and 6:00 P.M. – 6:00 A.M. There are four inmate headcounts in every 24-hour period.

**1.2 PURPOSE AND INTENT:**

- A. The purpose of this Request for Proposals (RFP) is to ensure an operational, secure and reliable inmate telephone, tablet, and video visitation system designed to improve the management and control of inmate telephone, tablet, and video visitation usage. The objectives are to ensure inmate telephone, tablet, and video visitation usage is appropriately restricted and monitored, while being provided at a reasonable cost; telephone, tablet, and video harassment of victims and witnesses is prevented; staff time required to administer the system is kept to a minimum and information is maximized.
  
- B. The Southside Regional Jail, is soliciting proposals from all interested and qualified firms to install, operate, maintain and service an Inmate Telephone, Tablet, and Video Visitation System. The Jail is seeking a single Contractor with end-to-end responsibility for inmate telephone, tablet, deposit services, both lobby kiosk and intake kiosk along with video visitation services. Subcontractor relationships will be permitted. The Jail shall bear no responsibility for any costs associated with the system.
  
- C. The Contractor shall provide inmate telephones (i.e., wall mounted, pedestal, and portable), in-pod wall mounted kiosks, deposit kiosks, and tablets based on the Statement of Needs below. The Contractor shall also provide one (1) TTY non-portable telephone for the facility. The equipment shall be local, intraLATA and interLATA service capable, with line concentration allowed, provided the Contractor can guarantee 100% dial tone availability. The Contractor shall recommend the total number of inmate phones needed based on industry knowledge.

**2. STATEMENT OF NEEDS**

- 2.1 LICENSING, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS:** The Contractor shall be subject to all applicable Federal and State licensing and certification requirements. This shall be accomplished at the Contractor's expense, with no expense to the Jail. All applicable Federal and State laws, rules and regulations of all local authorities having jurisdiction over telecommunications service contracts shall apply to the Contract. Responding vendors must have a physical brick and mortar location in the Commonwealth of Virginia.

2.2 INSTALLATION AND DISCONNECTION: Jail officials will determine the location of initial installations, future installations and disconnections. The Contractor shall be responsible for all costs associated with installations and disconnections. Commission rates will not be entitled due to an increase or decrease in the number of stations.

2.3 SYSTEM GENERAL DESCRIPTION:

- A. The system shall be a turnkey, coinless telecommunication, tablet, and video service.
- B. The system shall be capable of completing station-to-station collect calls only from inmates to both touch and rotary dial type phones. Person-to-person calls shall not be acceptable.
- C. The telephones shall not require any electrical outlets at the actual telephone locations.
- D. The system shall have on and off-site monitoring and recording capabilities.
- E. The system shall provide tablets for video visitation.
- F. Deposit Services Kiosks, lobby and intake.
- G. All material and/or equipment furnished shall be new. Used, recycled or remanufactured equipment is not acceptable.

2.4 SYSTEM INTEGRITY: The Contractor shall ensure that the system operation includes all necessary interfaces with the regulated common carrier and the availability of required central office facilities. Notwithstanding the details presented in this RFP, the Contractor shall verify the completeness of the requirements and their suitability to meet the intent of this RFP. Any additional services required by the Contractor to meet these requirements shall be provided by the Contractor at no extra cost or decrease in commission to the Jail.

2.5 EQUIPMENT COMPATIBILITY: The Contractor shall be responsible for the compatibility of the offered equipment, with all circuits and facilities as provided by the local telephone company and all other interexchange carriers as well as the contracted commissary vendor, the jail management system, and the contracted inmate accounting software vendor, if requested. The Contractor shall be responsible for all costs associated with such compatibility.

2.6 INSTRUMENTS AND INMATE STATIONS: The Contractor shall install new inmate stations constructed of heavy gauge steel construction with armored keypad and Lexan type handset. All units shall be provided with a 24" handset cord capable of withstanding up to 800 pounds of tension. Each station shall be secured with special security type screws. Keyed locks are not acceptable. Phones shall be in full compliance with the Americans with Disabilities Act (ADA). Inmate telephone sets shall be wall mounted (on wall or multi-sided floor pedestal), constructed of stainless or equivalent tamper resistant durable construction. Phones shall be equipped with face plate(s). Bolts securing pedestal to the floor shall be welded for security. Six (6) portable inmate telephone sets shall be provided to the Jail for use in lockdown units or special circumstances at the

facility. Specifications for portable telephones shall be the same as stationary telephones. Cables may be up to 36”.

ADDITIONAL EQUIPMENT:

Vendor must also provide, at no cost to the Southside Regional Jail, 4 (four) Finsen Tech EIR-2000’s (EIR UVC HEPA Air Handling System 70600 Cubic Feet per Hour) along with Maintenance and Support for the entire duration of the initial term of the contract along with renewal periods.

2.7 ACCESS:

- A. Telephones/Tablets located in inmate units shall be available for use daily at varying times depending on housing unit. Phones located in Intake shall be available for use twenty-four (24) hours per day and provide two (2) free five-minute calls.
- B. Telephones/Tablets shall have outgoing collect-only service to all toll free and premium area codes. Incoming calls are not allowed. Officials at the Jail shall retain the capability of turning off or blocking service to any individual telephone/tablet or group of telephones/tablets from a central location inside the Jail.
- C. Any dialed numbers that start with zero (0) shall automatically terminate.
- D. All phones/tablets shall be able to dial the Jail’s Prison Rape Elimination Act (PREA) hotline at no charge to the inmate or Jail.
- E. All software-programming changes shall be the responsibility of the Contractor. The Contractor shall inform the Jail within thirty (30) days of all new software features that become available and shall make these features available at no extra cost to the Jail. Should programming changes be required or requested by the Jail, these changes shall be the responsibility of the Contractor.
- F. The system should be designed to allow the Contractor to upload changes in tariff rates, speech or programming changes remotely.
- G. All telephones/tablets shall be Federal Communications Commission (FCC) registered.
- H. The system shall be designed to use automated operators only. The system shall provide a clear voice prompt to complete calls without the use of an operator.
- I. The system shall be restricted to use by authorized personal identification numbers assigned for each inmate.
- J. The system may offer a form of voice biometrics or voice patterning feature to supplement investigations of a Personal Identification Number (PIN) and telephone funds theft.

2.8 CALLING INSTRUCTIONS: Each telephone shall be equipped with a faceplate that includes calling instructions for the types of calls allowed. In addition, voice type calling

instructions shall be provided to the inmate. Instructions and faceplates shall be in English and Spanish.

- 2.9 PROBLEM REPORTING CAPABILITIES: The telephones shall have automatic problem reporting capabilities and provide automatic notification to the Contractor that the telephone is out of service. The Contractor shall notify the Jail within 24 hours of any equipment failure or shutdown.
- 2.10 CALL BLOCKING: The system shall be capable of blocking at least 1,000,000 individual numbers, area codes or exchanges, as well as automatically blocking calls to a number after collect charges have been denied for a pre-programmed number of attempts.
- 2.11 CALL BRANDING: All collect calls placed from the Jail on inmate telephones shall be capable of being identified to the called party and the system shall have the capability to inform the called party at selected intervals during the conversation that they are speaking with an inmate.

*... "This is a collect/prepaid call from (inmate speaks name) from the Southside Regional Jail."*

- 2.12 ANSWER AND TERMINATION DETECTION: The telephone and tablet system shall record the method in which the call was accepted or denied. Further, the system shall record the method in which the call was terminated. This information shall be contained within the Station Message-Detail Recording (SMDR) and be included in reports as requested by the Jail.
- 2.13 CALL DETAIL RECORDS: The inmate telephone and tablet system shall provide separate full call detail records for use in administrative and investigative purposes and traffic management reports. The system shall be capable of retaining at least twenty-four (24) months of completed call records. The term "call detail records" means specific particulars of every call placed as well as a recording of the call itself. All call detail records shall be collected and stored in real time either on-site at the jail in a central secure location or remotely at a data center owned, operated, and maintained by the vendor. If call detail records are stored on-site at the jail, the records shall be backed up to the vendor no less than once per day. All information collected shall be available for management analysis in report format. The system shall provide the Jail with the capability of accessing, displaying and printing both real time and historical call detail records on all outgoing calls:
- A. Time of day originated
  - B. Station number originating call
  - C. Trunk group and trunk number call routed
  - D. Time of day call terminated
  - E. Duration of call-in minutes and seconds

- F. Called number and duration
  - G. Specific date or range of dates
  - H. Disposition of call
  - I. All calls placed from a specific telephone or group of telephones
  - J. Call history
  - K. Cumulative call progress statistics
  - L. Method of call acceptance and denial
- 2.14 CALL LENGTH CONTROL: Officials at the Jail shall be given total flexibility to limit the length of calls placed by inmates, not to exceed fifteen (15) minutes for calls from phones and sixty (60) minutes for calls from tablets, based on the day of the week, type of call and the inmate's privilege level. The inmates shall be signaled prior to disconnecting that the call duration time limit has expired.
- 2.15 CALL SUPERVISION: The system shall provide line-monitoring capability via a line indicator at a central location. Jail officials shall have the ability to select any access line by pressing a single button or issuing a simple keystroke command. No audible indicator shall be detected by the caller that would warn them that the line is being monitored. The Contractor shall supply and install all equipment needed to provide this function. The Contractor shall be responsible for all wiring and conduit between the telephone room and the location of the call monitoring equipment. Monitoring and recording should be real or live time. Call recordings shall be maintained for a period of no less than twenty-four months (24) months. Call detail records shall be maintained for the life of the contract.
- 2.16 CALL VALIDATION: All calls shall be validated on a real time basis to eliminate access to blocked numbers, pay phones, or other non-billable numbers. The system shall be designed to eliminate access to a live operator.
- 2.17 CONTROLLED ACCESS: The system shall provide officials at the Jail with a means of controlling general access to telephone and tablet facilities. The system shall provide the capability to set telephones/tablets and groups of telephones/tablets in or out of service at pre-determined times. Officials at the Jail shall have the capability of shutting down all telephones/tablets in a housing unit or all telephones/tablets in the entire facility upon demand.
- 2.18 FRAUD CONTROL: Aid in controlling fraudulent use of the telephone/tablet network shall be provided by interference with secondary call patterns, termination of calls if a second dial tone is detected, and prohibition of hook switch dialing. The Jail shall bear no responsibility for the loss of revenue resulting from fraudulent use of the system. The system shall have the capability to establish a credit limit per billed number. This should include weekly, monthly and daily volume maximum dollar amounts allowed to be charged prior to calls being automatically blocked until payment is made.



- 2.19 CRITICAL COMPONENT REDUNDANCY: The system shall be engineered to ensure no more than four (4) phones will be out of service at any given time due to a single component failure.
- 2.20 MAINTENANCE DIAGNOSTICS: The system software shall be designed so it performs self-test diagnostics. A complete system test shall be completed at least every twenty-four (24) hours. Errors detected shall be stored in memory for at least forty-eight (48) hours and be transferred to the remote computer.
- 2.21 MISCELLANEOUS TELEPHONE EQUIPMENT: The Contractor shall provide all miscellaneous equipment such as recorders, computers, printers, modems and system software necessary to allow Jail officials to query, display and print individual inmate telephone activity and maintain and record telephone conversations from at least two (2) discrete locations. The system should provide full record capabilities. A manual cutoff system should be integrated with touch screen. Recording or monitoring should commence from the time the handset is picked up. Equipment shall be supplied with system software necessary to interface with the inmate telephone system to perform such functions as traffic management, system administration, call blocking and maintenance diagnostics. System software shall be security level based and password protected. Location of miscellaneous equipment shall be determined by the Jail. System software shall include on-site ability by the Jail to change, modify, add or delete blocked numbers and maintain records of the date, time, number entered or changed, and individual making the change.
- 2.22 OPERATOR SERVICES AND VOICE PROMPTS: Automated operator services for this proposal shall provide a minimum of two (2) languages in each phone: English and Spanish. If additional languages are required, each telephone shall be capable of providing automated operator voice prompts in up to four (4) languages at no extra cost to the Jail. Modification or addition of languages shall be made at no extra cost to the Jail. Any voice prompt required during the operation of the inmate telephone shall be clear and concise. The Contractor shall also provide these instructions in written format for posting in the inmate housing units.
- 2.23 SURGE PROTECTION AND UNINTERRUPTED POWER SUPPLY (UPS): The Contractor shall provide an Uninterruptible Power Supply (UPS) with surge protection for use with the system. The UPS shall prevent potential problems in the telecommunications system caused by power surges or spikes. The UPS shall also ensure there is no interruption of service due to loss of commercial power. If requested, the Contractor shall provide technical data detailing the type of system and installation requirements of the UPS system. A minimum of one (1) hour backup at full load is required.
- 2.24 DEBIT PROCESSING SYSTEM: The Contractor shall integrate with third party vendors (inmate accounting, jail management system, commissary, etc.) as specified in Attachment F to allow individuals to purchase prepaid telephone time for inmates to use on the system. The Contractor shall bear all costs associated with the installation and maintenance of said integration and operation. The Contractor shall receive information from third party vendors on purchased debit calling time. The Contractor will then credit such time to the inmate's debit account on the call processing equipment. The Contractor shall access a computer system maintained by third party vendors, which can communicate via an internet/intranet

connection over TCP/IP via FTP on a designated port, HTTP on a designated port, or SMB. The Contractor shall provide a standard mechanism by which refunds of unused time can be returned to individuals.

- 2.25 DEPOSIT AND INTAKE KIOSKS: The Contractor shall provide Lobby and Intake kiosks. Lobby kiosks will allow the sender to deposit funds (cash or credit card) to the account of an inmate currently serving a sentence at the Jail. Intake kiosks will allow the booking officer to deposit any funds found on the offender upon arrest. The Contractor shall also provide Trust Services that allows funds to be transferred from the sender to an inmate housed at the Jail through any of the following methods: payments over the phone using the Company's voice response system, on-line web payment portal using a credit card, and walk-in retail locations. Vendor will be responsible for collecting 100% of the cash and coins from both kiosks. Southside Regional Jail employees will not be involved with this process at all.
- 2.26 TABLETS: The Contractor shall provide enough tablets to ensure a 1:1 ratio of inmate tablet distribution. The Contractor shall ensure there is a minimum tablet inventory level of 10% in reserve onsite at the jail. All tablets will be capable of the following functions: video visitation, wireless phone calls (only outbound voice calls through the inmate telephone platform), streaming movies and music (content will be provided by the Offeror), paid games, electronic messaging, PDF Reader, free eBooks, and periodicals. All tablets will contain a library of up-to-date educational training modules. An up-to-date Law Library shall be provided on all tablets and inpod kiosks at no cost to the Southside Regional Jail. Charging carts, wall mounted charging stations, and wall mounted docking stations for video visitation will be provided. All tablets should be capable of using earbuds (provided by the Contractor) to reduce noise in the housing units. The Contractor will inform the jail if they wish to replace, upgrade or substitute the model of tablet being distributed to the inmate population. The Contractor will be responsible for all support and maintenance, hardware, wiring, fiber, cabling, and access points needed to ensure proper functionality of the tablets.
- 2.27 IN-POD KIOSKS: The Contractor shall provide in-pod kiosks in all housing units, as well as the medical unit. The kiosks will be wall mounted and covered in a metal enclosure. The Contractor will be responsible for all support and maintenance, hardware, wiring, fiber, and cabling needed to ensure proper functionality of the kiosks.
- 2.28 MAIL SCANNING: The Contractor shall provide a mail scanning solution that will scan inmate personal mail (no legal mail) into an electronic format that will be delivered electronically. Inmate mail will be directed towards a mail scanning facility designated by the Contractor, where the inmate mail will be opened, scanned, and delivered electronically to the inmate via the tablets or in-pod kiosks. The solution shall provide a mechanism to search within the resultant scans utilizing Optical Character Recognition (OCR) and flag Jail configurable keywords and/or phrases for manual review by Jail Staff. The Contractor will provide literature, brochures, etc., to the Jail with detailed instructions on where to send the mail and other delivery information. The Contractor shall provide a portable drug detection device capable of scanning for illegal mail.
- 2.29 BILLING: All call records shall be downloaded daily directly to the billing company. The Contractor shall respond to all billing complaints with other phone companies within three (3) business days.

- 2.30 MINIMUM ANNUAL GUARANTEE (“MAG”): The Offeror shall provide the Jail with a minimum annual guarantee (MAG), to be paid upfront annually. The vendor must also provide a commission percentage of revenue for all revenue generating services (phone calls, single billing calls, tablet content, video visitation, and deposit services) at the end of each contract year, vendor will provide a catch-up commission payment in the event that revenue percentage share is greater than the MAG.
- 2.31 IMPLEMENTATION PLAN: Once a contract has been finalized, the Contractor shall submit a detailed implementation plan to the Jail for approval prior to the commencement of any work. This plan shall include coordination with the local telephone company (TELCO). The Contractor shall cooperate fully with any scheduling requirements issued by the Jail. The Contractor shall be responsible for keeping the Jail informed of progress. All software and hardware should be installed and operational per manufacturer’s specifications within ninety (90) calendar days of contract award. Southside Regional Jail will enforce a \$1000 per day in the event that implementation goes over the 90-calendar day threshold.
- 2.32 LIABILITY: The Contractor shall be responsible for all equipment, material and supplies during installation. The Jail shall have no liability to the Contractor for fraud, theft, damage or loss from whatever cause to the Contractor’s Stations and System, including without limiting the foregoing, vandalism/damage inflicted by the inmates on the inmate stations or the Contractor’s system. All sites shall be maintained in clean, working order at the end of each business day. Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the work shall be repaired to the satisfaction of the Jail at the Contractor’s expense.
- 2.33 SINGLE POINT OF CONTACT: The Contractor shall appoint a single point of contact, or Project Manager, who will be responsible for all coordination between the Contractor, the designated representative of the Jail and the TELCO representative.
- 2.34 TELCO COORDINATION: The Contractor shall be responsible for all coordination with the local telephone company regarding installation and maintenance of lines. However, the Contractor shall not order or place in service any equipment that would result in charges to the Jail without prior written authorization from the Jail.
- 2.35 EQUIPMENT COMPATIBILITY: The Contractor shall be responsible for the compatibility of their equipment with all circuits and facilities as provided by the local telephone company and all other interexchange carriers, as well as the contracted commissary vendor and the Jail Management System, if required. The Contractor shall be solely responsible for all costs associated with such compatibility.
- 2.36 EXISTING EQUIPMENT REPLACEMENT: If required, removal of the existing equipment belonging to the current service provider shall be coordinated by the Contractor.
- 2.37 MAINTENANCE SUPPORT: The Contractor shall provide 24-hour telephone access with a local or 1-800 telephone number for full maintenance support for all stations. The Contractor shall be responsible for providing coordination of repairs on local/intra-LATA/inter LATA services. All repairs shall be performed at the Contractor’s expense.

- 2.38 STAFFING: The Contractor shall provide, at a minimum, one full time on-site employee working 24 hours per week (3 full days) to oversee telephone, tablet, and video visitation operations, fifty-two (52) weeks per year. Most work can be done from the Jail, but the on-site employee is responsible for overseeing inmate telephone, tablet, and video visitation operations for the facility. The on-site employee shall have a minimum of one (1) year experience in operation of correctional telephone, tablet, and video visitation operations. The Contractor shall provide adequate relief staff to continue operations as scheduled without interruption. Prior to working in the Jail, all employees of the Contractor shall be approved by the Superintendent or his designee. All employees of the Contractor shall successfully complete the training and orientation provided by the Contractor. This training shall comply with all training standards required by Virginia Department of Corrections (VADOC) and the Jail. The Contractor shall document all employee training and provide a copy of training to the Jails authorized designee within five (5) business days of request. All employees shall be able to communicate effectively in English. Bilingual employees are encouraged. The complement of staff, beyond the minimum staffing required herein, is the decision of the Contractor. However, the Contractor shall ensure the complete terms and conditions of the Contract are satisfied. All Contractor employees shall be required to wear professional attire when in the Jail. In the event there is no full/part time employee working on-site at the jail, the Jail shall assess the Contractor a fee of \$100 per hour, not to exceed \$500 per day.
- 2.39 MAINTENANCE: The Contractor shall notify the Jail at least one (1) business day in advance of any scheduled maintenance that may affect a Contractor provided service and within two (2) hours of any unscheduled outage.
- 2.40 JAIL'S RESPONSIBILITY:
- A. The Jail shall be responsible for security of the inmates at all times.
  - B. The Jail shall provide the Contractor with ample space for inmate telephone stations, maintain and repair the facility and Jail equipment in the area assigned to the Contractor, including necessary painting, maintenance of water, steam, sewer and electrical lines, ventilation, air conditioning, lighting, heating, duct work and other similar fixtures. The Contractor shall bear the expense of the repairs to these same items as necessary due to the negligence of the Contractor (excluding damage caused by inmates).
  - C. The Jail shall have no liability to the Contractor for fraud, theft, damage or loss from whatever cause to the Contractor's stations and systems. This shall include without limiting the foregoing, vandalism and damage inflicted by inmates on the inmate stations or Contractor system.
  - D. The Jail shall provide pest control for all areas assigned to the Contractor.
  - E. The Jail shall provide for trash disposal if required or necessary.
  - F. The Jail shall provide adequate ingress and egress, including reasonable use of existing corridors, passageways, driveways, loading platforms and storage space. The Contractor's personnel will be allowed to park in an area to be designated by the Jail.

- G. The Jail shall provide the Contractor with all information in possession of the Jail, which relates to the Jail's requirements for the Services or which is relevant to the Contract.
- H. The Jail shall designate representatives with respect to the Services to be performed under the Contract. Such person(s) shall have the authority to transmit instructions, receive information, interpret and define local policy and decisions pertaining to the Contractor's services.

3. **PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

3.1 **GENERAL INSTRUCTIONS**

A. RFP Response: In order to be considered for selection, Offerors must submit a complete response to the RFP. Proposals must be delivered in person by the date and time listed in this RFP.

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

2. U. S. Mail, overnight service or hand delivery

- a. A digital version of the proposal in PDF or DOC format on a CD or USB.
- b. If the Offeror determines that part or parts of its proposal are trade secrets or proprietary information that is not to be open to public inspection, the Offeror must submit an additional digital copy of its proposal that eliminates such part or parts. This copy shall be identified with the words "REDACTED COPY" and should be submitted on the same CD or USB.

B. Proposal Preparation:

1. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in Purchasing requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the Jail. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
2. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub-letter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place

or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed. A list of 5 references in the State of Virginia where vendor has successfully deployed a 1 to 1 ratio is a mandatory requirement.

4. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors proposal.
5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. Ownership of all data, materials, and documentation originated and prepared for the Jail pursuant to the RFP shall belong exclusively to the Jail and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected 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. The classification of an entire proposal document or prequalification application, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the Offeror refuses to withdraw an entire classification designation, the proposal will be rejected. (Reference Attachment C)

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

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

- A. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- B. Complete and return Attachments listed in Section 7.
- C. A written narrative statement to include the names, qualifications and experience of individuals to be assigned to this project.
- D. Specific plans for providing the proposed services.
  - 1. Specific features of the proposed equipment to include catalog cut sheets. If the telephones/tablets are microprocessor controlled, the Offeror should submit a backup plan to detail operation in the event of processor failure.
  - 2. The Offeror's current FCC number. Offerors should submit a detailed description of all specific features meeting these specifications
  - 3. A description of all automated operator services that will be used for inmate calls.
  - 4. The system may offer a form of voice biometrics or voice patterning feature to supplement investigations of a Personal Identification Number (PIN) and telephone funds theft. The Offeror shall indicate if and how this type of feature will alter the costs.
  - 5. Samples of management reports shall be provided and should be included with the proposal response.
  - 6. Information regarding parts availability.
  - 7. A profile of the maintenance force responsible for service to the Jail. Describe the location and staffing of the maintenance center and how service will be handled after normal business hours. Normal business hours are defined as Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays.
  - 8. Describe specifically how the network will be accessed to complete calls dialed by inmates. Identify whether a switched network or a T- I will be used. The Jail has no preference whether analog or digital access is used.
  - 9. Describe in detail the process a phone call would follow including voice prompts, validation, process, acceptance/denial process and cost accounting process.
  - 10. Any related additional services, technical features, enhancements or options. Include the effect of such enhancements or customized services on the commission and/or guaranteed minimum to the Jail. Provide, by telephone type, the normal installation interval the Jail should expect for additions. Describe the process the Jail would use to request subsequent additions/deletions.

11. Any significant task not listed in the Statement of Needs that are known to be necessary, either as reimbursable expenses under the Contract or as a service to be contracted for separately by the Jail.

E. The proposed commission. To be based on the Contractor’s gross revenue for all calls. Gross revenues shall be defined as all revenue, monies, credits or other things of value received by the Contractor, (or by any person or entity having an ownership, management, or beneficial interest in Contractor), from whatever source, as a result of inmate calls, including, but not limited to, revenues received by the Contractor as a result of service charges or surcharges charged to the called party. The determination of gross revenue received does not allow for the deduction of any expenses, allowances or other deductions of any nature.

**4. EVALUATION AND AWARD**

4.1 EVALUATION CRITERIA: Proposals shall be evaluated by the Jail using the following criteria:

<b>Criteria</b>
<b>Methodology</b> <ul style="list-style-type: none"> <li>- Availability of support services (e.g., phone support, meetings) when needed</li> <li>- Proposed methodology for completion of the project - Proposed schedule,</li> <li>- Exceptions to this RFP</li> </ul>
<b>Offeror</b> <ul style="list-style-type: none"> <li>- Information supplied by Virginia references</li> <li>- Overall qualifications and experience of the firm, project team and any subcontractors, including previous experience in providing these services</li> </ul>
<b>Commission</b> <ul style="list-style-type: none"> <li>- Upfront Minimum Annual Guarantee along with commission percentages</li> </ul>

4.2 AWARD: Following evaluation of the written proposals as submitted, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the RFP, including price if so, stated in the RFP. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Jail shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror, or to multiple Offerors should the Jail decide this to be in its best interest. Should the Jail determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror.

**5. GENERAL TERMS AND CONDITIONS**

5.2 ACCEPTANCE OF GOODS/SERVICES: Goods/services delivered shall remain the property of the Contractor until a physical inspection or actual usage of the goods/services is made and thereafter accepted to the satisfaction of the Jail. The goods/services must comply with the specifications and terms and conditions of this solicitation and be of the highest quality. In



the event the goods/services supplied to the Jail are found to be defective or not to conform to specifications, the Jail reserves the right to cancel the contract upon written notice to the Contractor and return products to Contractor at the Contractor's expense.

5.3 ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the Jail will publicly post such notice on the Southside Regional Jail's webpage.

5.4 ANTI-DISCRIMINATION: By submitting their proposals, Offerors certify to the Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000, the provisions in A and B below apply:

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the 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.
2. 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.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

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

5.5 APPLICABLE LAWS AND COURTS: This solicitation is governed by the laws of the Commonwealth of Virginia. Any dispute or controversy arising out of or relating to this solicitation or otherwise shall be brought in the Greensville County Circuit Court or in the United States District Court for the Eastern District of Virginia, Richmond Division;

provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute.

- 5.6 ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Southside Regional Jail
- 5.7 AUDIT: The Contractor shall retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by the Jail, whichever is sooner. The Jail or its authorized representative shall have full access to and the right to examine any of said materials during said period. The Contractor shall include the provisions above in every subcontract or purchase order, so that the provisions will be binding upon each subcontractor or vendor.
- 5.8 AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the Jail shall be bound hereunder only to the extent of lawfully appropriated funds.
- 5.9 BID PRICE CURRENCY: Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.
- 5.10 BIDDER, OFFEROR AND CONTRACTOR COMPLIANCE: All Bidders, Offerors and Contractors shall comply with the *Virginia Public Procurement Act*, (*Code of Virginia § 2.2-4300*, et seq.), and all applicable Jail policies, regulations and procedures adopted pursuant thereto.
- 5.11 CONTRACT CHANGES: Any changes to the contract must be approved through issuance of a written contract addendum or change order. The Jail will not assume responsibility for the cost of any changes made without issuance of a written contract addendum or change order.
- 5.12 CONTRACTOR'S PERFORMANCE:
- A. The Contractor agrees and covenants that its agents and employees shall comply with all Jail, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
  - B. During the performance of this contract, the Contractor shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
  - C. The Contractor shall cooperate with Jail officials in performing the Contract work so that interference with normal operations will be held to a minimum.
- 5.13 CONTRACTUAL CLAIMS: Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Any notice or claim shall be delivered to: Superintendent Tony Johnson at the Southside Regional Jail and shall include a description of the factual basis for the claim and a statement of the amounts claimed or

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

- 5.14 DEBARMENT STATUS: By submitting their proposals, Offerors certify that they are not currently debarred by the Jail from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 5.15 DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Jail, after due written notice as required by the NOTIFICATION clause, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Jail may have.
- 5.16 DRUG-FREE WORKPLACE: 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. 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, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.
- 5.17 ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.18 FINANCIAL STATEMENTS: All Offerors, by submission of a response to this solicitation, agree to provide the Jail, within 10 calendar days of the Jail's request, a copy of its most

recent audited financial statement(s), and those of any of its parent companies and/or subsidiaries having material influence on the goods/services provided, or to be provided, under the resultant contract with the Jail. The financial statement(s) shall be accompanied by a letter signed by, as applicable to the type of business, a corporate officer, partner, or owner, stating that the accompanying financial statement(s) is/are complete and is/are the most recent audited financial statement(s) available. The financial statement(s) shall be provided at no charge to the Jail, and the Jail shall be under no obligation to return the financial statement(s). The Contractor chosen as a result of this solicitation shall include this same provision in the contracts of all subcontractors and any other entity providing goods or services related to the Jail contract, so as to guarantee the Jail's rights to obtain financial statements. Should the Contractor fail to ensure the Jail's rights under this section, the Contractor shall be liable to the Jail for all reasonable costs and expenses the Jail may incur in obtaining financial statements which would have otherwise been available under the provisions of this section.

- 5.19 FORCE MAJEURE: If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God , or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with the Jail.
- 5.20 IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Contractor certifies that they do not, and shall not during the performance of the contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- 5.21 INDEMNIFICATION: Contractor agrees to indemnify the Jail, its officers, agents, and employees for any loss, liability, cost (including attorney's fees), or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Jail or to failure of the Jail to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods or equipment delivered. The Jail will not agree to indemnify the Contractor.
- 5.22 INDEPENDENT CONTRACTOR: The Contractor is an independent Contractor and nothing contained in the contract shall constitute or designate the Contractor or any of its agents or employees as employees of the Jail.
- 5.23 LICENSES AND PERMITS: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Contractor's work which are legally required prior to and during the work, including software licenses or other intellectual property permissions, unless otherwise specified by the Jail.
- 5.24 MANDATORY USE OF JAIL FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Jail form provided for that purpose may be a cause for

rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Jail reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

5.25 NOTIFICATION: Any notice required by the contract shall be effective if given by registered mail, return receipt requested, to the Contractor in the name and at the address given in their proposal; provided that change of address shall be effective if given in accordance with this paragraph. The Contractor agrees to notify the Southside Regional Jail immediately of any change of legal status or of address.

5.26 PAYMENT:

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. In those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made (*Code of Virginia*, § 2.2-4353).
4. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Jail shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the Jail of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.24363).

B. To Subcontractors:

1. A Contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Jail for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Jail and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the contract)

on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Jail, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Jail.

C. The Southside Regional Jail encourages Contractors to accept electronic and credit card payments.

- 5.28 PRECEDENCE OF TERMS: The following General Terms and Conditions; ANTI-DISCRIMINATION, APPLICABLE LAWS AND COURTS, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, MANDATORY USE OF JAIL FORM AND TERMS AND CONDITIONS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 5.29 QUALIFICATIONS OF OFFERORS: The Southside Regional Jail may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Jail all such information and data for this purpose as may be requested. The Jail reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Jail that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 5.30 ROYALTY AND LICENSE FEES AND COPYRIGHT, TRADEMARK AND PATENT PROTECTION:
- A. By submitting their proposal, Offerors certify that there will be no violation of copyrights or patent rights in manufacturing, producing, or selling the commodities or services to be ordered as a result of this solicitation.
  - B. Unless specified otherwise in the contract, the Contractor shall pay all royalty and license fees relating to the items covered by the contract.
  - C. In the event any third party shall claim that the manufacture, use and sales of these goods offered hereby constitutes an infringement of any copyright, trademark, or patent, the Contractor shall indemnify and hold harmless the Jail from any cost, expense, damage or loss incurred in any manner by the Jail on account of such alleged infringement.
- 5.31 SEVERABILITY: Each paragraph and provision of the resultant contract will be severable from the entire agreement and if any provision is declared invalid, the remaining provisions shall remain in effect.
- 5.32 STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: In accordance with *Code of Virginia* § 2.2-4311.2 subsection B, a Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its proposal

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

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

5.34 TERMINATION FOR CONVENIENCE: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the Jail determines that such a termination is in its best interests. Any such termination shall become effective on the date stated in a written notice of termination to the Contractor sent at least five days prior to the stated termination date. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

5.35 TESTING AND INSPECTION: The Jail reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

## 6. SPECIAL TERMS AND CONDITIONS

6.1 ACCEPTANCE: The Jail reserves the right to test the equipment and service for satisfactory performance for a period of ninety (90) days. After the first sixty (60) days of testing, the Contractor shall perform an inspection with the Jail to ascertain system compliance. In the event that the equipment and/or service is not acceptable, the Jail will notify the Contractor in writing and give the Contractor thirty (30) days to bring the equipment and service to a satisfactory level.

6.2 CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION: The Contractor assures that information and data obtained as to personal facts and circumstances related to inmates will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Jail's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the Jail of any breach or suspected breach in the security of such information. Contractors shall allow the Jail to both participate in the investigation of incidents and exercise control over decisions regarding

external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

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

6.3 CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Jail or another Contractor, may continue them. The Contractor agrees:
  - 1. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor;
  - 2. To make all Jail owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - 3. That the Jail shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- B. The Contractor shall, upon written notice from the Jail, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Jail's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phaseout work fees must be approved by the Jail in writing prior to commencement of said work.

6.4 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:



From:

---

Name of Bidder	Due Date	Time
RFP# 01-FY2023		
<hr/> Street or Box Number		
<hr/> City, State & Zip Code		

The envelope should be addressed as directed on Page 1 of the solicitation.

The Offeror takes the risk that the envelope may be inadvertently opened and the information compromised which may cause the bid or proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

6.5 INSURANCE REQUIREMENTS:

- A. The Contractor shall be required to maintain in force such insurance, in amounts and types acceptable to the Jail, as will protect itself and the Jail from claims which may arise out of or result from the execution of the work, whether such execution be by itself, its employees, agents, subcontractors or by anyone for whose acts any of them may be liable. All insurance shall be provided by companies allowed to conduct business in the Commonwealth. Insurers shall have a Best's financial strength rating of "A-" or better, and a Best's financial size category of Class VII, or better, in the latest evaluation of A. M. Best Company, or as otherwise approved by the Southside Regional Jail, Greenville Jail and its elected and appointed officials, officers, consultants, agents and employees shall be named as additional insured on the Contractor's Commercial General Liability and Umbrella Liability insurance for premises, ongoing operations and products and completed operations on a primary and non-contributory basis. Original certificates of insurance signed and provided by authorized representatives of the insurers or, at the Jail's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be provided to Purchasing prior to award of the contract, and within seven (7) days of any written request for a certificate, and for five (5) years after Final Payment for the Work with respect to products and completed operations liability.
- B. The Contractor shall not start work under this contract until the Contractor has obtained at his own expense all of the insurance called for hereunder and such insurance has been approved by the Jail; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor for the Jail will be granted only after submission to the Jail Purchasing Office of original, signed certificates of insurance or, alternately, at the Jail's request, certified copies of the required insurance policies.
- C. All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Office."

- D. The certificate holder should be listed as: Southside Regional Jail Authority.
- E. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Jail. The Contractor shall be as fully responsible to the Jail for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it. The Jail will consider deductible amounts as part of its review of the financial stability of the Contractor. Any deductibles shall be disclosed by the Contractor, and all deductibles will be assumed by the Contractor.

Coverage(s) Required	Required Limit	Description
Business Automobile Liability	\$1,000,000.00	- Combined Single Limit per Occurrence
Commercial General Liability	\$1,000,000.00 \$2,000,000.00 \$2,000,000.00	- Combined Single Limit per Occurrence - General Aggregate Limit per Project - Products and Completed Operations Aggregate
Personal and Advertising Injury Liability	\$1,000,000.00	- Each Offense per Person or Organization
Umbrella Excess Liability	\$1,000,000.00	- Per Occurrence and Aggregate as Applicable
Worker's Compensation & Employer's Liability	\$ 500,000.00 \$ 500,000.00 \$ 500,000.00	- Per Accident - Disease per Employee - Policy Limit Disease

- 6.6 **MANDATORY PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be at 11:00 AM on Monday, November 14, 2022 at the Southside Regional Jail located at 244 Uriah Branch Way Emporia, VA 23847. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, attendance at this conference will be a prerequisite for submitting a proposal. Proposals will only be accepted from those Offerors who are represented at this pre-proposal conference. Attendance at the conference will be evidenced by the representative's signature on the attendance roster. No one will be admitted after 11:10 AM.

Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

- 6.7 **PREVENTIVE MAINTENANCE:** The Contractor shall provide necessary preventive maintenance, required testing and inspection, calibration and/or other work necessary to maintain the equipment in complete operational condition during the contract term.
- 6.8 **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.

- 6.9 RENEWAL OF CONTRACT: This contract may be renewed by the Jail upon written agreement of both parties for five (5) successive one-year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration. Changes to the rates charged to the inmates may be negotiated at each renewal.
- 6.10 SECURITY/JAIL RULES: In consideration of the security responsibility of the Jail, the Superintendent or his designee reserves the right to observe the Contractor's operations and inspect assigned work areas. Moreover, the Contractor agrees to abide by all of the Jail's rules and regulations, procedures and general orders, as well as any directives by the Superintendent regarding Contractor's performance under the Contract. The Contractor shall agree to provide the names of employees assigned to work at the Jail, for the purpose of a criminal background record check along with a full background check from each company's chief executive officer and chief financial officer, failure to comply will result in immediate disqualification. The Jail reserves the right, upon the showing of probable cause, to search the employees of the Contractor. All Contractor employees shall comply with the Jail's written policy and procedures relating to jail security. Any unusual occurrences shall be reported immediately by the Contractor's employees to the Superintendent or his designee. The Contractor shall review the Jail's "contraband" policies with employees to familiarize them with prohibited items. The Contractor shall immediately bring to the attention of the Superintendent or his designee any employees with outstanding felony or misdemeanor warrants. The Contractor and Jail agrees to provide for their employees, a drug free workplace. The Superintendent or his designee shall possess the sole discretion to deny any person access to the Jail.
- 6.11 SUBCONTRACTS: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 6.12 UPTIME. MAINTENANCE NOTIFICATION & FAILURE RESPONSE: For the purposes of this contract, the term "Contractor-provided service" shall mean any type of system provided under the scope of this contract to the Jail by the Contractor. Examples of items which would constitute individual systems include, but are not limited to: the inmate telephone system, inmate tablets, and/or inmate information kiosks. All Contractor provided services to the Jail shall have uptimes of 99% or greater. The Contractor shall notify the Jail at least one (1) business day in advance of any scheduled maintenance which may impact a Contractor-provided service, and within two (2) hours of any unscheduled outage. The Contractor shall begin repairs within four (4) hours of notification, with all repairs completed & service fully restored within eight (24) hours. The Jail shall assess the Contractor a fee of \$1,000/calendar day/occurrence/system impacted for any service failure not fully corrected within eight (24) hours. Such a fee shall be outside of, and in addition to, any agreed upon cost recovery and/or guaranteed minimum.
- 6.13 WARRANTY (COMMERCIAL): The Contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most

favorable commercial warranties the Contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Jail by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.

- 6.14 WORK SITE DAMAGES: Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Jail's satisfaction at the Contractor's expense.
- 6.15 My signature on this solicitation constitutes certification that I am familiar with the local conditions under which the inmate telephone, tablet, and video visitation system must perform; possess the capabilities, hardware and personnel necessary to provide an efficient and successful inmate telephone, tablet, and video visitation system; and shall be solely responsible for all services proposed.

**7. ATTACHMENTS**

- Attachment A - Vendor Data Sheet
- Attachment B - Virginia State Corporation Commission Registration Information
- Attachment C - Proprietary/Confidential Information Identification
- Attachment D - Call History for July 2021 – June 2022
- Attachment E - Propose Pricing and Commission Schedule
- Attachment F - Third Party Vendors

# ATTACHMENT A

## VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

\_\_\_\_\_ Years \_\_\_\_\_ Months

4. Vendor Information: eVA Vendor ID: \_\_\_\_\_

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

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

## ATTACHMENT B

### STATE CORPORATION COMMISSION FORM

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

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

**-OR-**

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

**-OR-**

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

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

**-OR-**

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

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

## ATTACHMENT C

### PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

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

Ownership of all data, documentation, and materials originated and prepared for the Southside Regional Jail pursuant to this Request shall belong exclusively to the Jail and shall be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public inspection under this Act. To prevent disclosure, however, the Offeror must invoke the protection of Section 2.2-4342D of the *Code of Virginia* in writing, either before or at the time the data or other materials are submitted. The written Request must specifically identify the data or other materials to be protected and state the reasons why the protection is necessary.

## ATTACHMENT D

### CALL HISTORY FOR JULY 2021 – JUNE 2022

1. NUMBER OF CURRENT TELEPHONES:

- 51 wall mounts
- 1 roll phone

2. CALL TYPE BREAKDOWN:

Gtl Cdr Summary Calendar Rate Type	Gtl Cdr Summary Calendar Call Type	Sum of Gtl Cdr Summary Calendar Calls	Sum of Gtl Cdr Summary Calendar Minutes	Sum of Avg. Call Length
INTERLATA	Advance Pay	9,452	84,865	8.98
	Advance Pay One			
INTERLATA	Call	421	5,526	13.13
INTERLATA	Collect	10	107	10.70
INTERLATA	Debit	7,459	50,378	6.75
INTERNATIONAL	Debit	1	9	9.00
INTERSTATE	Advance Pay	67,111	608,570	9.07
	Advance Pay One			
INTERSTATE	Call	1,259	15,237	12.10
INTERSTATE	Collect	17	140	8.24
INTERSTATE	Debit	40,939	295,443	7.22



<b>INTRALATA</b>	Advance Pay	4,139	34,161	8.25
	Advance Pay One			
<b>INTRALATA</b>	Call	97	1,215	12.53
<b>INTRALATA</b>	Collect	8	30	3.75
<b>INTRALATA</b>	Debit	3,500	24,798	7.09
<b>LOCAL</b>	Advance Pay	8,385	71,782	8.56
	Advance Pay One			
<b>LOCAL</b>	Call	298	4,187	14.05
<b>LOCAL</b>	Collect	258	2,647	10.26
<b>LOCAL</b>	Debit	7,170	51,489	7.18
<b>Grand Total</b>		<b>150,524</b>	<b>1,250,584</b>	<b>8.31</b>

3. Use full rates only. Do not use time of day, or day of week discounts.
4. The Call Type Breakdown information above is provided by the current service provider. While this information is presumed to be correct, the Jail assumes no liability for the information provided.

## **ATTACHMENT E**

### **PROPOSED PRICING AND COMMISSION SCHEDULE**

1. Utilizing Attachment D and the Offeror's PSC approved tariffs, the Offeror shall provide a worksheet (proforma) that calculates and projects commissions payable to the Jail.

2. Include in the worksheet the following information:
  - 2.1 Surcharges and costs per minute/each additional minute for each type of Attachment D call.
  - 2.2 For comparison purposes, calculate and project commission payable using Attachment D with local calls charged at PSC approved measured service rates, and with local calls charged at PSC approved flat rates.
  - 2.3 Example worksheet as follows:

Commission Rate: Percentage based on both collect and debit calling

Minimum Annual Revenue Upfront Guarantee: Flat per minute call rate with no time of day and mileage bands.

DEBIT RATES:

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

COLLECT RATES:

<u>Type of Call</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local		
IntraLATA		
InterLATA		
Int		
erst		
ate		
Int		
ern		
atio		
nal		

## ATTACHMENT F

### THIRD PARTY VENDORS

1. Jail Management System provided by GTL
2. Inmate Accounting System provided by GTL
3. Inmate Trust Deposit System provided by GTL

4. Livescan
5. Inmate Commissary System provided by Oasis
6. Victim Information and Notification (VINE)
7. Virginia Criminal Information Network (VCIN)
8. Video Visitation Provider is GTL
9. Local Inmate Data System (LIDS)
10. Pharmacy Ordering System provided by Contract Pharmacy
11. Inmate Phone provider is GTL