



**VIRGINIA PENINSULA REGIONAL JAIL  
9320 MERRIMAC TRAIL  
WILLIAMSBURG, VIRGINIA 23185  
757-820-3915**

**Date: Thursday January 22, 2026**

**Request for Proposals # VPRJ 2026-003  
Inmate Telephone, One to One Inmate to Tablet  
Ratio, and Deposit Services**

**1<sup>st</sup> Pre-Proposal Site Visit - Mandatory**

**Date: January 29, 2026**

**Time: 09:00am, Est.**

**Location: Virginia Peninsula Regional Jail**

**Question & Answer Deadline Submission**

**Due Date:**

**January 30, 2026**

**Time: 3:00pm, Est.**

**Answer Response**

**February 2, 2026**

**DUE DATE: February 13, 2026**

**Time: 3:00 PM Est**

**All questions pertaining to this RFP are to be submitted in writing to:**

Requests for Proposals Prepared by:  
Lt. Col. Frank Huotte, Deputy Superintendent  
Virginia Peninsula Regional Jail  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
Office: 757-820-3902 Fax: 757-887-1849  
Email: [fhuotte@vprj.org](mailto:fhuotte@vprj.org)

**VIRGINIA PENINSULA REGIONAL JAIL**  
9320 Merrimac Trail  
Williamsburg, Virginia 23185  
757-820-3915

**RFP INFORMATION**

**REQUEST FOR PROPOSAL**

**SEALED**

**Issue Date: January 22 ,2026**

**RFP VPRJ 2026-003**

**Title:** **INMATE TELEPHONE, ONE TO ONE INMATE TO TABLE RATIO, and DEPOSIT SERVICES**  
The Virginia Peninsula Regional Jail (VPRJ) solicits interested Offerors to submit proposals (RFP) to provide Inmate Telephone, One to One Inmate Tablet Ratio, and Deposit Services for Virginia Peninsula Regional Jail.

**Issuing:** Virginia Peninsula Regional Jail  
Attention: Lieutenant Colonel Frank Huotte  
9320 Merrimac Trail  
Williamsburg, Virginia 23185

**Receipt of Proposals:** Sealed proposals will be received until **February 13, 2026, 3:00:00 pm, EST.** for services described herein.  
Please submit four (4) copies marked  
**RFP VPRJ 2026-003 INMATE TELEPHONE, ONE TO ONE INMATE TO TABLE RATIO, and DEPOSIT SERVICES for the Virginia Peninsula Regional Jail Facility**

If proposals are mailed or hand carried, send directly to issuing above. Proposals will **not** be accepted via Fax.

**Information:** All inquiries should be directed to Lieutenant Colonel Frank Huotte at 757-820-3902 or email [fhuotte@vprj.org](mailto:fhuotte@vprj.org).

### **IMPORTANT DATES**

RFP Issued ..... 01/22/2026

Mandatory Pre-Proposal Conference ..... 01/29/2026

Last Day to submit written questions ..... 01/30/2026

VPRJ responds to written questions through RFP  
Addendum to be sent to all prospective proposers ..... 02/02/2026

Deadline to receive SEALED proposals ..... 02/13/2026

**Virginia Peninsula Regional Jail**

**REQUEST FOR PROPOSAL VPRJ 2026-003**

**INMATE TELEPHONE, ONE TO ONE INMATE TABLE RATION,  
DEPOSIT SERVICES**

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Issue Date:	January 22, 2026
Title:	Inmate Telephone, One to One Inmate to Tablet Ratio, and Deposit Services
Issuing Department:	Virginia Peninsula Regional Jail 9320 Merrimac Trail Williamsburg, VA 23185
Location Where Service Will be Provided:	Williamsburg, VA Virginia Peninsula Regional Jail
Term of Contract:	Three (3) years with five (5) one (1) year renewals

Sealed proposals, including all required forms, attachments, certifications, pricing schedules, technical submissions, management plans, references, financial statements, insurance documentation, exceptions (if any), and any other materials responsive to this Request for Proposals (RFP), shall be received by the issuing department of the Virginia Peninsula Regional Jail Authority (hereinafter the "Regional Jail" or the "Public Body") no later than, and strictly prior to, 3:00 p.m., prevailing local time, on Friday, February 13, 2026 (hereinafter the "Proposal Due Date and Time"). Proposals received after the Proposal Due Date and Time, for any reason whatsoever—including but not limited to delays in postal delivery, courier service failure, electronic transmission errors, network congestion, power outages, inclement weather, traffic conditions, personal emergencies, technical difficulties, or any other cause or circumstance—shall be deemed late and shall be automatically rejected as non-responsive without exception, waiver, or consideration. The Proposal Due Date and Time is fixed, final, and non-extendable under any circumstances.

It is the express preference and strong recommendation of the Regional Jail that all proposals be submitted electronically through the Commonwealth of Virginia's Electronic Procurement System (eVA) in accordance with the procedures, guidelines, and technical requirements established by the Virginia Department of General Services (DGS) for eVA vendors. Offerors are strongly encouraged to utilize electronic submission to ensure timely receipt, reduce the risk of physical delivery delays, and facilitate the efficient processing and evaluation of proposals. For detailed instructions, step-by-step guidance, technical specifications, file format requirements, size limitations, security protocols, certification processes, and troubleshooting resources related to electronic submission via eVA, all Offerors shall refer to the official vendor training materials available at <https://eva.virginia.gov/eva-vendor-training.html>, specifically selecting and reviewing the document titled "Respond to RFPs and more" (PDF format) located under the heading "Find and Respond to Virginia Business Opportunities." Offerors who elect to submit proposals in hard copy (paper) format rather than electronically do so at their own risk, and the Regional Jail shall bear no responsibility for any delay, loss, mis-delivery, damage, or non-receipt of physical submissions. All proposals, whether submitted electronically or in hard copy, must be clearly marked as "Sealed Proposal – Inmate Communication and Visitation System RFP" and include the Offeror's full legal name, contact information, and the Proposal Due Date and Time on the exterior packaging or electronic submission cover.

The Regional Jail will **not** grant, consider, entertain, discuss, or acknowledge any request for an extension, postponement, delay, adjustment, or modification of the Proposal Due Date and Time under any circumstances, including but not limited to requests based upon inclement weather, holidays, personal or organizational scheduling conflicts, illness, bereavement, technical difficulties, requests for clarification, addenda issuance, or any other reason or excuse. Any Offeror, or any representative, agent, employee, principal, officer, director, member, partner, affiliate, or other person acting on behalf of an Offeror, who submits, communicates, emails, telephones, or otherwise conveys (orally, in writing, electronically, or by any other means) a request for an extension of the Proposal Due Date and Time—whether formal, informal, conditional, hypothetical, or otherwise—shall be **immediately and automatically disqualified** from further consideration in this procurement process. Such disqualification shall be final, non-appealable, and without opportunity for cure, protest, or reinstatement, and the Regional Jail shall have no obligation to provide notice, explanation, or opportunity to respond prior to disqualification. The mere submission of an extension request shall constitute sufficient grounds for immediate rejection of the Offeror's proposal as non-responsive and exclusion of the Offeror from any further participation in this solicitation.

This strict no-extension policy and automatic disqualification provision is a material requirement of the RFP intended to ensure fairness, equal treatment of all Offerors, transparency, and the orderly administration of the competitive procurement process in accordance with the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq., as amended). The Regional Jail reserves the right, in its sole and absolute discretion, to reject any proposal that fails to comply with the submission deadline, format, or any other requirement set forth herein, and to proceed with evaluation of only those proposals that are timely, complete, and fully responsive. This provision shall survive any cancellation, withdrawal, or termination of the RFP and shall remain binding on all Offerors regardless of the outcome of the procurement.

All inquiries for information should be directed to: Lt. Col. Frank Huotte, Assistant Superintendent, 757-820-3902 or [fhuotte@vprj.org](mailto:fhuotte@vprj.org) 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

eVA Vendor ID \_\_\_\_\_

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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature in Ink

Name: \_\_\_\_\_  
Please Print

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

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

**PRE-PROPOSAL CONFERENCE:** A mandatory pre-proposal conference will be held at 9:00am on January 29<sup>th</sup> at the Virginia Peninsula Regional Jail. Questions are due by 3:00pm on January 30<sup>th</sup>, 2026, This public body does not discriminate against faith-based organizations.

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## 1. GENERAL INFORMATION

### 1.1 OPERATIONAL ENVIRONMENT:

The Virginia Peninsula Regional Jail Authority (the “Authority” or the “Jail”) is a political subdivision and public body corporate duly created and existing under the laws of the Commonwealth of Virginia pursuant to Title 53.1, Chapter 5.1 of the Code of Virginia (§ 53.1-95.2 et seq.), the Regional Jail Authority Act, and the joint resolutions and articles of incorporation adopted by its participating local governing bodies. The Authority is the public entity issuing this Request for Proposals (“RFP”) and, upon award, shall be the contracting party.

The Authority owns and operates the Virginia Peninsula Regional Jail, a maximum-security adult detention facility serving the Cities of Williamsburg and Poquoson and the Counties of James City and York (collectively, the “Participating Jurisdictions”). The Jail functions as the primary local detention facility for pre-trial detainees, locally sentenced inmates, state-responsible inmates temporarily housed pursuant to agreements with the Virginia Department of Corrections, and other persons lawfully committed to its custody under state or federal authority.

The Jail is operated in compliance with all applicable federal, state, and local laws and standards governing correctional facilities, including but not limited to the Virginia Minimum Standards for Jails, the Prison Rape Elimination Act (PREA), the Americans with Disabilities Act (ADA), and accreditation standards of the American Correctional Association (ACA), as applicable. The inmate population is dynamic and subject to fluctuation based on judicial, operational, and systemic factors.

The Authority is governed by a Board appointed by the Participating Jurisdictions, with day-to-day operations overseen by the Superintendent, who is authorized to issue solicitations and execute contracts on behalf of the Authority. References in this RFP to the “Jail,” “Regional Jail,” or “Authority” shall mean the Virginia Peninsula Regional Jail Authority and its duly authorized representatives. This section is provided for informational purposes and shall not be construed to limit the Authority’s legal powers or obligations, all of which are expressly reserved.

### 1.2 PURPOSE AND INTENT:

The purpose of this Request for Proposals (“RFP”) is to solicit, evaluate, and select one or more qualified vendors capable of providing a secure, reliable, and fully integrated inmate communication system for the Virginia Peninsula Regional Jail (the “Regional Jail” or the “Public Body”). The system shall include inmate telephone services, tablet-based communications and applications, and video visitation, and shall be designed, implemented, operated, maintained, and supported in full compliance with the security, operational, legal, and regulatory requirements of a modern correctional facility.

The objectives of this procurement are to: (i) ensure the highest levels of system security, integrity, and reliability; (ii) provide comprehensive monitoring, recording, reporting, and audit capabilities for all inmate communications; (iii) enforce effective controls to prevent misuse, harassment, criminal activity, or unauthorized contact; (iv) minimize administrative burden on Jail staff while maximizing operational efficiency and investigative value; (v) ensure transparent, reasonable, and compliant pricing for inmates and their families; and (vi) establish a long-term contractual relationship with a vendor that will fully adhere to all requirements and commitments set forth in this RFP.

All RFP documents, including specifications, requirements, addenda, and clarifications, together with the successful Offeror’s accepted proposal, shall be incorporated by reference into and made part of the resulting contract. Any post-award attempt to modify, limit, or deviate from the requirements of this RFP or the accepted proposal without the Jail’s express written consent shall constitute a material breach. This section shall survive the termination or expiration of any contract awarded pursuant to this RFP.

- A. The Regional Jail is soliciting proposals from all interested and qualified firms to install, operate, maintain and service an Inmate Telephone, 1:1 Tablets, Onsite Video Visitation and Remote Video Visitation System. The Jail is seeking a single Contractor with end-to-end responsibility for inmate telephone, tablet, and video visitation services. Subcontractor relationships will be permitted. The Jail shall bear no responsibility for any costs associated with the system.

B. The Contractor shall provide inmate telephones (i.e., wall mounted, pedestal, and portable), in-pod wall mounted kiosks (at a minimum of one in each housing unit), deposit kiosks, and 1:1 assigned tablets based on the Statement of Needs below. The Contractor will provide a software platform that supports all inmate communication (requests, grievances, etc.) and permit Facility responses. All requests and responses will be preserved throughout contract and indefinitely at contract conclusion. This platform will allow review of all inmate messaging and video visit and will be preserved throughout contract and indefinitely at contract conclusion. This software platform will provide the Facility with the ability to assign Regional Jail and external users permissions at the direction of the Facility. The Facility will have direct access to and extraction rights to all inmate communication (phone, tablet messaging, video visitation, inmate mail scan, public visitation, facility requests, and grievances, etc.) All inmate communication(s) will be preserved and available to the Facility during the contract and indefinitely at contract conclusion. 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 the statistics below.

Location	Pedestal Phones	Mobil Phone Cart	Video Wall Charging Stations (2 Tablets Per)	Video Pedestal View Stations (2 Tablets Per)	Video Lobby Stations	Pod Video Visit Stations	Bulk Chargers (40 Tablets Per)	Bulk Chargers 9 Port Ovens
A1, A2, A3	12		7			3	1	
B1, B2, B3	14		8			3	1	
C Pod	10		2	1		3	1	1
D Pod	10		2			3	1	1
E Pod	10		2			3	1	1
F Pod	10		2			3	1	1
Medical Rear		2	1					
Security Housing	4	1	4					
Intake	4				2			
Lobby					7			
Totals	74	3	28	1	9	18	6	4

## **2. STATEMENT OF NEEDS**

### **2.1 LICENSING, CERTIFICATION AND OTHER STATUTORY REQUIREMENTS:**

The Contractor shall, at all times during the performance of this Contract and any extension, renewal, amendment, or continued performance thereof, fully comply with all applicable federal, state, and local laws, regulations, ordinances, standards, and requirements, including all licensing, certification, registration, permitting, and accreditation obligations imposed by any authority having jurisdiction, including but not limited to the Federal Communications Commission and agencies of the Commonwealth of Virginia. The Contractor shall be solely responsible, at its own expense, for obtaining, maintaining, and renewing all such licenses and approvals, and for ensuring compliance by its officers, employees, agents, subcontractors, and affiliates.

All provisions of the Regional Jail's Request for Proposals ("RFP"), including all addenda and related materials, together with the Contractor's accepted proposal, are hereby incorporated by reference into this Contract and shall be binding as if fully set forth herein. In the event of any conflict among the contract documents, the order of precedence shall be as stated in the executed Contract, or, if none is stated, as determined by the Regional Jail in its sole discretion.

The Regional Jail reserves the right to amend this provision on a prospective basis upon written notice to the Contractor, and such amendment shall be binding without further action by the Contractor. Any failure by the Contractor to comply with applicable laws or licensing requirements shall constitute a material breach of this Contract and shall entitle the Regional Jail to all available remedies, including termination for cause. This provision shall survive the termination or expiration of the Contract.

### **2.2 INSTALLATION AND DISCONNECTION:** The Contractor shall be solely responsible, at its own cost and without reimbursement or adjustment, for ensuring that all equipment, software, systems, and services provided under this Contract are fully compatible, interoperable, and integrated with all existing and future telecommunications carriers, commissary systems, jail management systems, inmate accounting systems, and other third-party systems used by or serving the Regional Jail. The Contractor shall perform all necessary testing, configuration, and integration required to achieve reliable, secure, and compliant operation of the Inmate Communication System prior to final acceptance.

All costs associated with compatibility, integration, testing, and ongoing operation shall be borne exclusively by the Contractor and shall not result in increased charges to inmates, reduced compensation to the Regional Jail, or any claim for additional compensation. Any failure to maintain full compatibility and operational performance shall constitute a material breach of this Contract and may result in termination for cause. This obligation shall survive the termination or expiration of the Contract.

### **2.3 ADA REQUIRED FEATURES:** The Offeror shall provide OneTRS as the sole, mandatory Telecommunications Relay Services (TRS) solution under this contract. OneTRS shall be fully integrated into the Offeror's inmate technology platform and delivered as a single, unified application accessible from inmate-issued tablets and facility kiosks. OneTRS shall be FCC-compliant and shall support, at a minimum, Captioned

Telephone Service (CTS) with Real-Time Text (RTT), Video Relay Service (VRS) with American Sign Language (ASL) and real-time captioning, and IP Relay, and shall remain compliant with all FCC-recognized TRS requirements in effect at the time of contract award and as amended during the contract term. OneTRS shall display captions directly on tablets and kiosks without the use of external applications; support live monitoring and recording of audio, video, captions, and text across all TRS modalities; interoperate with FCC-certified relay providers; prevent unauthorized VRS person-to-person calls and sign mail; and operate entirely within the Offeror's platform without redirection to third-party services. OneTRS shall include accessible Prison Rape Elimination Act (PREA) reporting functionality, including PREA speed-dial access across all TRS services, confidential reporting mechanisms, and comprehensive logging and audit records sufficient to support compliance reviews and investigations. OneTRS shall meet correctional-grade security standards, including user identity verification, role-based access controls, monitoring, logging, and tamper-resistant audit trails, and shall allow the Agency full administrative control over access permissions, usage policies, monitoring configurations, and reporting. The Offeror shall host, operate, maintain, update, and support OneTRS as part of its standard platform without custom development by the Agency, shall ensure continuous operation on inmate tablets and kiosks, minimize staff involvement, allow inmate self-service applications for OneTRS subject to administrative review, and shall provide documentation, demonstrations, or testing upon request to verify compliance. Failure to provide OneTRS as specified herein, or substitution of any alternative TRS solution, shall be deemed non-responsive and a material breach of contract.

2.4

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 1:1 tablets for video visitation.
- F. All material and/or equipment furnished shall be new. Used, recycled, or remanufactured equipment is not acceptable.

2.5

SYSTEM INTEGRITY: The Contractor shall, at its sole cost and expense and without any reduction to the Regional Jail's commission or increase to inmate rates, be fully responsible for ensuring that the entire Inmate Communication System operates continuously, securely, and reliably, and is fully compatible and interoperable with all required telecommunications carriers, networks, and infrastructure necessary to support inmate voice calls, video visitation, messaging, and related services. The Contractor is solely responsible for obtaining, provisioning, and maintaining all telecommunications facilities, circuits, capacity, and network resources required to meet performance, redundancy, and regulatory requirements throughout the term of the Contract. The Contractor further acknowledges that it has independently verified the adequacy of all requirements and shall provide, at no additional cost to the Regional Jail, any additional

equipment, services, integrations, upgrades, or capabilities necessary to achieve full and compliant system operation. Failure to do so shall constitute a material breach. These obligations shall survive termination or expiration of the Contract.

2.6 **EQUIPMENT COMPATIBILITY:** The Contractor shall be solely responsible, at its own cost and without any reduction to the Regional Jail's compensation or increase to inmate rates, for ensuring that the Inmate Communication System is fully compatible, integrated, secure, and operational with all required telecommunications carriers, commissary systems, jail management systems, inmate accounting platforms, and related third-party vendors used by the Regional Jail. This responsibility includes all technical, operational, and regulatory aspects of integration, testing, capacity, redundancy, and compliance. The Contractor shall perform all required testing and provide any additional equipment, services, upgrades, or integrations necessary to achieve full system functionality at no additional cost to the Regional Jail. Failure to maintain full compatibility shall constitute a material breach. The Regional Jail may prospectively amend this requirement upon written notice.

2.7 **INSTRUMENTS AND INMATE STATIONS:** The Contractor shall, at its sole cost and expense, furnish, install, test, and place into full operation a complete system of new, correctional-grade inmate telephone stations and portable telephone sets suitable for use in all inmate-accessible areas of the Regional Jail. All equipment shall be securely mounted, vandal-resistant, and designed for high-security detention environments. Each station shall include a tamper-resistant keypad, impact-resistant handset, armored cord, and security fasteners, and shall be installed in accordance with applicable codes, manufacturer recommendations, and facility security requirements.

All inmate telephone stations and portable sets shall be fully compliant with the Americans with Disabilities Act (ADA), the 2010 ADA Standards for Accessible Design, Section 504 of the Rehabilitation Act, the Virginians with Disabilities Act, and all other applicable accessibility laws and regulations, including requirements for accessible mounting heights, reach ranges, operable parts, user-controlled volume adjustment with automatic reset, and hearing aid compatibility (HAC). The Contractor shall ensure that the required number of accessible stations are provided in accordance with detention facility scoping requirements and that accessible features are available to inmates with hearing, vision, mobility, or other disabilities.

The Contractor shall provide a minimum of one per housing unit ADA-compliant portable inmate telephone sets at no additional cost for use in lockdown, medical, or special housing areas. All equipment shall be installed and commissioned by qualified personnel, and the Contractor shall provide documentation certifying compliance with security and ADA requirements. Any failure to meet these requirements shall constitute a material breach and this Section shall survive termination of the Contract.

2.8 **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 recorded 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.

2.9 **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.

2.10 **PREPAID ACCOUNTS:** The Contractor hereby acknowledges, represents, warrants, and agrees that with respect to all prepaid inmate, resident, or end-user accounts established, maintained, administered, or otherwise serviced by or through the Contractor in connection with the provision of telecommunications or related services under this Contract, any such prepaid account that has experienced a continuous period of one hundred fifty (150) consecutive calendar days of inactivity, defined for purposes of this section as the absence of any completed, attempted, credited, debited, or otherwise chargeable transaction or account usage of any kind or nature whatsoever, shall be deemed inactive and shall, without exception, be subject to a mandatory, unconditional, and

irrevocable refund in the amount of one hundred percent (100%) of the remaining account balance, inclusive of all principal funds deposited, without reduction, offset, deduction, withholding, escheatment, dormancy charge, administrative fee, processing fee, maintenance fee, closure fee, or any other fee, charge, cost, assessment, or retention of any kind, regardless of how characterized, and such refund shall be issued promptly and in a manner acceptable to the Regional Jail. In addition to the foregoing refund obligation, each Offeror submitting a proposal in response to this solicitation shall provide, as a mandatory element of its proposal, a separate written disclosure statement, executed by a duly authorized officer of the Offeror, affirmatively stating whether, at any time during the ten (10) year period immediately preceding the date of release of this solicitation, the Offeror, or any parent company, subsidiary, affiliate, predecessor entity, or successor entity, has retained, withheld, diverted, assessed, or otherwise kept any portion of prepaid account funds in any manner whatsoever, whether directly or indirectly, and whether denominated as fees, costs, charges, administrative assessments, breakage, inactivity fees, maintenance fees, account closure fees, or any similar mechanism, other than the actual, bona fide, and disclosed cost of completed telephone calls or communications, and such written disclosure shall fully describe the nature, basis, duration, and monetary impact of any such retention, if applicable. The failure to provide a complete, accurate, and truthful disclosure as required by this section, or the retention of any prepaid funds in violation of the refund requirements set forth herein, shall be deemed a material breach of this Contract and a material misrepresentation in the procurement process, entitling the Regional Jail to exercise any and all remedies available at law or in equity, including, without limitation, rejection of the proposal, termination for cause, recovery of improperly retained funds, and pursuit of any other relief deemed appropriate by the Regional Jail.

2.11 **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.

2.12 **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 call from (inmate speaks name) from the Virginia Peninsula Regional Jail."*

2.13 **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.

2.14 **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 for the length of the contract 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
- M. Reporting on all old and unused prepaid accounts

2.15 **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. Virginia Peninsula Regional Jail reserves the right to change or amend this provision at any time on a prospective basis.

2.16 **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 detail records shall be maintained for the life of the contract plus five years.

2.17 **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.

2.18 **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.

2.19 **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.

2.20 **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.

2.21 **SINGLE SIGN ON (SSO):** All platforms under this RFP (ITS, Tablets, Video Visitation and Deposit Services) must adhere to a Single Sign On for designated Regional Jail Staff.

2.22 **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.

2.23 **MISCELLANEOUS TELEPHONE EQUIPMENT:** The Contractor hereby covenants, represents, and agrees that it shall furnish, supply, install, configure, integrate, test, and maintain, at its sole cost and expense and without limitation, all miscellaneous, ancillary, peripheral, and supporting equipment, devices, components, and associated system software necessary or desirable to enable authorized Jail officials to effectively, independently, and continuously query, retrieve, view, display, analyze, record, monitor, archive, reproduce, and print detailed individual inmate telephone activity and associated call data records, as well as to monitor and record inmate telephone conversations, from no fewer than two (2) separate, distinct, and independently operable physical locations within the Facility, which locations shall be designated solely by the Jail. Such miscellaneous equipment shall include, by way of example and not limitation, audio recording devices, digital and/or analog recorders, computers or workstations, printers, modems, network interfaces, servers, storage devices, backup systems, cabling, and all related hardware and firmware, together with all system software, operating software, applications, utilities, and licenses necessary to support full system functionality, and the Contractor shall ensure that the system provides comprehensive, uninterrupted, and complete record-keeping capabilities at all times. The inmate telephone system shall incorporate an integrated manual call termination or cutoff capability, accessible via a touch-screen interface or equivalent Jail-approved control mechanism, and the recording

and/or monitoring of inmate telephone calls shall automatically commence at the precise moment the handset is lifted or otherwise activated, without delay, interruption, or reliance on manual initiation by Jail personnel. The Contractor shall further provide and maintain system software fully compatible with and interfacing seamlessly to the inmate telephone system, which software shall support, at a minimum, traffic management, system configuration and administration, call routing and blocking, diagnostic testing, troubleshooting, maintenance monitoring, and performance reporting functions, and such software shall be structured with tiered, security-level-based access controls and password protection to restrict system functions according to user authorization. The system software shall include the on-site capability for authorized Jail personnel, without Contractor intervention, to create, modify, add, remove, or otherwise manage blocked or restricted telephone numbers, and to automatically maintain a complete and immutable audit trail reflecting the date and time of each such action, the telephone number entered, modified, or deleted, and the identity of the individual performing the action. The location, placement, configuration, and relocation of all miscellaneous equipment shall be determined solely by the Jail, and the Contractor shall accommodate any such determinations or subsequent changes without additional cost or delay. The Virginia Peninsula Regional Jail expressly reserves the unilateral right to modify, amend, supplement, or otherwise revise this provision at any time on a prospective basis, and any such modification shall be deemed automatically incorporated into this Contract without the necessity of further action, consent, or consideration.

2.24 **VALUE ADDED FEATURES:** Contractors may, at their option and in addition to, but not in substitution for, the base requirements of this solicitation, submit one or more alternative, supplemental, conditional, or optional offers, proposals, configurations, or solution iterations, which such Contractors may, in their sole judgment, believe to constitute additional, enhanced, incremental, or future value to the Regional Jail, it being expressly acknowledged that the determination of what constitutes "value," "additional value," or "value-added" shall reside first with the proposing Contractor for purposes of submission and thereafter solely with the Regional Jail for purposes of evaluation, consideration, acceptance, partial acceptance, deferral, or rejection, and further that such alternative or value-added offerings may include, but shall not be limited to, emerging, evolving, newly introduced, or otherwise not yet widely adopted technologies within the corrections industry, including but not limited to biometric wearable devices or biometric monitoring solutions, provided, however, that any such offering proposed as value-added shall be separately identified from the base proposal, fully described in a manner sufficient to permit evaluation, and accompanied by separate, itemized pricing, fees, or cost structures applicable to such offering, it being further understood and agreed that the submission of any such alternative or value-added offering shall neither obligate the Regional Jail to accept, procure, implement, or utilize such offering nor preclude the Regional Jail from requesting clarification, modification, repricing, reconfiguration, or resubmission of such offering, and that the Regional Jail's evaluation, acceptance, rejection, or non-action with respect to any such offering shall not create any expectation, entitlement, or obligation, express or implied, unless and until such offering is expressly incorporated into a written agreement, amendment, or award document executed by the Regional Jail.

2.25 **OPERATOR SERVICES AND VOICE PROMPTS:** The Contractor hereby covenants, represents, warrants, and agrees that all automated operator services, interactive voice response functionality, and any other voice-prompt-based guidance or instructional features provided in connection with this proposal and any resulting contract shall, as a

minimum and non-waivable requirement, be configured, enabled, and maintained to support no fewer than two (2) distinct spoken languages on each and every inmate telephone device deployed within the Facility, which languages shall include, at a minimum, English and Spanish. In the event that the Jail determines, in its sole and absolute discretion, that additional language support is necessary or desirable to meet the operational, demographic, accessibility, or compliance needs of the inmate population, each inmate telephone shall be technically capable of providing automated operator voice prompts in up to a total of four (4) spoken languages, inclusive of English and Spanish, and the activation, modification, replacement, or addition of any such languages shall be performed by the Contractor without cost, surcharge, fee, or other financial obligation of any kind imposed upon the Jail, regardless of whether such changes are requested at the time of initial deployment or at any point during the term of the contract. All automated operator voice prompts, messages, and instructions required or utilized during any phase of inmate telephone operation, including call initiation, call routing, call completion, call termination, error handling, or system messaging, shall be delivered in a manner that is clear, intelligible, professionally recorded, and reasonably concise, and shall be suitable for comprehension in a correctional environment characterized by ambient noise and varied user literacy levels. In addition to the foregoing, the Contractor shall prepare, supply, and update, at no additional cost to the Jail, written versions of all such automated operator instructions in each supported language, formatted in a manner suitable for posting and display within inmate housing units or other Jail-designated locations, and shall promptly revise such written materials as necessary to reflect any changes to voice prompts, system functionality, or language offerings implemented during the term of the contract.

2.26 **SURGE PROTECTION AND UNINTERRUPTED POWER SUPPLY (UPS):** The Contractor hereby covenants, represents, and agrees that it shall furnish, install, configure, integrate, and maintain, at its sole cost and expense and without limitation, a dedicated Uninterruptible Power Supply (“UPS”) system equipped with appropriate surge suppression, voltage regulation, and power conditioning capabilities for use in connection with, and in support of, the inmate telecommunications system and any associated hardware, software, infrastructure, or ancillary equipment provided pursuant to this Contract. The UPS system shall be specifically designed, sized, and configured to prevent, mitigate, and eliminate potential operational disruptions, data corruption, equipment damage, or system instability arising from electrical power anomalies, including, without limitation, power surges, spikes, brownouts, voltage fluctuations, transient disturbances, or the complete loss of commercial utility power, and shall ensure the continuous, uninterrupted operation of the telecommunications system during such events. The Contractor further agrees that, upon request by the Jail, it shall promptly provide comprehensive technical documentation, specifications, and supporting data describing the make, model, capacity, configuration, installation requirements, load calculations, runtime assumptions, and maintenance parameters of the UPS system, in a format acceptable to the Jail. The UPS system shall be capable of sustaining the telecommunications system at full operational load for a minimum continuous duration of one (1) hour, and such capacity shall be demonstrated through a live, on-site operational test conducted for the Superintendent or the Superintendent’s designee, during which commercial power shall be intentionally interrupted to verify that the UPS system maintains uninterrupted system operation for the full required duration. In the event that the UPS system fails, during such test or at any time thereafter, to maintain uninterrupted power to the system for the full one (1) hour minimum backup period, the Contractor hereby agrees and consents to the automatic assessment of liquidated damages equal to,

and imposed in the same manner as, the penalties set forth in Section 2.31 of this Contract, which penalties shall accrue without notice, demand, opportunity to cure, or proof of actual damages, and shall be in addition to, and not in lieu of, any other remedies, damages, or enforcement rights available to the Jail under this Contract, at law, or in equity.

2.27 **INMATE VISITATION KIOSKS FOR ONSITE VISITATION:** The Contractor shall provide inmate stations at each inmate personal visitation booth. The stations will conform to all the features and specifications outlined in this RFP and shall provide for the recording and archiving of inmate visits.

2.28 **DEBIT PROCESSING SYSTEM:** The Contractor hereby covenants, represents, warrants, and agrees that it shall design, develop, configure, implement, test, deploy, operate, support, and maintain full and continuous system-level integration and interoperability between the inmate telephone system and all third-party systems, platforms, and service providers identified or referenced in Attachment F to this Contract, including, without limitation, inmate accounting systems, jail or offender management systems, commissary and trust fund systems, payment processing platforms, and any other related or successor systems designated by the Jail from time to time, for the express purpose of enabling authorized individuals to purchase prepaid or debit telephone time for inmate use on the system. The Contractor shall bear sole and exclusive responsibility for all costs, expenses, labor, materials, software development, configuration, licensing, connectivity, testing, troubleshooting, maintenance, upgrades, and ongoing support associated with the installation, operation, modification, and maintenance of such integrations, without reimbursement, surcharge, or additional compensation of any kind from the Jail. The Contractor shall receive, ingest, process, and reconcile transactional data transmitted by such third-party vendors reflecting the purchase of debit or prepaid calling time, and shall, in a timely, accurate, and automated manner, credit the corresponding value or minutes to the applicable inmate's debit calling account on the Contractor's call processing and management equipment, ensuring data integrity, synchronization, and consistency across all integrated systems. To facilitate such integration, the Contractor shall access and interface with computer systems maintained by third-party vendors through secure internet and/or intranet connections utilizing industry-standard communication protocols, including, but not limited to, Transmission Control Protocol/Internet Protocol (TCP/IP) via File Transfer Protocol (FTP) over a designated port, Hypertext Transfer Protocol (HTTP) over a designated port, or Server Message Block (SMB), as required by the third-party vendor and approved by the Jail, and shall comply with all applicable security, authentication, encryption, and access control requirements imposed by the Jail or such vendors. The Contractor shall further provide, implement, and maintain a standardized, transparent, and Jail-approved mechanism by which unused, unexpired, or otherwise refundable prepaid or debit calling time may be returned, refunded, or credited back to the purchasing individual in a manner that is timely, accurate, auditable, and compliant with applicable laws, regulations, and Jail policies, and such refund mechanism shall operate without cost or administrative burden to the Jail.

2.29 **LOBBY AND INTAKE KIOSKS:** The Contractor shall furnish, install, deploy, operate, and maintain lobby-based and intake-area kiosk systems (collectively, "Kiosks") for use at the Jail, which Kiosks shall be configured such that lobby kiosks permit members of the public or other authorized senders to deposit funds, whether by cash, credit card, or other Jail-approved payment method, into the trust account of an inmate currently incarcerated at the Jail, and intake kiosks permit booking or intake officers, during the booking process,

to deposit and credit to an inmate's trust account any funds recovered from, or otherwise associated with, an offender at the time of arrest, intake, or processing, and the Contractor shall further provide and support inmate trust account services ("Trust Services") that enable funds to be transmitted, credited, and posted to inmate accounts through multiple Contractor-provided channels, including, without limitation, telephonic payments utilizing the Contractor's interactive voice response system, electronic payments submitted through a web-based payment portal utilizing credit or debit cards, and in-person payments tendered at third-party retail locations authorized by the Contractor, it being expressly understood that all such payment methods, whether kiosk-based or remote, shall be subject to the same posting, reconciliation, and audit requirements, and that in the event any payment or deposit accepted, processed, or otherwise received by or on behalf of the Contractor is not accurately, timely, and properly credited to the correct inmate trust account for any reason whatsoever, the Contractor shall be subject to a financial assessment in the amount of five hundred dollars (\$500.00) per deposit that fails to post correctly, such assessment being applied on a per-transaction basis and accruing independently for each affected deposit until corrected, and further that any such assessment shall be imposed outside of, and in addition to, any agreed-upon cost recovery provisions, guaranteed minimums, commissions, or other financial arrangements set forth elsewhere in the Agreement, without limitation to any other remedies available to the Jail under the Agreement or applicable law.

2.30 **TABLETS:** The Contractor shall, at all times during the term of the Agreement, furnish, deploy, and maintain a sufficient quantity of inmate tablets so as to achieve and continuously sustain a one-to-one (1:1) assignment ratio between tablets and the inmate population housed at the facility, such ratio being calculated based upon the Jail's current operational inmate count as determined by the Jail in its sole discretion. In addition to the tablets required to satisfy the 1:1 assignment ratio, the Contractor shall further maintain an on-site reserve inventory equal to no less than ten percent (10%) of the total number of tablets required to satisfy said ratio, which reserve inventory shall be physically present at the Jail and immediately available for deployment. In the event the Jail conducts a spot audit, inspection, or inventory verification of tablet quantities and determines that the Contractor has failed to maintain the required ten percent (10%) on-site reserve inventory, the Contractor shall be subject to a financial assessment in the amount of one thousand dollars (\$1,000.00) per calendar day, assessed on a per-day, non-prorated basis, commencing on the date such deficiency is identified and continuing until such time as a full and verifiable ten percent (10%) reserve inventory is restored on-site at the facility to the satisfaction of the Jail. All tablets provided under this Agreement shall be fully functional and capable of supporting, at a minimum, the following features and services: remote video visitation; wireless voice calling limited exclusively to outbound calls initiated through the inmate telephone system; streaming video and audio content, including movies and music supplied by the Offeror; paid interactive gaming applications; electronic messaging; PDF document viewing; access to free electronic books and digital periodicals; and an up-to-date library of educational and vocational training modules. Additionally, an up-to-date electronic Law Library shall be made available on all inmate tablets as well as on all in-pod kiosks. The Contractor shall provide, install, and maintain all charging carts, wall-mounted charging stations, and wall-mounted docking stations required to support tablet charging and video visitation operations. All tablets shall be capable of utilizing wired earbuds, which shall be provided by the Contractor, for the express purpose of reducing ambient noise levels within inmate housing units. All remote video visitation sessions shall be restricted to a maximum duration of fifteen (15) minutes per visit. Any modification,

extension, or alteration of the video visitation duration, whether intentional or inadvertent, implemented without the prior written authorization of the Superintendent shall result in the immediate assessment of a ten-thousand-dollar (\$10,000.00) fine per occurrence, as determined by the Regional Jail. The Contractor shall provide written notice to the Jail prior to replacing, upgrading, substituting, or otherwise modifying the model or specifications of any tablet deployed to the inmate population. The Contractor shall bear sole responsibility for all technical support, maintenance, repair, replacement, and operational functionality of the tablet system, including but not limited to all associated hardware, wiring, fiber, cabling, network infrastructure, and access points necessary to ensure uninterrupted performance. In the event of an inmate population increase, as determined by the Jail, the Contractor shall supply additional tablets sufficient to reestablish and maintain the required 1:1 inmate-to-tablet ratio, together with the required ten percent (10%) reserve inventory, within ten (10) business days of notification of such increase. Any and all financial assessments, penalties, or fees imposed pursuant to this Section shall be assessed independently of, and in addition to, any agreed-upon cost recovery mechanisms, guaranteed minimums, commissions, or other financial arrangements set forth elsewhere in the Agreement.

2.31 **TABLET CALLING:** The Contractor hereby acknowledges, represents, and agrees that, as a mandatory and material requirement of this Contract, inmates shall be provided with the continuous, reliable, and functional ability to initiate, place, and complete telephone calls directly from inmate-issued tablet devices through the Contractor's inmate telecommunications system, and such capability shall not be contingent upon, limited by, or rendered unavailable as a result of tablet inventory shortages, allocation constraints, logistical limitations, device availability, or any other operational, technical, or commercial circumstance. The Contractor expressly acknowledges that, in the current operational environment, the availability of tablets has been insufficient to ensure universal inmate access to tablet-based calling functionality, and therefore the Contractor shall bear sole responsibility for implementing, maintaining, and scaling its tablet deployment, inventory management, replacement, and provisioning processes in a manner that ensures that all inmates have reasonable and equitable access to tablet-based telephonic communications at all times during the term of this Contract. Any failure to provide such access, whether arising from inadequate tablet quantities, device downtime, loss, damage, or other causes within the Contractor's control, shall constitute a material failure of performance under this Contract and shall not relieve the Contractor of its obligations to provide tablet-based calling functionality as required herein, nor excuse compliance with any applicable service level, availability, or performance standards.

2.32 **TELE-MEDICINE VIA INMATE TABLET/KIOSK:** The Contractor hereby covenants, represents, warrants, and agrees that it shall furnish, deploy, operate, support, and maintain a comprehensive telemedicine solution accessible via inmate-issued tablet devices and/or fixed inmate kiosks, which solution shall be provided at no cost, fee, charge, surcharge, deduction, or other financial obligation of any kind to the inmate user and at no cost, fee, charge, reimbursement, or assessment of any kind to any medical provider, healthcare practitioner, contractor, or third-party clinical service entity participating in or utilizing the telemedicine services. As a mandatory component of its proposal, the Contractor shall submit a detailed, written description of its telemedicine solution, including, without limitation, a technical and operational explanation of how secure, real-time, interactive audio-visual clinical encounters are facilitated through the Contractor's video visitation platform or video communication infrastructure, how such encounters are scheduled,

initiated, authenticated, conducted, and terminated, and how the solution ensures appropriate clinical privacy, continuity of care, and operational reliability within a correctional environment. The Contractor further agrees that the telemedicine solution shall be fully compliant with all applicable federal and state laws, regulations, and standards governing the privacy and security of protected health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and all implementing regulations thereunder, and shall implement administrative, physical, and technical safeguards sufficient to protect the confidentiality, integrity, and availability of all protected health information transmitted, stored, or accessed through the system. Such safeguards shall include, at a minimum, secure user authentication, role-based access controls, encryption of data in transit and at rest, audit logging, and breach notification procedures, and the Contractor shall be solely responsible for ensuring ongoing compliance with HIPAA requirements and for promptly addressing and remediating any actual or suspected violations thereof.

2.33 **MAIL SCANNING:** The Contractor hereby covenants, represents, warrants, and agrees that it shall furnish, implement, operate, and maintain, at its sole cost and expense, a comprehensive inmate mail scanning and electronic mail delivery solution for all non-legal inmate correspondence, expressly excluding attorney-client privileged or otherwise legally protected mail, which solution shall be designed to receive, process, convert, and transmit inmate personal mail into a secure electronic format for delivery to inmates. All inmate personal mail shall be directed to and received at a Contractor-designated off-site or centralized mail scanning facility, the location, security controls, and operational standards of which shall be subject to review and approval by the Jail, where such mail shall be opened, inspected, scanned, digitized, and converted into an electronic format in accordance with applicable laws, regulations, and Jail policies, and thereafter transmitted electronically for secure access by the inmate through inmate-issued tablets and/or in-pod kiosks or other Jail-approved inmate communication devices. The mail scanning solution shall include advanced document processing capabilities, including Optical Character Recognition (OCR) functionality, to enable text-based searching within scanned correspondence and shall provide configurable mechanisms allowing the Jail to define, modify, and maintain keyword and/or phrase lists that automatically flag scanned mail content for secondary review by authorized Jail staff prior to inmate access. The Contractor shall further provide, at no additional cost, written instructional materials, including but not limited to literature, brochures, signage, and other informational documents, in a format and quantity approved by the Jail, clearly detailing mail submission procedures, designated mailing addresses, delivery timelines, and any applicable restrictions, for distribution to inmates, families, correspondents, and other interested parties. In addition, the Contractor shall supply and maintain a portable, Jail-approved drug detection device capable of screening incoming mail for the presence of illegal or prohibited substances, including but not limited to synthetic drugs, narcotics, or other contraband, and shall provide training and support necessary to ensure Jail staff can effectively operate such device in connection with the mail scanning process.

2.34 **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.

2.35 **MINIMUM ANNUAL GUARANTEE (“MAG”):** The Offeror shall provide the Jail with

a minimum annual guarantee (MAG), to be paid upfront annually. The MAG will be reconciled to the actual commission at the end of each month with any additional payment made to the Jail at that time.

2.36 **SYSTEM DEPLOYMENT:** Following the full and final execution of the Contract by all required parties, and as a condition precedent to the initiation, mobilization, or commencement of any work, activity, installation, configuration, testing, or deployment of any kind, the Contractor shall prepare, submit, and obtain written approval from the Jail of a comprehensive, detailed, and facility-specific Contract Implementation, System Deployment, and Operational Commencement Plan (the “Implementation Plan”), which Implementation Plan shall, at a minimum, delineate all phases, milestones, dependencies, personnel assignments, timelines, risk mitigation measures, and coordination activities necessary to achieve full operational readiness, including, without limitation, required coordination, scheduling, provisioning, and interconnection activities with the local exchange carrier, telecommunications provider, or other third-party service providers (“TELCO”), and the Contractor shall fully cooperate with, and strictly adhere to, any scheduling directives, access limitations, sequencing requirements, or operational constraints imposed by the Jail in connection therewith. The Contractor shall further bear sole responsibility for providing regular, timely, and accurate progress updates to the Jail in a manner and frequency acceptable to the Jail, and for ensuring that all hardware, software, firmware, infrastructure, cabling, systems, components, and related equipment are installed, configured, tested, and fully operational in strict accordance with manufacturer specifications, industry standards, contractual requirements, and Jail policies no later than thirty (30) calendar days following the date of full Contract execution. In the event the Contractor fails to achieve full implementation within the thirty (30) calendar day period, the Contractor hereby agrees, acknowledges, and consents to the assessment of liquidated damages in the amount of Three Thousand Dollars (\$3,000.00) per calendar day for each and every day, or portion thereof, beyond the required implementation period until such time as the system is deemed completely installed, which liquidated damages shall accrue automatically, without notice, demand, opportunity to cure, or proof of actual damages, and shall be payable to the Regional Jail in addition to, and not in lieu of, any agreed-upon cost recovery, revenue share, guaranteed minimum, or other financial obligation under the Contract. For purposes of this section, the determination of when the system is “completely installed” shall be made solely and conclusively by the Superintendent, or the Superintendent’s designee, following the Contractor’s representation that installation is complete, and such determination shall be final, binding, and not subject to dispute, appeal, offset, or reduction.

2.37 **LIABILITY:** The Contractor hereby covenants, represents, warrants, and agrees that it shall assume full, exclusive, and continuous responsibility for the custody, care, control, protection, security, and safeguarding of all equipment, materials, tools, supplies, components, systems, and other property of any kind or nature whatsoever brought onto, stored at, installed within, or otherwise utilized in connection with the performance of installation, configuration, or related work under this Contract, and such responsibility shall attach upon delivery of such items to the site and shall continue until final acceptance by the Jail. The Contractor further expressly acknowledges and agrees that the Jail shall bear no responsibility or liability whatsoever, whether in contract, tort, equity, statute, or otherwise, for any fraud, theft, loss, disappearance, damage, destruction, impairment, or diminution in value of the Contractor’s equipment, stations, systems, materials, or

supplies, from any cause whatsoever, including, without limitation, acts of vandalism, misuse, tampering, or intentional or negligent conduct by inmates or third parties, or any other cause not attributable to the sole gross negligence or willful misconduct of the Jail. The Contractor shall, at all times during the performance of the work, maintain all installation sites, work areas, and affected portions of the Facility in a safe, orderly, clean, and fully functional condition, and shall restore such areas to a clean and working order at the conclusion of each business day without exception. In addition, the Contractor shall be solely responsible, at its own cost and expense and without reimbursement, for promptly repairing, replacing, or restoring, to the satisfaction of the Jail, any and all existing utilities, equipment, infrastructure, fixtures, finishes, walls, floors, ceilings, or other surfaces that are damaged, disrupted, or adversely affected as a result of or in connection with the Contractor's performance of the work, and such restoration shall be completed in a manner that meets or exceeds the condition existing prior to commencement of the work, as determined by the Jail in its sole discretion.

2.38 **SINGLE POINT OF CONTACT:** The Contractor hereby covenants, represents, warrants, and agrees that, upon execution of this Contract and throughout the entire Term thereof, it shall designate, appoint, and maintain a single, clearly identified, and continuously available individual to serve as the Contractor's sole authorized point of contact and Project Manager (the "Designated Project Manager"), who shall possess full authority to act on behalf of the Contractor with respect to all matters relating to planning, coordination, communication, scheduling, issue resolution, and performance under this Contract. The Designated Project Manager shall be responsible for, and shall serve as the exclusive liaison for, all coordination and communications between the Contractor, the Jail's designated representative(s), and any local, regional, or national telecommunications service providers, including without limitation the applicable telephone company ("TELCO"), and shall ensure timely dissemination of information, escalation of issues, and resolution of all operational, technical, and administrative matters. Following system go-live and commencement of operational services, the Contractor further agrees to participate in mandatory, recurring monthly meetings between the Superintendent of the Jail (or his or her designee) and the Contractor's executive-level account management personnel, the purpose of which shall be to review system performance, service levels, compliance with contractual obligations, outstanding issues, and any other matters deemed relevant by the Jail, and attendance at such meetings shall be a material obligation of this Contract. In the event that the Contractor proposes to change or replace the Designated Project Manager for any reason whatsoever, including but not limited to resignation, reassignment, termination, or organizational restructuring, the Contractor shall provide written notice to the Jail and shall execute a formal amendment to this Contract reflecting such change within thirty (30) calendar days of the effective date of the change; failure to timely execute such amendment shall constitute a material breach of this Contract, and the Contractor shall be assessed a liquidated damage in the amount of One Thousand Dollars (\$1,000.00) per calendar day for each day beyond the thirty (30)-day period until such amendment is fully executed, which amount shall be cumulative, non-exclusive, and in addition to any other remedies available to the Jail at law, in equity, or under this Contract.

2.39 **RIDER CLAUSE:** The awarded Contract(s) may be extended, with the authorization of the Contractor, to other public bodies, public agencies, or institutions of the United States to permit their use of the Contract at the same prices and/or discounts and terms and conditions of the Contract, including but not limited to any and all value-added features, products and services included in this solicitation. The Prime Contractor or value-added contractor listed in this solicitation shall deal directly with public bodies utilizing the

Contract concerning issuance of purchase orders, contractual disputes, invoicing, and payment. Virginia Peninsula Regional Jail acts only as the "Contracting Agent" for these public bodies.

2.40 **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.

2.41 **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.

2.42 **EXISTING EQUIPMENT REPLACEMENT:** If required, removal of the existing equipment belonging to the current service provider shall be coordinated by the Contractor.

2.43 **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.

2.44 **STAFFING:** The Contractor shall, for the full duration of the Contract term, provide and maintain, at a minimum, one (1) full-time on-site employee physically assigned to the facility for no fewer than forty (40) hours per week and fifty-two (52) weeks per year for the purpose of overseeing, managing, supporting, and otherwise ensuring the continuous and proper operation of all inmate telephone, tablet, and video visitation systems and services provided by the Contractor, it being expressly acknowledged that while certain administrative or technical functions may be performed remotely at the Contractor's discretion, such remote performance shall not relieve the on-site employee of full and exclusive responsibility for day-to-day operational oversight, functionality, compliance, and performance of all Contractor-provided inmate communication services, and further that under no circumstances shall Regional Jail staff be deemed responsible for the operation, maintenance, troubleshooting, support, or oversight of any such Contractor-provided equipment or systems; provided further that the on-site employee shall possess no less than one (1) year of documented experience in the operation and support of correctional telephone, tablet, and video visitation systems, and that the Contractor shall supply sufficient relief staffing, in such quantity and duration as necessary, to ensure uninterrupted operations during any period of absence, including but not limited to vacation, illness, training, or other unavailability, all Contractor employees assigned to work within the Jail being subject to prior approval by the Superintendent or the Superintendent's designee and required, before commencing any duties, to successfully complete all Contractor-provided training and orientation in compliance with all applicable standards and requirements of the Virginia Department of Corrections (VADOC) and the Jail, with the Contractor maintaining comprehensive documentation of such training and furnishing copies thereof to the Jail's authorized designee within five (5) business days of request, all such employees being required to communicate effectively in English, with bilingual capability encouraged but not required, and to wear professional

attire at all times while present in the Jail, the determination of staffing levels in excess of the minimum requirements herein remaining within the sole discretion of the Contractor provided, however, that such discretion shall not limit or diminish the Contractor's full responsibility for compliance with all terms and conditions of the Contract or for maintaining continuous and effective operations, and further that in the event no full-time or part-time Contractor employee is present on-site during any required coverage period the Jail may assess a financial penalty in the amount of one hundred dollars (\$100.00) per hour, not to exceed five hundred dollars (\$500.00) per day, and that the Contractor shall provide and maintain an on-site timekeeping system for recording hours worked by on-site personnel and shall submit a written report documenting such hours to the Superintendent or the Superintendent's designee at the conclusion of each work week, failure of which shall result in the assessment of a one thousand dollar (\$1,000.00) fine for each calendar day the report is not submitted, such fines accruing cumulatively and without limitation (e.g., seven (7) days of non-submission resulting in a seven thousand dollar (\$7,000.00) assessment), all such penalties being assessed independently of any other remedies available to the Jail under the Contract or at law.

2.45 **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.

2.46 **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 may be submitted electronically through eVA or by U. S. Mail, overnight service, or hand delivery.

1. Electronically through eVA
  - a. For guidance on how to submit a proposal, go to <https://eva.virginia.gov/eva-vendor-training.html> and select the "Respond to RFPs and more" PDF located under the heading "Find and Respond to Virginia Business Opportunities (VBO)".
  - 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 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 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 a 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 Regional 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 submitted in response to this Request for Proposals (RFP) shall be prepared in a simple, economical, clear, concise, professional, and highly organized manner, with the primary objective of providing a complete, accurate, unambiguous, and compelling demonstration of the Offeror's capabilities, experience, technical approach, management plan, implementation strategy, security protocols, service delivery model, and overall ability to fully satisfy all requirements, specifications, performance standards, compliance obligations, and operational expectations set forth in this RFP, including all addenda,

clarifications, and incorporated documents, while avoiding unnecessary verbosity, extraneous marketing materials, excessive graphics, elaborate binders, or other superfluous embellishments that do not directly contribute to substantive evaluation; proposals must be organized strictly in the exact order in which the requirements are presented in the RFP, with all pages consecutively numbered in the footer or header of every page, each paragraph or major section of the proposal clearly referencing the corresponding paragraph number (and sub-letter, where applicable) of the RFP, and it is strongly recommended that each response paragraph or subsection repeat the exact text of the RFP requirement (including paragraph number and sub-letter) immediately preceding the Offeror's response thereto to facilitate precise evaluation and ensure evaluators can immediately locate and correlate the Offeror's response to each specific requirement; where a single response to a particular RFP requirement spans multiple pages, the applicable paragraph number, sub-letter, and a brief restatement of the requirement shall be repeated at the top of each subsequent page to maintain continuity and clarity; the proposal shall include a comprehensive table of contents that lists all major sections and subsections of the proposal and explicitly cross-references each to the corresponding paragraph(s), sub-letter(s), and requirement(s) of the RFP, enabling evaluators to navigate directly to the Offeror's address of each mandatory element; any additional information, data, materials, exhibits, or materials that the Offeror desires to present which do not directly correspond to a specific RFP requirement shall be inserted at the most logically appropriate location within the proposal or, alternatively, attached at the end as clearly designated "Additional Material" or "Supplementary Information," with appropriate cross-references provided in the table of contents; proposals that fail to adhere to this organizational structure, numbering, cross-referencing, and labeling protocol risk being deemed non-responsive and eliminated from further consideration, as the evaluation committee shall not be obligated to search through disorganized submissions to locate where RFP requirements are addressed, and the Regional Jail reserves the right to reject any proposal that, in its sole discretion, does not sufficiently facilitate efficient and accurate evaluation due to lack of proper organization, completeness, clarity, or compliance with these mandatory formatting and presentation requirements; in particular, the entire commission structure, revenue-sharing model, pricing methodology, rate schedule, and all associated fees must be consolidated into a single, clearly designated, professionally formatted section of the proposal (recommended title: "Commission, Pricing, Rates, and All Associated Fees"), presented in an easy-to-read tabular format utilizing clear headings, subheadings, columns, rows, footnotes where necessary, and consistent terminology, with no commission, pricing, rate, or fee-related information permitted to appear in any other portion of the proposal, and this dedicated section must comprehensively and transparently disclose, define, and explain in precise detail the proposed commission percentage or fixed revenue share payable to the Regional Jail on all gross revenues generated by the System (including inmate telephone calls, tablet usage fees, video visitation charges, account funding fees, and any other revenue sources), the method of calculation (gross revenue basis, net of taxes or other deductions, etc. VOID WHERE PROHIBITED), all per-minute rates, connection fees, funding fees, convenience fees, debit/credit card processing fees, account maintenance fees, video visitation session fees, tablet application access fees, and any other direct or indirect charges to inmates, friends/family members, or other called/visited parties, the complete pricing structure for all services (including any

tiered, volume-based, time-of-day, or classification-based variations), any administrative fees, technology fees, regulatory recovery fees, or other pass-through charges, clear definitions of all terms used (e.g., "gross revenue," "call connection fee," "funding transaction," etc.), the proposed method and frequency of commission payments to the Regional Jail (e.g., monthly, with itemized statements), any proposed caps, floors, minimum guarantees, or incentives related to commissions, a detailed explanation of how rates and fees will be adjusted (if at all) during the contract term (including any triggers, limitations, approval requirements, or indexing mechanisms), and a certification that no hidden, undisclosed, or contingent fees of any kind will be imposed, with all fees and charges stated in plain, unambiguous language, avoiding vague or conditional phrasing, and presented in a manner that enables the Regional Jail to fully understand the total cost to inmates/called parties and the expected revenue to the Jail without the need for further clarification or interpretation, such that any failure to present the complete commission and pricing structure in a single, consolidated, clearly labeled, and professionally formatted section, or any attempt to distribute such information across multiple sections, footnotes, appendices, or external references, shall constitute a material deviation from the RFP requirements and may result in the proposal being deemed non-responsive and subject to rejection without further consideration, and proposals that do not fully comply with these content, organization, presentation, numbering, cross-referencing, and formatting requirements may be rejected as non-responsive or may receive a lower evaluation score due to lack of clarity, completeness, or professionalism, with the evaluation committee placing significant weight on the ease of understanding, transparency, and professionalism of the submitted materials, particularly the commission, pricing, and fee disclosure section, which constitutes a mandatory requirement of the RFP and shall be binding on all Offerors submitting proposals in response hereto.

3. 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.
4. 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.
5. The Contractor (or, prior to award, any Offeror, proposer, bidder, respondent, or other submitting entity, hereinafter collectively referred to as the "Offeror" or "Contractor" as the context requires) hereby irrevocably, unconditionally, perpetually, and expressly covenants, stipulates, represents, warrants, acknowledges, and agrees that all data, records, information, documents, materials, writings, reports, analyses, compilations, studies, specifications,

drawings, diagrams, schematics, software code (whether source, object, or executable), databases, metadata, logs, recordings (recordings need to be stored for the length of contract) (audio, video, digital, or otherwise), outputs, deliverables, work product, inventions, improvements, developments, discoveries, intellectual property (whether patentable or not), and any other tangible or intangible items of whatsoever nature or description that are originated, created, developed, prepared, generated, compiled, collected, assembled, or otherwise produced by or on behalf of the Offeror/Contractor, its principals, officers, directors, members, partners, employees, agents, subcontractors, consultants, affiliates, successors, assigns, or any other persons or entities acting for, by, through, under, or in concert with the Offeror/Contractor (collectively, the “Contractor Parties”), specifically pursuant to, in response to, in connection with, under, by virtue of, or as a direct or indirect result of this Request for Proposals (the “RFP”), any addenda thereto, any pre-proposal or post-proposal communications, any negotiations, any resulting contract, or any performance, modification, extension, renewal, or continuation thereof (hereinafter collectively referred to as the “Work Product”), shall be and remain the sole, exclusive, absolute, and indefeasible property of the Virginia Peninsula Regional Jail (hereinafter the “Regional Jail” or the “Public Body”).

Title to, ownership of, and all right, title, and interest in and to the Work Product—including without limitation all copyrights, patents, trade secrets, moral rights, publicity rights, database rights, mask work rights, and any other intellectual property or proprietary rights recognized under the laws of the Commonwealth of Virginia, the United States, or any other applicable jurisdiction—shall vest exclusively in the Regional Jail immediately upon creation or origination of each item of Work Product, without the necessity of any further assignment, conveyance, instrument, or formality, and the Contractor hereby irrevocably assigns, transfers, conveys, and quitclaims to the Regional Jail all such right, title, and interest, free and clear of any liens, encumbrances, claims, reservations, or third-party rights whatsoever. The Contractor further agrees to execute, and to cause all Contractor Parties to execute, any and all further documents, instruments, assignments, affidavits, declarations, or other writings reasonably requested by the Regional Jail at any time to perfect, evidence, confirm, or record such ownership and assignment.

All Work Product shall be subject to public inspection, examination, copying, and disclosure to the fullest extent required or permitted by the Virginia Freedom of Information Act (Va. Code § 2.2-3700 et seq., as amended from time to time, hereinafter the “VFOIA”), including any judicial or administrative interpretations thereof, and the Contractor hereby waives any and all claims, objections, defenses, or assertions that the Work Product (or any portion thereof) is exempt from disclosure under VFOIA except to the precise extent that a specific portion is lawfully protected as a trade secret or proprietary commercial or financial information in strict conformity with the procedures set forth in § 2.2-4342(F) of the Code of Virginia (as incorporated into the Virginia Public Procurement Act, Va. Code § 2.2-4300 et seq.).

In the event the Contractor desires to assert that any specific portion of the Work Product constitutes a trade secret or proprietary commercial or financial information exempt from mandatory disclosure under VFOIA, the Contractor shall strictly and mandatorily comply with the following cumulative, non-waivable, jurisdictional, and time-sensitive procedural requirements, failure of any one of which shall result in automatic and irrevocable waiver of any claimed

exemption and full subjection of the entire affected submission to public disclosure without limitation:

- (i) the Contractor must invoke the protection of Va. Code § 2.2-4342(F) in writing, either prior to or contemporaneously with the actual submission of the data, materials, or other items claimed to be protected (late invocations shall be ineffective and void);
- (ii) the written invocation must be submitted as a separate, clearly titled document (e.g., “Invocation of Trade Secret/Proprietary Protection Pursuant to Va. Code § 2.2-4342(F)”) delivered concurrently with the protected materials;
- (iii) the invocation must specifically and precisely identify, by page number, section, paragraph, table, figure, line item, or other unambiguous reference, each discrete portion, word, phrase, number, formula, diagram, or other element for which protection is claimed;
- (iv) the invocation must state with particularity, clarity, and specificity the factual and legal reasons why protection is necessary, including but not limited to identification of the exact basis for claiming trade secret status under the Virginia Uniform Trade Secrets Act (Va. Code § 59.1-336 et seq.) or proprietary commercial/financial information status under VFOIA, together with evidence or explanation demonstrating that the information derives independent economic value from not being generally known, has been the subject of reasonable efforts to maintain secrecy, is not readily ascertainable by proper means, and/or would cause substantial competitive harm if disclosed;
- (v) the claimed proprietary or trade secret material must be physically or electronically identified within the submission itself by some distinct, conspicuous, and unmistakable method (such as highlighting in yellow, underlining in red, enclosing in brackets with bold “CONFIDENTIAL – TRADE SECRET” legend, or equivalent), and the designation shall be limited strictly to the specific words, figures, sentences, paragraphs, or other minimal discrete elements that actually constitute protectible trade secrets or proprietary information;
- (vi) blanket, wholesale, categorical, or overbroad designations—including but not limited to classification of an entire proposal, prequalification application, pricing schedule, line-item prices, total proposed price, technical approach in its entirety, management plan, staffing plan, or any other major section or component as proprietary or trade secret—shall be deemed invalid, unacceptable, and ineffective, and shall result in automatic rejection of the entire proposal or submission as non-responsive; and
- (vii) in the event the Regional Jail determines that any claimed designation is overbroad, improper, or unjustified, the Regional Jail shall provide the Contractor with written notice of such determination and a reasonable period (not less than five (5) business days) within which to withdraw the overbroad designation and resubmit appropriately redacted materials; if the Contractor refuses, fails, or declines to withdraw the improper designation within the allotted time, the entire affected submission shall be deemed non-responsive and shall be rejected without further consideration.

The Contractor acknowledges that the Regional Jail is a public body subject to the mandatory disclosure provisions of VFOIA and that any failure by the Contractor to strictly comply with the foregoing procedures shall constitute a knowing and voluntary waiver of any claim to exemption, thereby subjecting all submitted materials to full public inspection and disclosure without liability to the Regional Jail. The Contractor further agrees to indemnify, defend, and hold

harmless the Regional Jail, its officers, employees, agents, and representatives from any and all claims, demands, actions, damages, losses, costs, expenses, and attorney's fees arising out of or related to any assertion by any third party that disclosure of Work Product in accordance with this Section or VFOIA violates any proprietary, trade secret, or confidentiality right of the Contractor or any Contractor Party.

This Section 1 shall survive indefinitely the termination, expiration, cancellation, rescission, completion, rejection, non-award, or any other cessation of this RFP process or any resulting contract for any reason whatsoever, and shall remain fully binding upon the Contractor, its successors, assigns, heirs, executors, administrators, trustees, receivers, and any other party claiming by, through, under, or in succession to the Contractor.

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 Regional 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 Regional Jail will schedule the time and location of these presentations. Oral presentations are an option of the Regional 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 Regional 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 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 4:30 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-1 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 Regional Jail using the following criteria:

<b>Criteria</b>	<b>Weight</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</li><li>- Proposed schedule</li></ul>	20
<b>Offeror</b> <ul style="list-style-type: none"><li>- Information supplied by references</li><li>- ADA Requirements (TRS, VRS, CTS)</li><li>- Overall qualifications and experience of the firm, project team, and any subcontractors, including previous experience in providing these services</li></ul>	30
<b>Commission</b> <ul style="list-style-type: none"><li>- MAG and Percentage of gross revenue payable to the Jail</li></ul>	50
<b>Total Score</b>	100

4.2 **AWARD:** Following a comprehensive evaluation of the written proposals submitted in response to this Request for Proposals (RFP), the Virginia Peninsula Regional Jail (hereinafter the “Regional Jail” or the “Public Body”) shall, in accordance with the competitive negotiation procedures set forth in § 2.2-4302.2 of the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq., as amended), select two or more Offerors that are deemed to be fully qualified and best suited among all those submitting responsive and responsible proposals. Such selection shall be based on a thorough and impartial assessment of the evaluation criteria specified in the RFP, which may include, but are not limited to, technical approach, experience, qualifications, past performance, management capability, proposed methodology, personnel resources, project schedule, risk allocation, innovation, and, where expressly stated in the RFP as an evaluation factor, proposed price or cost. Price, if included as an evaluation criterion, shall be considered but need not be the sole or determinative factor in the selection process.

Upon selection of the qualified Offerors, the Regional Jail shall initiate, and conduct written or oral negotiations with each of the selected Offerors. Negotiations may address any aspect of the proposal deemed material by the Regional Jail, including but not limited to scope of services, technical solutions, staffing, schedule, performance standards, risk management, insurance and indemnification requirements, and price or cost elements. During negotiations, the Regional Jail reserves the right to request clarifications, refinements, best and final offers, revised proposals, or additional information from any or all selected Offerors as necessary to fully evaluate the proposals and to achieve the best value for the Regional Jail. Negotiations shall be conducted in a fair and equitable manner, consistent with the principles of competition and transparency required under Virginia law.

Following the conclusion of negotiations with all selected Offerors, the Regional Jail shall,

in its sole and sound discretion, determine which Offeror (or Offerors) has submitted the proposal that, in the judgment of the Regional Jail, provides the best overall value to the Regional Jail, taking into account the totality of the evaluation factors and the results of negotiations. The Regional Jail shall then award the contract to such Offeror or, at its option and when deemed to be in the best interest of the Regional Jail (e.g., for redundancy, capacity, specialized services, or other operational needs), to multiple Offerors. The decision to award to one or more Offerors shall be final and shall not be subject to protest on the basis of the number of awards made, provided that the award is consistent with the terms of the RFP and applicable law.

Notwithstanding the foregoing, if, after evaluation of all proposals and any negotiations conducted, the Regional Jail determines in writing, in the exercise of its sole and absolute discretion, that (i) only one Offeror is fully qualified and capable of performing the required services to the required standard, or (ii) one Offeror is clearly more highly qualified and better suited than the other Offerors under consideration (based on the published evaluation criteria and the results of the evaluation process), then the Regional Jail may, without further negotiation with other Offerors, proceed to negotiate directly with that single Offeror and, upon successful conclusion of such negotiations, award the contract to that Offeror. Such determination shall be documented in the procurement file and shall constitute a sufficient basis for single-source or limited negotiation under Virginia law, provided all statutory and procedural requirements are otherwise satisfied.

All decisions relating to the evaluation, selection, negotiation, and award process under this RFP shall be made in the sole and sound discretion of the Regional Jail and shall be final, subject only to the limited protest rights afforded under the Virginia Public Procurement Act (Va. Code § 2.2-4360 et seq.). The Regional Jail reserves the right to reject any or all proposals, to cancel this solicitation, or to take such other action as it deems to be in the best interest of the Regional Jail, without liability to any Offeror.

## 5. **GENERAL TERMS AND CONDITIONS**

5.1 **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.eva.virginia.gov) streamlines and automates government purchasing activities. All vendors desiring to provide goods and/or services to the Regional Jail shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Offerors must register in eVA, failure to register may result in the proposal being rejected. The Regional Jail advertises all competitive solicitations on eVA but does not issue purchase orders through eVA unless required to by the terms and conditions of a state issued contract.

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 Regional 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 Regional Jail are found to be defective or not to conform to specifications, the Regional 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 Regional Jail will publicly post such notice on the DGS/DPS eVA VBO website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

5.4 **ANTI-DISCRIMINATION:** By the act of submitting a proposal, bid, offer, quotation, response, or other expression of interest in response to this Solicitation (hereinafter collectively referred to as the "Proposal"), each Offeror, proposer, bidder, respondent, or other submitting entity (hereinafter individually and collectively referred to as the "Offeror"), together with its principals, officers, directors, members, partners, shareholders, owners, affiliates, successors, assigns, agents, employees, subcontractors, and any other persons or entities acting for, by, through, under, or in concert with the Offeror (collectively, the "Offeror Parties"), hereby makes, executes, delivers, and irrevocably certifies, represents, warrants, covenants, undertakes, and agrees to and with the Virginia Peninsula Regional Jail (hereinafter the "Regional Jail" or the "Public Body"), as a material inducement to the Regional Jail's consideration of the Proposal, the potential award of any contract arising therefrom, and the Regional Jail's reliance upon the truthfulness, accuracy, completeness, and continuing validity of such certification, that the Offeror and all Offeror Parties shall, at all times during the solicitation process, the term of any resulting contract (including any extensions, renewals, modifications, or amendments thereof), and indefinitely thereafter as to obligations surviving termination or expiration, strictly, fully, continuously, and without exception conform to, comply with, abide by, and perform in accordance with each and every applicable provision, requirement, prohibition, mandate, and obligation imposed by the following federal, state, and local civil rights, equal opportunity, nondiscrimination, and fair employment laws, statutes, acts, codes, regulations, executive orders, judicial interpretations, and administrative rulings, as each may be amended, supplemented, reenacted, or otherwise modified from time to time and as in force and effect on the date of submission of the Proposal and thereafter:

- (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as amended, and all implementing regulations promulgated thereunder by the U.S. Department of Justice or other cognizant federal agencies, which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance;
- (ii) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), as amended, together with the Civil Rights Act of 1991 and other amendments, and all implementing regulations issued by the U.S. Equal Employment Opportunity Commission (EEOC), which prohibits employment discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), and national origin;
- (iii) the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 et seq.), as amended, and implementing regulations, which prohibits discrimination in employment on the basis of age against individuals forty (40) years of age or older.
- (iv) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and implementing regulations, which prohibits discrimination on the basis of disability in programs and activities receiving federal financial assistance;
- (v) Titles I and V of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), as amended by the ADA Amendments Act of 2008 and other legislation, and all implementing regulations promulgated by the EEOC and the U.S. Department of Justice, which prohibit discrimination against qualified individuals with disabilities in employment (Title I) and in the provision of public services, programs, and activities (Title II), and require reasonable accommodations unless such would cause undue hardship;
- (vi) the Virginians with Disabilities Act (Va. Code § 51.5-40 et seq.), as amended, which prohibits discrimination on the basis of disability in employment, housing, public accommodations, and other areas within the Commonwealth of Virginia;
- (vii) the Virginia Fair Employment Contracting Act of 1975 (Va. Code § 2.2-4310 et seq.), as amended, which requires nondiscrimination in employment practices by contractors and subcontractors performing work under public contracts awarded by public bodies of the Commonwealth;
- (viii) § 2.2-4311 of the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.), as amended, which expressly prohibits discrimination against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to employment discrimination, and requires contractors to include similar nondiscrimination provisions in all subcontracts;
- (ix) any and all other applicable provisions of federal, state, or local law, ordinance, regulation, executive order, or policy prohibiting discrimination in employment, contracting, or the provision of goods, services, facilities, accommodations, or benefits on the basis of race, color, religion, creed, sex (including pregnancy, childbirth, related medical conditions, sexual orientation, and gender identity), gender expression, national origin, ancestry, age, disability (physical or mental), marital status, familial status, military status, veteran status, genetic information, or any other protected characteristic recognized under applicable law.

Furthermore, in the event that any contract is awarded to a faith-based organization pursuant to this Solicitation, such faith-based organization hereby expressly certifies, covenants, and agrees, pursuant to and in full conformity with Va. Code § 2.2-4343.1(E), as amended, that it shall not discriminate against any recipient of goods, services, benefits, disbursements, assistance, or other aid provided, funded, or made available pursuant to

the contract on the basis of such recipient's religion, religious belief, refusal to participate in a religious practice, religious affiliation, or on the basis of race, color, sex, age, national origin, disability, sexual orientation, gender identity, or any other protected characteristic; that the faith-based organization shall be subject to the same rules, accounting, reporting, auditing, monitoring, and oversight requirements as any secular organization that contracts with public bodies of the Commonwealth of Virginia with respect to the use, expenditure, stewardship, and accountability of public funds provided under the contract; and that, in the event the faith-based organization elects to segregate public funds received under the contract into one or more separate accounts maintained exclusively for such public funds and distinct from any privately funded accounts, only those programs, activities, services, and expenditures funded directly or indirectly with such public funds shall be subject to audit, examination, inspection, review, or other oversight by the Regional Jail or any other authorized representative of the Commonwealth, it being expressly understood that such segregation shall not relieve the faith-based organization of its overarching nondiscrimination obligations with respect to all recipients, beneficiaries, or participants in any program or activity supported in whole or in part by the contract, nor shall such segregation limit or restrict the Regional Jail's right to ensure compliance with all applicable civil rights, equal opportunity, and nondiscrimination laws as set forth hereinabove.

This certification of nondiscrimination and compliance shall be deemed continuing, material, and non-severable; any breach, violation, or failure to comply with any provision hereof shall constitute a material default and breach of any resulting contract, entitling the Regional Jail to exercise all rights and remedies available hereunder, at law, in equity, or under applicable statute, including but not limited to immediate termination for cause, suspension of payments, withholding of funds, debarment or suspension from future procurements, assessment of damages, and referral to appropriate federal or state enforcement agencies; and this certification shall survive indefinitely the termination, expiration, cancellation, rescission, completion, or any other cessation of any contract awarded pursuant to this Solicitation for any reason whatsoever.

5.5 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.

5.6 **APPLICABLE LAWS AND COURTS:** This Solicitation, encompassing without limitation the Request for Proposals, Invitation to Bid, Request for Qualifications, or any other procurement instrument, together with all addenda, amendments, attachments, exhibits, specifications, drawings, clarifications, responses, bids, proposals, offers, counteroffers, acceptances, resulting contracts, purchase orders, agreements, and any other documents, instruments, or understandings arising therefrom or related thereto (collectively, the “Solicitation Documents” and, upon award, the “Resulting Contract”), as well as any and all rights, duties, obligations, liabilities, claims, controversies, disputes, or matters whatsoever arising out of, under, in connection with, by reason of, by virtue of, or in relation to the Solicitation Documents, the procurement process preceding or following therefrom, the formation, negotiation, execution, performance, non-performance, breach, termination, expiration, cancellation, rescission, modification, interpretation, enforcement, or validity of any aspect thereof, or any act, omission, representation, warranty, covenant, condition, or event associated therewith (collectively, “Solicitation-Related Matters”), shall be governed exclusively by, construed strictly in accordance with, and enforced pursuant to the substantive internal laws of the Commonwealth of Virginia, without regard to, and expressly excluding the application of, any choice-of-law, conflict-of-laws, or other principles, rules, doctrines, or statutory provisions (whether of the Commonwealth of Virginia, any other state or territory of the United States, or any foreign jurisdiction) that might otherwise direct the application of the laws of any other jurisdiction; and the parties hereto, including any offeror, bidder, proposer, Contractor, subcontractor, surety, guarantor, and the Virginia Peninsula Regional Jail (hereinafter the “Regional Jail” or the “Public Body”), hereby expressly, irrevocably, and unequivocally elect, stipulate, and agree that Virginia substantive law shall govern all Solicitation-Related Matters in their entirety, including but not limited to issues of contract formation, offer and acceptance, consideration, interpretation, performance, breach, remedies, measure of damages, limitation of actions, sovereign immunity (to the extent waived by statute), public policy, and any other legal or equitable consideration, such election being deemed a material, non-severable, and non-waivable term incorporated by reference into any and all resulting contracts or agreements arising from this Solicitation. Any and all disputes, controversies, claims, actions, causes of action, demands, proceedings, suits, or other litigation (whether characterized in contract, tort, equity, restitution, statute, constitutional law, administrative law, or any other legal or equitable theory whatsoever) arising out of, relating to, connected with, or in any manner pertaining to the Solicitation Documents or any Solicitation-Related Matter (each a “Dispute”) shall be commenced, instituted, filed, prosecuted, defended, and exclusively maintained solely and exclusively in one of the following two designated judicial fora, to the complete exclusion of all other courts, tribunals, forums, or venues whatsoever, whether state, federal, or otherwise: (i) the Circuit Court of the City of Williamsburg, Virginia (the “Williamsburg Circuit Court”), or (ii) the United States District Court for the Eastern District of Virginia, sitting in its Richmond Division (the “Richmond Federal Court”); and the parties hereby irrevocably consent to, submit themselves to, and waive any and all objections whatsoever to the personal jurisdiction, subject-matter jurisdiction, and venue of each such court, expressly agree that either such court constitutes a proper, convenient, and exclusive forum for the adjudication of any Dispute, irrevocably waive any claim of forum non conveniens or inconvenience of forum, and further stipulate that service of process in any such proceeding may be effected by any method authorized under the Virginia Rules of Supreme Court or the Federal Rules of Civil Procedure, as

applicable, including but not limited to personal service, certified or registered mail, or such other means as may be lawful. Notwithstanding the foregoing exclusive designation of jurisdiction and venue, and in addition to any other procedural prerequisites, conditions precedent, or administrative exhaustion requirements imposed by applicable law (including without limitation the Virginia Public Procurement Act, Va. Code § 2.2-4300 et seq., as amended from time to time, and any implementing regulations), it is expressly covenanted, agreed, and made a mandatory condition by all parties that, prior to the commencement, filing, institution, or prosecution of any action, suit, proceeding, or other litigation seeking monetary relief, damages (whether direct, indirect, consequential, incidental, special, punitive, or otherwise), specific performance (except as expressly excepted below), declaratory judgment (except as expressly excepted below), or any other form of relief other than purely equitable or injunctive relief necessary to prevent immediate and irreparable harm (an “Excepted Equitable Action”), the party desiring to initiate such proceeding (the “Initiating Party”) shall be strictly and mandatorily required to participate in, and shall cause at least one individual possessing full, unconditional, and irrevocable decision-making authority on behalf of the Initiating Party (including the authority to bind the Initiating Party to a final settlement or resolution without further internal or external approval) to personally attend, a good-faith, direct, face-to-face or, if mutually agreed in writing by the parties, virtual pre-litigation dispute resolution conference (the “Mandatory Settlement Conference”) at a mutually agreeable date, time, and physical location within the Commonwealth of Virginia (or by secure videoconference platform if so agreed), which Mandatory Settlement Conference shall also be attended by at least one similarly fully authorized representative of the Regional Jail and such additional individuals as either party may reasonably deem necessary or appropriate for meaningful discussion; the sole and exclusive purpose of the Mandatory Settlement Conference shall be to engage in candid, direct, bona fide, and good-faith negotiations in a genuine effort to resolve the Dispute amicably and without resort to litigation; the Initiating Party shall provide written notice of its intent to invoke the Mandatory Settlement Conference to the Regional Jail (addressed to the Superintendent or such other officer or representative as may be designated in writing for receipt of such notices) at least ten (10) business days prior to the proposed date of the conference, accompanied by a reasonably detailed written summary of the nature of the Dispute, the principal factual and legal positions asserted, and the specific relief sought; the parties shall thereafter cooperate diligently and in good faith to schedule and conduct the Mandatory Settlement Conference within a reasonable timeframe (not to exceed thirty (30) calendar days from the date of such notice absent mutual written agreement to extend); and only after the Mandatory Settlement Conference has been fully conducted (or, if the other party unreasonably refuses to participate after documented good-faith efforts to schedule, after reasonable documentation of such refusal) may the Initiating Party lawfully file or commence any proceeding seeking non-Excepted relief in either the Williamsburg Circuit Court or the Richmond Federal Court; provided further that the foregoing Mandatory Settlement Conference requirement shall not apply to, and shall be deemed automatically waived with respect to, any Excepted Equitable Action in which a party seeks temporary restraining orders, preliminary injunctions, permanent injunctions, specific performance to compel clear and unambiguous contractual performance, or other equitable relief where delay would result in immediate and irreparable injury, loss, or damage, so long as the party seeking such relief promptly notifies the other party in writing of the filing and the basis therefor concurrently with or immediately following commencement thereof. All provisions, covenants, conditions, waivers, consents, and procedural mandates set forth in this section shall survive indefinitely the termination, expiration, cancellation, rescission, rejection, non-award, completion, or any other

cessation of the Solicitation, any resulting Contract, or the procurement process for any reason whatsoever, shall remain fully binding upon the parties, their respective successors, assigns, heirs, executors, administrators, trustees, receivers, and any other persons or entities claiming by, through, under, or in succession to them, and shall be construed broadly, liberally, and in a manner most favorable to the Regional Jail so as to give maximum effect to the public policy objectives of the Commonwealth of Virginia, including the promotion of amicable resolution of disputes, conservation of scarce judicial resources, and the orderly, efficient, and transparent administration of public procurement involving regional jail authorities and critical correctional functions.

5.7 **ASSIGNMENT OF CONTRACT:** The Contractor hereby covenants, represents, warrants, and irrevocably agrees that neither this Contract in its entirety nor any portion, right, title, interest, benefit, privilege, duty, obligation, liability, power, or other incident or attribute whatsoever arising out of, under, in connection with, by reason of, or by virtue of this Contract (whether presently subsisting or hereafter arising, whether vested, contingent, direct, indirect, primary, secondary, or otherwise) shall be assigned, transferred, conveyed, delegated, novated, subcontracted in such manner as to constitute an effective assignment of the Contract itself, hypothecated, pledged, encumbered, sold, alienated, gifted, exchanged, or otherwise disposed of, whether voluntarily or involuntarily, by operation of law, by merger, consolidation, reorganization, dissolution, change of control (including but not limited to any transaction resulting in a change in majority ownership, voting control, or management authority), succession, bankruptcy, receivership, attachment, levy, or in any other manner or fashion whatsoever (collectively, "Assignment"), in whole or in part, by the Contractor or by any successor, assignee, transferee, heir, executor, administrator, trustee, or other party claiming by, through, under, or in succession to the Contractor, without the prior express, specific, unconditional, and unequivocal written consent thereto first having been obtained from the Superintendent of the Virginia Peninsula Regional Jail (hereinafter the "Superintendent"), which consent may be granted, conditionally granted, withheld, or delayed in the Superintendent's sole, absolute, unfettered, non-reviewable, and entirely discretionary judgment, exercisable at any time and from time to time without any obligation whatsoever to provide reasons, justifications, explanations, or rationales therefor, and any purported Assignment attempted or effected in the absence of such prior written consent shall be deemed null, void, invalid, of no force or legal effect ab initio, and shall ipso facto constitute a material default and breach of this Contract entitling the Virginia Peninsula Regional Jail (hereinafter the "Jail" or the "Public Body") to exercise immediately and cumulatively all rights, powers, privileges, and remedies available under this Contract, at common law, in equity, under the Virginia Public Procurement Act (Title 2.2, Chapter 43 of the Code of Virginia, as amended), or otherwise, including without limitation termination for cause without opportunity to cure, immediate suspension or withholding of payments, recovery of damages (including consequential, incidental, and special damages), injunctive relief, specific performance, declaratory judgment, rescission, and/or any other relief deemed appropriate by the Jail, all without prejudice to any other rights or remedies; this non-assignability covenant is expressly designed to give full force and effect to the public policy objectives, principles, and statutory mandates of the Commonwealth of Virginia, including but not limited to those set forth in the Virginia Public Procurement Act and related provisions governing regional jail authorities, joint correctional facilities, and public contracts involving public funds, correctional operations, security, inmate management, and other sensitive governmental functions, whereby the Jail's ability to maintain strict control over the identity, qualifications,

responsibility, financial stability, performance history, and integrity of the party performing contractual obligations is deemed essential to protect the public interest, ensure accountability, promote transparency, and safeguard the continuity and reliability of critical public services; furthermore, the Jail expressly reserves unto itself, in its sole and absolute discretion and without limitation, the unqualified, irrevocable, perpetual, and unilateral right to amend, modify, revise, supplement, restate, delete, or otherwise alter this non-assignability provision (or any related provision) at any time and from time to time on a purely prospective basis—that is, solely with respect to any proposed or attempted Assignment occurring or sought after the effective date of such amendment or modification—by delivering written notice of such change to the Contractor by any commercially reasonable means, including but not limited to electronic mail, certified or registered mail, hand delivery, facsimile, posting on a designated procurement portal, or inclusion in subsequent contractual documents, addenda, change orders, notices to proceed, or other communications, whereupon such amended provision shall immediately become binding upon the Contractor, its successors, and any purported assignees without the necessity of mutual execution, additional consideration, or further agreement, it being the express intent and understanding of the parties, acknowledged and accepted by the Contractor upon execution hereof, that the Jail's retention of this unilateral prospective amendment authority constitutes an essential, material, and non-severable term and condition of this Contract reflective of its status as a public body subject to evolving statutory, regulatory, operational, security, budgetary, and policy considerations under Virginia law; this provision shall survive indefinitely the termination, expiration, cancellation, rescission, rejection, non-renewal, or any other cessation of this Contract for any reason whatsoever, shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns (subject always to the foregoing consent requirement), and shall be construed broadly, liberally, and in favor of the Jail so as to maximize the effectuation of the clear intent that no Assignment shall occur absent the Superintendent's prior express written approval.

- 5.8 **AUDIT:** Contractor hereby irrevocably covenants, represents, and agrees that it shall maintain, preserve, safeguard, and retain, in a complete, accurate, and readily retrievable condition, all books, accounts, ledgers, records, memoranda, correspondence, data, reports, working papers, electronic files, and any other documents or materials of any kind or nature whatsoever, whether maintained in paper, electronic, digital, or other form, that relate directly or indirectly to the performance of this Contract, for a period extending through the earlier of (i) five (5) years following the date of final payment made by the Virginia Peninsula Regional Jail under this Contract, or (ii) the completion of any audit, review, examination, or investigation conducted by or on behalf of the Virginia Peninsula Regional Jail, and during such retention period the Virginia Peninsula Regional Jail, and any officer, employee, agent, auditor, consultant, or other authorized representative acting on its behalf, shall have the unrestricted, unconditional, and continuing right, upon reasonable notice or, where deemed necessary by the Regional Jail, without notice, to access, inspect, examine, audit, copy, reproduce, and otherwise review any and all such books, records, or materials at any location where they are maintained, without interference, limitation, or charge. The Contractor further agrees, as a material and non-delegable obligation, to incorporate provisions materially identical to those set forth herein into every subcontract, purchase order, supplier agreement, or other contractual arrangement entered into in connection with this Contract, regardless of tier, so that the record retention and access rights of the Virginia Peninsula Regional Jail shall be fully binding upon, enforceable against, and acknowledged by each subcontractor, vendor, or

other third party, and the Contractor shall remain fully responsible and liable for any failure of such entities to comply with said obligations. The Virginia Peninsula Regional Jail expressly reserves the unilateral right, exercisable in its sole discretion, to modify, amend, supplement, or otherwise revise this provision on a prospective basis at any time, and any such modification shall be deemed automatically effective and incorporated into this Contract without the necessity of further action, consideration, or consent by the Contractor.

5.9 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Regional Jail shall be bound hereunder only to the extent of lawfully appropriated funds.

5.10 **BID PRICE CURRENCY:** Unless stated otherwise in this solicitation, Offerors shall state offer prices in US dollars.

5.11 **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 Regional Jail policies, regulations and procedures adopted pursuant thereto.

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

5.13 **CONTRACTOR'S PERFORMANCE:**

- A. The Contractor agrees and covenants that its agents and employees shall comply with all Regional 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 Regional Jail officials in performing the Contract work so that interference with normal operations will be held to a minimum.

5.14 **DEBARMENT STATUS:** By submitting their proposals, Offerors certify that they are not currently debarred by the Regional 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 Regional 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 Regional Jail may have.

5.16 **DRUG-FREE WORKPLACE**: During the full term, duration, and scope of performance of this Contract, including all preparatory, ongoing, supervisory, incidental, remedial, warranty, and post-completion activities undertaken, performed, supervised, or otherwise executed by the Contractor in connection with, pursuant to, in furtherance of, or for the purpose of satisfying any obligation, deliverable, service, supply, installation, maintenance, repair, construction, or other requirement arising under or related to this Agreement (collectively, the “Contract Performance”), the Contractor hereby irrevocably, unconditionally, and continuously covenants, undertakes, warrants, represents, certifies, and agrees, on its own behalf and on behalf of all its principals, officers, directors, members, partners, employees, agents, representatives, affiliates, successors, assigns, and any other persons or entities acting for, by, through, under, or in concert with the Contractor (collectively, the “Contractor Personnel”), to strictly, fully, and continuously comply with each and every one of the following mandatory, material, non-waivable, essential, and perpetual drug-free workplace obligations, which are imposed as fundamental conditions precedent and subsequent to the formation, validity, enforceability, continuation, and effectiveness of this Contract and are intended to be construed in maximum harmony with and to the fullest extent required or permitted by the laws of the Commonwealth of Virginia, including without limitation the Virginia Drug-Free Workplace Act (Va. Code § 2.2-4312 et seq.), as amended from time to time, the federal Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101–8106), applicable provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.), any regulations, policies, guidelines, executive orders, or judicial interpretations promulgated or issued thereunder, and any other federal, state, or local authority governing substance abuse prevention, workplace safety, and public contracting involving correctional facilities, regional jail authorities, or public safety functions such as those administered by the Virginia Peninsula Regional Jail: (i) the Contractor shall establish, promulgate, implement, maintain in full force and effect, enforce, monitor, audit, and continuously sustain at every site, location, facility, office, project premises, vehicle, or other place (whether owned, leased, controlled, occupied, or utilized by the Contractor or any subcontractor or vendor) where any portion of the Contract Performance is or may be carried out, executed, supervised, inspected, stored, staged, or otherwise performed (each a “Workplace Site”) a comprehensive, effective, bona fide, and actively enforced drug-free workplace program, policy, and environment, pursuant to which all Contractor Personnel assigned to, engaged in, present at, or otherwise performing or preparing to perform any work, task, duty, or activity in any way connected with this Contract are categorically, unequivocally, and at all times prohibited from engaging in, participating in, facilitating, aiding, abetting, or being involved in any manner in the unlawful manufacture, production, cultivation, processing, compounding, distribution, dispensation, sale, transfer, delivery, acquisition, possession, storage, transportation, use, consumption, ingestion, inhalation, injection, administration, or any other form of utilization, handling, or control (collectively, “Prohibited Drug-Related Activity”) of any controlled substance as defined in the federal Controlled Substances Act (21 U.S.C. § 802 et seq.), as amended, or any schedule of controlled substances established thereunder, or marijuana (irrespective of whether such marijuana would be deemed lawful under any state or local law for medical, therapeutic, recreational, or other purposes), at any time during which such Contractor Personnel is on duty, present at a Workplace Site, performing or in the course of performing any Contract-related work, or otherwise acting in any capacity connected with the Contract Performance; (ii) the Contractor shall conspicuously post, and shall cause to be continuously and prominently displayed and maintained in conspicuous, readily accessible, and clearly visible places at every Workplace Site, one or more clear, legible, unambiguous, and sufficiently detailed written

statements or notices (the “Drug-Free Workplace Notice”) expressly notifying and warning all Contractor Personnel, applicants for employment, prospective employees, temporary workers, independent contractors, visitors, and any other individuals who may enter, occupy, or be present at any Workplace Site that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is strictly prohibited in the Contractor’s workplace and in connection with the performance of this Contract, and further expressly specifying in reasonable detail the range of disciplinary, corrective, rehabilitative, administrative, contractual, civil, and/or criminal actions, sanctions, penalties, or consequences that will or may be imposed against any Contractor Personnel who violate such prohibition, which may include, without limitation, immediate suspension with or without pay, mandatory enrollment in and successful completion of substance abuse evaluation, counseling, treatment, or rehabilitation programs, mandatory random or for-cause drug and/or alcohol testing, demotion, reduction in compensation or benefits, termination of employment or engagement (with or without cause), forfeiture of any accrued benefits or incentives, referral to appropriate law enforcement or regulatory authorities for criminal prosecution, and/or any other adverse action deemed appropriate by the Contractor consistent with applicable law; (iii) in every solicitation, advertisement, job posting, recruitment notice, employment announcement, classified listing, online posting, or other communication or medium of whatsoever nature placed, published, disseminated, circulated, or caused to be disseminated by or on behalf of the Contractor for the purpose of seeking, recruiting, hiring, engaging, retaining, or otherwise obtaining employees, temporary workers, subcontractors, consultants, suppliers, or other personnel to perform any work, task, or service related in any way to this Contract, the Contractor shall expressly, prominently, and unequivocally state, declare, and certify that it maintains, enforces, and requires full compliance with a drug-free workplace policy, program, and environment as mandated by this Contract and applicable provisions of Virginia law; and (iv) the Contractor shall incorporate by full verbatim reference, without material modification, omission, or qualification, the entirety of the provisions, requirements, covenants, representations, warranties, certifications, undertakings, and obligations set forth in subparagraphs (i) through (iii) above (collectively, the “Drug-Free Workplace Provisions”) into every subcontract, purchase order, consulting agreement, supply agreement, service agreement, labor agreement, material agreement, or other contractual instrument or arrangement (each a “Lower-Tier Agreement”) entered into, executed, or otherwise formed by the Contractor with any subcontractor, vendor, supplier, consultant, material provider, labor broker, staffing agency, or other third party whose aggregate anticipated or actual value exceeds Ten Thousand Dollars (\$10,000.00) (exclusive of taxes, freight, or incidental charges) and which in any manner, directly or indirectly, relates to, supports, contributes to, or is necessary for the performance of this Contract, such that the Drug-Free Workplace Provisions shall be fully binding upon, enforceable against, and imposed as mandatory, non-waivable obligations upon each such subcontractor, vendor, or other third party (each a “Lower-Tier Party”) and upon all individuals performing work or providing services under such Lower-Tier Agreement, and the Contractor shall remain fully responsible and liable for ensuring, monitoring, verifying, documenting, and enforcing compliance therewith by all Lower-Tier Parties, it being expressly understood and agreed that any failure, violation, or noncompliance by any Lower-Tier Party with the Drug-Free Workplace Provisions shall constitute a material breach of this Contract by the Contractor for which the Contractor shall be jointly and severally liable; for all purposes of this Section 5.2 and the Drug-Free Workplace Provisions, the term “drug-free workplace” shall be expansively defined to encompass any and all sites, locations, premises, facilities, vehicles, equipment, storage areas, staging yards, or other places (whether owned, leased,

controlled, occupied, or utilized by the Contractor or any Lower-Tier Party) at which any portion of the Contract Performance is or may be carried out, executed, supervised, inspected, stored, staged, transported, or otherwise performed, and at which the employees, agents, representatives, or other personnel of the Contractor or any Lower-Tier Party are strictly prohibited, during the performance of any work related to this Contract, from engaging in any Prohibited Drug-Related Activity involving controlled substances or marijuana as defined herein; provided further that the Contractor's compliance with all obligations under this Section 5.2 shall be subject to audit, inspection, investigation, verification, testing, and enforcement by the Virginia Peninsula Regional Jail (the "Regional Jail") at any time and from time to time during the term of the Contract and thereafter as necessary to confirm ongoing or historical compliance, and any violation, breach, or failure to comply with any provision of this Section 5.2 shall constitute an immediate and material default and breach of this Contract entitling the Regional Jail to exercise, cumulatively and without prejudice, all rights and remedies available hereunder, at law, in equity, or under applicable statute, including but not limited to immediate termination for cause without opportunity to cure, suspension or withholding of payments, assessment of liquidated damages (if provided elsewhere herein), imposition of penalties, debarment or suspension from future procurements, referral to appropriate federal, state, or local law enforcement or regulatory authorities for investigation and prosecution, and/or any other relief deemed appropriate by the Regional Jail; this Section 5.2 shall survive indefinitely the termination, expiration, cancellation, rescission, completion, or any other cessation of this Contract for any reason whatsoever.

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:** Each and every Offeror, by the sole act of submitting, delivering, or otherwise transmitting a response, proposal, bid, qualification, or other submission in connection with this solicitation, and irrespective of whether such Offeror is ultimately selected for award, shortlisted, or rejected, hereby irrevocably acknowledges, covenants, represents, and agrees, as a material condition of responsiveness and continued eligibility, that upon written or electronic request by the Regional Jail, the Offeror shall, within a period not to exceed ten (10) consecutive calendar days from the date of such request, furnish, provide, and deliver to the Regional Jail, without cost, charge, reimbursement, or condition of any kind, a true, complete, and legible copy of its most recent audited financial statement or statements, together with the most recent audited financial statements of any parent entity, holding company, subsidiary, affiliate, or other entity that exercises, directly or indirectly, material ownership, managerial control, operational influence, or financial influence over the Offeror or over the goods and/or services that are proposed to be furnished, or are ultimately furnished, pursuant to any contract resulting from this solicitation, whether such influence arises by virtue of equity ownership, voting rights, contractual arrangement, shared management, common branding, financing arrangements, or otherwise. Such financial statement or statements

shall, as an express and non-waivable requirement, be accompanied by a written certification letter executed and signed by a duly authorized corporate officer, partner, member, or owner of the Offeror or applicable entity, as appropriate to the form of business organization, which certification shall affirm, represent, and warrant that the accompanying financial statement or statements are complete, accurate, and constitute the most recent audited financial statements available for such entity or entities as of the date of submission, and the failure to provide such certification shall render the submission non-compliant. All financial statements furnished pursuant to this section shall be provided to the Regional Jail at no cost and shall become the property of the Regional Jail for purposes of review, evaluation, audit, and record retention, and the Regional Jail shall have no obligation whatsoever, whether contractual, statutory, or otherwise, to return, destroy, or limit its retention of such financial statements. The Offeror selected for award, as a condition precedent to contract execution and as a continuing obligation throughout the term of the resulting contract, shall incorporate provisions materially identical to this section into each and every subcontract, supplier agreement, affiliate agreement, or other contractual arrangement with any third party or related entity providing goods, services, equipment, labor, or support of any kind in connection with the Regional Jail contract, so as to fully preserve, protect, and guarantee the Regional Jail's independent and unfettered right to obtain audited financial statements from such entities upon request; and in the event the Contractor fails, refuses, or neglects to ensure the enforceability of the Regional Jail's rights under this section with respect to any such subcontractor or related entity, the Contractor shall be solely and fully liable to the Regional Jail for any and all reasonable costs, fees, expenses, and disbursements incurred by the Regional Jail in obtaining financial statements that would otherwise have been available pursuant to the provisions of this section, including, without limitation, administrative costs, professional fees, and legal expenses, all of which shall be recoverable as damages without the necessity of proving actual financial harm.

5.19 **FORCE MAJEURE**: Each party to this Agreement (hereinafter individually and collectively referred to as the "Affected Party") shall be excused, relieved, suspended, and wholly or partially absolved from any liability, penalty, default, breach, delay, nonperformance, partial performance, or failure to timely perform, observe, discharge, fulfill, execute, or otherwise satisfy any covenant, condition, obligation, duty, responsibility, undertaking, commitment, warranty, representation, or other contractual requirement or stipulation imposed upon it under the express or implied terms, provisions, schedules, specifications, exhibits, attachments, or other components of this Agreement (collectively, the "Affected Obligation"), but solely to the extent and for the precise duration that such Affected Party is actually, directly, proximately, and materially prevented, hindered, delayed, impeded, obstructed, frustrated, or otherwise rendered wholly or partially incapable of performing such Affected Obligation by reason of, on account of, arising out of, or as a direct or proximate consequence of the occurrence, existence, continuation, or operation of any one or more of the following events or circumstances, or any combination thereof (each individually and collectively constituting a "Force Majeure Event"): strikes, lockouts, slowdowns, walkouts, work stoppages, labor disputes, picketing, boycotts, or other concerted interruptions, disruptions, or cessations of labor whether involving the employees, agents, subcontractors, suppliers, or other personnel of the Affected Party or any third party whose performance is necessary for the Affected Party's performance hereunder; riots, civil commotions, insurrections, rebellions, revolutions, uprisings, public disorders, mob violence, looting, or other acts of civil unrest or disorder; fires, conflagrations, explosions, conflagratory incidents, or other incendiary occurrences; floods, inundations, deluges, tsunamis, tidal waves, storm surges,

or other extraordinary or cataclysmic manifestations of water; earthquakes, seismic disturbances, tremors, aftershocks, volcanic eruptions, landslides, mudslides, rockslides, sinkholes, or other geophysical or geotechnical phenomena; hurricanes, typhoons, cyclones, tornados, severe windstorms, derechos, lightning strikes, hailstorms, blizzards, ice storms, extreme heat waves, polar vortex events, or other extreme, unusual, or unprecedeted meteorological or atmospheric conditions; acts of war (whether formally declared or undeclared), hostilities, armed conflicts, invasions, military operations, bombardments, blockades, sieges, guerrilla warfare, or other belligerent or martial activities; sabotage, terrorism (including but not limited to biological, chemical, radiological, nuclear, cyber, or other forms of terrorism), vandalism, arson, malicious mischief, or other willful, intentional, or criminal acts of destruction or interference; accidents of any nature or description whatsoever not attributable to the negligence, gross negligence, willful misconduct, or intentional act or omission of the Affected Party or any person or entity acting for, by, through, or under the Affected Party; any order, decree, injunction, judgment, ruling, directive, mandate, proclamation, embargo, quarantine, curfew, or other compulsory command, restriction, prohibition, or requirement issued or imposed by any court of competent jurisdiction, administrative agency, regulatory authority, governmental body (federal, state, regional, or local), or other tribunal or official having lawful jurisdiction over the Affected Party or the subject matter hereof; acts of God as that term is traditionally understood, interpreted, and applied under the common law of the Commonwealth of Virginia and prevailing judicial precedent; epidemics, pandemics, outbreaks, public health emergencies, or other widespread health crises declared or recognized by competent governmental or public health authorities; or any other cause, event, occurrence, circumstance, or condition of whatsoever kind or nature that is (i) specific and identifiable in character, (ii) not within the reasonable contemplation, foresight, or control of the Affected Party at the time of execution of this Agreement, (iii) not the result of, caused by, contributed to, or aggravated by the neglect, fault, nonfeasance, misfeasance, malfeasance, negligence, gross negligence, willful misconduct, intentional act or omission, or breach of contract by the Affected Party or any person or entity for whom the Affected Party is legally responsible, and (iv) of such nature, magnitude, severity, or duration as to render the performance of the Affected Obligation commercially impracticable, factually impossible, or unreasonably burdensome during the period of its existence or operation; provided, however, that in the event any such Force Majeure Event shall occur and shall actually and materially prevent or impair performance as aforesaid, then and only then shall (a) the Affected Party be relieved from any liability or responsibility for any resulting delay, nonperformance, partial performance, or failure to perform the Affected Obligation to the extent and only for so long as the Force Majeure Event directly and proximately continues to cause such inability; (b) the time for performance of the Affected Obligation be automatically suspended, extended, and postponed for a period equal to the duration of the Force Majeure Event plus any commercially reasonable additional time thereafter required to remediate, recover from, or mitigate the lingering effects thereof and to resume and complete performance in accordance with the Agreement; and (c) the Affected Party be under no duty or obligation to incur extraordinary, unreasonable, or disproportionate costs, to procure substitute performance from third-party sources at premium or escalated prices, or to undertake any other extraordinary or commercially unreasonable measures to overcome, bypass, or mitigate the effects of the Force Majeure Event unless expressly required by other provisions of this Agreement; and provided further that the sole, exclusive, final, binding, and non-appealable determination of (i) whether any event or circumstance constitutes a Force Majeure Event within the meaning and intent of this Section 5.1, (ii) whether such event or circumstance has actually and materially prevented, hindered, or delayed

performance, (iii) the precise extent to which performance is excused or suspended, (iv) the appropriate duration of any suspension or extension of time, and (v) any and all related questions of fact, application, or interpretation arising hereunder shall rest exclusively, irrevocably, and conclusively with the Virginia Peninsula Regional Jail (hereinafter the "Regional Jail"), acting through its Superintendent or such other authorized representative as the Regional Jail may designate in writing, whose decision shall be final, conclusive, and not subject to challenge, review, arbitration, litigation, or other dispute resolution process except to the extent that a court of competent jurisdiction in the Commonwealth of Virginia determines that such decision was made in bad faith, constituted a clear abuse of discretion, or was wholly arbitrary and capricious, it being the express intent of the parties that the Regional Jail's authority in this regard serve as an essential safeguard consistent with its status as a public body charged with protecting public funds, correctional operations, security, and the public interest under the laws of the Commonwealth of Virginia.

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 AND MISC:** Notwithstanding any other provision, covenant, representation, warranty, understanding, agreement, communication, or course of dealing, whether written, oral, express, implied, conditional, absolute, contingent, or otherwise, whether contained in this Agreement, any attachments, exhibits, schedules, addenda, amendments, memoranda, correspondence, bid submissions, proposals, responses to requests for information, invitations to bid, requests for proposals, or any other document, instrument, or communication associated directly or indirectly with the Procurement Process (collectively, "Related Documents"), the Contractor, by virtue of, in consideration of, and as a condition precedent to its submission of a bid, proposal, offer, or other response to this solicitation or any subsequent solicitation, whether currently known or unknown, anticipated or unanticipated, and whether such bid, proposal, or offer results in the execution of this Agreement or any other agreement, contract, or understanding (hereinafter collectively referred to as the "Agreement"), does hereby unconditionally, irrevocably, and without limitation covenant, warrant, represent, and agree, for itself and for all of its officers, directors, partners, principals, employees, subcontractors, agents, representatives, successors, assigns, affiliates, consultants, independent contractors, or any other person or entity acting on its behalf or under its control (collectively, "Contractor Representatives"), that under no circumstances shall any Contractor Representative, whether during the term of this Agreement or at any time thereafter, be subject to, bound by, restricted by, or otherwise constrained in any way by any covenant not to compete, restrictive covenant, non-compete agreement, post-employment restriction, or any similar limitation, agreement, or restriction, whether arising under contract, common law, statute, regulation, policy, custom, course of dealing, usage of trade, or otherwise, that would impede, hinder, restrict, or in any manner limit such Contractor Representative's right to engage in any lawful occupation, business, employment, practice, trade, profession, or other lawful commercial or professional activity of any nature, whether within the Commonwealth of Virginia, elsewhere in the United States, or in any foreign jurisdiction; and further, the Contractor hereby, as an independent, primary, and separate covenant, assumes the unqualified, unconditional, and continuing obligation to indemnify, defend, and hold harmless the Regional Jail, its elected, appointed, or otherwise designated

officers, directors, officials, agents, employees, representatives, successors, assigns, and any other person or entity acting on behalf of the Regional Jail, as well as all Contractor Representatives who interact with or perform services for the Regional Jail in any capacity, from and against any and all claims, demands, suits, actions, causes of action, liabilities, judgments, damages, losses, costs, obligations, fees, expenses, or disbursements of any nature or description whatsoever, whether known or unknown, direct or indirect, consequential, incidental, special, exemplary, punitive, compensatory, liquidated, unliquidated, foreseeable, unforeseeable, absolute, contingent, fixed, or contingent, including, without limitation, all reasonable attorneys' fees, paralegal fees, court costs, filing fees, service fees, mediation fees, arbitration fees, expert witness fees, consultant fees, and any other reasonable cost, expense, or obligation incurred in connection therewith, arising from, relating to, or in any way connected with the provision, performance, delivery, installation, operation, use, maintenance, support, or deployment of any and all materials, goods, equipment, tangible items, intangible items, software, hardware, services, deliverables, work product, or other items, services, or obligations of any kind or nature provided, furnished, or otherwise supplied by the Contractor or Contractor Representatives in connection with this Agreement, or arising from any act, omission, error, defect, failure, misrepresentation, warranty, or negligent performance thereof, except to the extent that such claim, loss, liability, cost, expense, or obligation results solely and directly from the gross negligence, willful misconduct, or intentional wrongdoing of the Regional Jail, or from the Regional Jail's failure to utilize such materials, goods, equipment, software, hardware, or services precisely, explicitly, permanently, unequivocally, and unambiguously as disclosed, described, documented, represented, warranted, labeled, instructed, or otherwise indicated by the Contractor at the time of delivery, installation, or performance, for the entire term of this Agreement, including all periods of renewal, extension, or amendment, and it is further expressly acknowledged, agreed, and understood that the Regional Jail shall have no obligation whatsoever, whether under contract, equity, common law, statute, regulation, policy, custom, course of dealing, usage of trade, or otherwise, to provide any form of indemnity, hold harmless, defense, reimbursement, or contribution to the Contractor, Contractor Representatives, or any third party in respect of any claim, loss, liability, obligation, cost, or expense arising directly or indirectly from, in connection with, or relating in any manner whatsoever to this Agreement, the acts, omissions, negligence, errors, defects, misrepresentations, or failures of the Contractor or Contractor Representatives, or the performance, provision, or use of any materials, goods, equipment, services, or deliverables of any nature, all of which obligations and disclaimers are intended to survive, endure, and remain in full force and effect notwithstanding any expiration, termination, rescission, completion, or purported satisfaction of this Agreement or any Related Document, and notwithstanding any subsequent modification, amendment, waiver, or change in law, regulation, rule, administrative requirement, or practice, whether by the Commonwealth of Virginia, the United States of America, or any other governmental, quasi-governmental, or administrative body or tribunal, all of which are hereby expressly waived, disclaimed, rejected, and subordinated to the obligations, covenants, representations, and warranties herein, and this paragraph shall be deemed an independent, primary, and severable covenant and obligation enforceable in its own right, such that the invalidity, unenforceability, or failure of any other provision of this Agreement, or of any Related Document, shall not in any manner affect, impair, limit, or reduce the enforceability or effect of the provisions contained herein.

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 Regional 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 Regional Jail .

5.24 **MANDATORY USE OF REGIONAL JAIL FORM AND TERMS AND CONDITIONS:** Failure to submit a proposal on the official Regional 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 Regional 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. Unless otherwise specified, any notice to the Regional Jail shall be given to Virginia Peninsula Regional Jail 9320 Merrimac Trail Williamsburg, VA 23185.

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 Regional 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 Regional Jail of its prompt payment obligations with respect to those charges which are not

in dispute (*Code of Virginia*, § 2.2- 4363).

B. To Subcontractors:

1. 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 Regional Jail for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Regional 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 Regional 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 Regional Jail.

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

5.27 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 REGIONAL 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.

5.28 QUALIFICATIONS OF OFFERORS: The 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 Regional Jail all such information and data for this purpose as may be requested. The Regional Jail reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Regional Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Regional 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. Virginia Peninsula Regional Jail reserves the right to change or amend this provision at any time on a prospective basis.

5.29 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 Regional Jail from any cost, expense, damage or loss incurred in any manner by the Regional Jail on account of such alleged infringement.

5.30 **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.

5.31 **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 Regional 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.

5.32 **TAXES**: The Regional 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 Regional 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 Regional Jail and the Contractor, as the taxes shall be an obligation of the Contractor and not of the Regional Jail , and the Regional Jail shall be held harmless for same by the Contractor. Exemption certification will be supplied upon request.

5.33 **TERMINATION FOR CONVENIENCE**: Unless otherwise stated, any resultant contract may be terminated, in whole or in part, whenever the Regional 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 Contractor will not be paid for anything upon termination.

5.34 **TESTING AND INSPECTION**: The Regional 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 **FINANCIAL PENALTIES MANDATORY RESPONSE; LIQUIDATED DAMAGES:**  
In the event the Virginia Peninsula Regional Jail (VPRJ) issues an invoice, notice of violation, or written determination of non-compliance under this Agreement, the Contractor shall be required to provide a formal written response within seventy-two (72) hours of receipt. Such response shall expressly state whether the Contractor accepts the validity of the invoice or violation, or disputes the same, and shall include any supporting documentation or justification for the Contractor's position. Time is of the essence with respect to the Contractor's response obligations under this Section. Failure to submit a written response within the seventy-two (72) hour period shall constitute a material breach of this Agreement. In the event of such failure, VPRJ may assess liquidated damages in the amount of one hundred dollars (\$100.00) per hour for each hour, or portion thereof, that the Contractor fails to respond beyond the initial seventy-two (72) hour period. The Contractor expressly acknowledges and agrees that such liquidated damages are reasonable, represent a fair estimate of the administrative costs, operational disruption, and compliance risks incurred by VPRJ, and are not a penalty. Liquidated damages assessed pursuant to this Section shall accrue continuously until a written response is received by VPRJ and shall be immediately due and payable. VPRJ reserves the right to deduct such amounts from any payments otherwise due to the Contractor or to invoice the Contractor separately. The assessment of liquidated damages under this Section shall be cumulative and shall not limit or waive any other rights, remedies, or enforcement actions available to VPRJ under this Agreement, including, but not limited to, contract termination for cause, suspension of services, or pursuit of all available remedies at law or in equity.

**CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor hereby provides an unequivocal and continuing assurance that all information, data, records, materials, or other particulars of any nature whatsoever obtained, acquired, or generated in connection with this Agreement pertaining to personal facts, circumstances, or identifiers relating to inmates or other individuals under the custody or oversight of the Regional Jail shall be collected, maintained, stored, processed, and handled with the strictest confidentiality both throughout the term of this Agreement and indefinitely thereafter; that such information shall not be divulged, disclosed, disseminated, or otherwise made accessible to any third party without the prior express written consent of the affected individual(s) and the Regional Jail, and then only in full compliance with applicable federal law and the Code of Virginia; that any Contractor utilizing, accessing, storing, or otherwise handling personally identifiable information (PII) in performance of this Contract shall implement and maintain appropriate administrative, technical, and physical safeguards to protect such PII, shall immediately notify the Regional Jail in writing (within no more than twenty-four (24) hours of discovery) of any actual, suspected, or potential breach or security incident involving such information, shall permit and facilitate the Regional Jail's full

participation in any investigation thereof, and shall abide by the Regional Jail's determinations regarding external reporting or notifications; that the Contractor and its personnel may be required to execute individual confidentiality statements; that all findings, memoranda, correspondence, documents, records, outputs, or other materials of any form or medium (collectively, "Records") generated by the Contractor or its subcontractors as a result of services requested under this Contract shall be deemed strictly confidential and shall not be released, disclosed, or made available to any person or entity except the Superintendent or authorized designee, with all inquiries regarding such Records to be immediately referred to the Superintendent or designee for response; that upon request the Contractor shall deliver all Records (including hard copies of electronic materials) to the Regional Jail and/or permanently destroy specified electronic records using secure, irreversible methods; that attendance at the Mandatory Prebid meeting for this RFP shall constitute the automatic, irrevocable agreement by any attending contractor that the provisions of this section shall apply fully and without restriction notwithstanding any prior agreements between such contractor and its employees or agents; that the provisions of this section shall be incorporated verbatim into all subcontracts or third-party agreements related to this Contract; and that these confidentiality and related obligations shall survive indefinitely, remaining fully binding notwithstanding any termination, expiration, cancellation, non-award, or non-response with respect to this Contract or RFP.

### 6.3

#### CONTINUITY OF SERVICES:

- A. The Contractor recognizes that the services under this contract are vital to the Regional Jail and must be continued without interruption and that, upon contract expiration, a successor, either the Regional 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 Regional 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 Regional 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 Regional 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 Regional Jail's approval.
- C. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Regional Jail in writing prior to commencement of said work.

6.4 **IDENTIFICATION OF PROPOSAL ENVELOPE:** If not submitted electronically, 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# 1	
Street or Box Number			
_____			
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 Regional Jail , as will protect itself and the Regional 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 Regional Jail. Virginia Peninsula Regional 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 Regional 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 Regional 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 Regional Jail will be granted only after submission to the Regional Jail Purchasing Office of original, signed certificates of insurance or, alternately, at the Regional 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: Virginia Peninsula Regional Jail Authority.
- E. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the Regional Jail. The Contractor shall be as fully responsible to the Regional 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 Regional 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.

<b>Coverage(s) Required</b>	<b>Required Limit</b>	<b>Description</b>
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

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

- 6.6 **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.
- 6.7 **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. Virginia Peninsula Regional Jail reserves the right to change or amend this provision at any time on a prospective basis.
- 6.8 **INITIAL TERMS AND RENEWAL OF CONTRACT:** The initial term of this contract is for three (3) years. 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.
- 6.9 **WEEKLY REPORTING BY THE CONTRACTOR:** On each and every Friday occurring during the term of the Agreement, within the narrowly prescribed reporting window commencing at 4:00 p.m. and concluding at 5:00 p.m., local time at the Facility, the Contractor shall have the affirmative, non-delegable, and continuing obligation to generate, compile, certify, and transmit to the Superintendent, or such individual as the

Superintendent may designate from time to time, a written report, in a format acceptable to the Superintendent in his or her sole discretion, setting forth, without limitation, a complete and accurate accounting of (i) all service tickets, work orders, incidents, requests, or other submissions of any nature whatsoever initiated, opened, logged, or otherwise recorded during the immediately preceding five (5) calendar days, regardless of disposition or status, (ii) the then-current quantity and condition of all spare or replacement inmate tablets maintained on-site or otherwise allocated to the Facility, and (iii) the total number of hours worked by the Contractor's technician or technicians during the applicable weekly period as reflected by the on-site time-clock or other Jail-approved timekeeping mechanism; provided, however, that in the event such report is not received in its entirety, in proper form, and within the specified reporting window, such failure, omission, delay, or partial submission shall constitute a material non-compliance event giving rise to the automatic assessment of liquidated damages in the amount of One Hundred Dollars (\$100.00) per hour, or any portion thereof, commencing at 5:01 p.m. on such Friday and continuing uninterrupted until such time as the Superintendent confirms receipt of a fully compliant report, which liquidated damages the parties agree represent a reasonable estimate of administrative burden and are not a penalty, and which shall accrue without the necessity of notice, demand, opportunity to cure, or demonstration of actual harm.

6.10 **SECURITY/JAIL RULES:** In recognition of, and in deference to, the paramount and non-delegable obligation of the Virginia Peninsula Regional Jail ("Jail") to ensure the safety, security, order, and operational integrity of its facility, inmates, staff, visitors, contractors, and the public at large, the Superintendent of the Jail, or such individual or individuals as may be expressly designated by the Superintendent from time to time (the "Designee"), shall retain, reserve, and exercise the unrestricted, unilateral, and continuing right, but not the obligation, to observe, monitor, oversee, and otherwise inspect the Contractor's operations, activities, personnel conduct, and performance, as well as to enter, access, and inspect any and all areas of the Jail to which the Contractor or its employees, agents, subcontractors, or representatives (collectively, "Contractor Personnel") are assigned, permitted, or otherwise allowed to perform work, whether such observation or inspection is announced or unannounced, scheduled or unscheduled, routine or extraordinary, and whether conducted for purposes of security, compliance, investigation, audit, or any other reason deemed appropriate by the Superintendent or Designee in the exercise of their sole and absolute discretion. The Contractor hereby expressly acknowledges, agrees, and covenants that it shall, and shall cause all Contractor Personnel to, fully comply with, adhere to, and be bound by all rules, regulations, policies, procedures, post orders, general orders, operational directives, security protocols, and administrative requirements of the Jail, whether written or oral, existing as of the effective date of the Contract or promulgated, amended, supplemented, or rescinded thereafter, as well as any and all instructions, commands, or directives issued by the Superintendent or Designee relating in any manner whatsoever to the Contractor's performance, conduct, or presence within the Jail, all of which shall be deemed incorporated by reference into the Contract as if fully set forth therein. The Contractor further agrees, as a continuing obligation, to provide to the Jail, upon request and in a form acceptable to the Jail, the full legal names and any other identifying information required by the Jail for all Contractor Personnel assigned to perform services at or within the Jail, for the express purpose of conducting criminal history background checks, and the Contractor expressly consents, on behalf of itself and Contractor Personnel, to such checks, screenings, and verifications as the Jail may deem necessary or appropriate; moreover, the Jail reserves the right, upon a showing of probable cause or other legally sufficient basis as determined by the Superintendent or Designee, to

conduct searches of Contractor Personnel and their personal effects while on Jail property, and Contractor Personnel shall be deemed to have consented to such searches as a condition of access to the Jail. All Contractor Personnel shall strictly comply with the Jail's written and unwritten security policies and procedures at all times, and the Contractor shall be solely responsible for ensuring that Contractor Personnel are fully trained, informed, and continuously reminded of such requirements, including, without limitation, the Jail's contraband policies, which the Contractor shall review in detail with Contractor Personnel to ensure full understanding of prohibited items, materials, substances, and devices; any unusual, suspicious, or irregular occurrences, incidents, breaches, or security concerns of any kind shall be reported immediately by Contractor Personnel to the Superintendent or Designee without delay, qualification, or discretion on the part of the Contractor. The Contractor shall further have an affirmative, ongoing duty to immediately disclose to the Superintendent or Designee the existence of any outstanding felony or misdemeanor warrants, charges, or other disqualifying criminal matters relating to any Contractor Personnel, whether discovered prior to assignment or arising during the term of the Contract. The Contractor and the Jail each agree to maintain and enforce a drug-free workplace consistent with applicable federal and state law, and compliance with such policies shall be a material condition of access to and continued presence within the Jail. The Superintendent or Designee shall retain the sole, exclusive, and unreviewable discretion to deny, suspend, revoke, or terminate access to the Jail for any individual, including any Contractor Personnel, at any time and for any reason or no reason, without liability to the Jail and without entitlement to appeal, review, or compensation. In addition, as a mandatory condition of responsiveness to this RFP, each Offeror shall, contemporaneously with the submission of its proposal, provide the Regional Jail with comprehensive criminal background checks covering a minimum look-back period of ten (10) years for the following corporate positions, if held at the time of release of this RFP: Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Chief Human Resources Officer, and all Executive Vice Presidents across the Offeror's organization, and failure to submit such background checks in a manner acceptable to the Jail shall result in immediate and automatic disqualification of the Offeror without further consideration; finally, the Virginia Peninsula Regional Jail expressly reserves the unilateral right to modify, amend, supplement, clarify, or rescind this section, in whole or in part, at any time prior to or after contract award, without notice and without creating any obligation or liability to any Offeror or Contractor.

- 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 **SERVICE CONTINUITY AND FAILURE RESOLUTIONS:** For purposes of interpretation, administration, enforcement, and performance of this Contract, the term "Contractor-Provided Service" shall be deemed to mean, include, and encompass any and all systems, platforms, applications, equipment, devices, infrastructure, hardware, software, firmware, networks, interfaces, peripherals, or other technological or operational solutions of any kind or nature whatsoever that are furnished, supplied, installed, operated, maintained, supported, monitored, or otherwise made available to the Jail by the Contractor pursuant to, arising out of, or in connection with the scope of this Contract, whether provided directly by the Contractor or indirectly through subcontractors,

affiliates, licensors, or third parties, and whether such systems are inmate-facing, staff-facing, backend, or ancillary in nature, including, by way of illustration and not limitation, inmate telephone systems, inmate tablet devices and associated software ecosystems, inmate information kiosks, or any successor or replacement systems thereto. All Contractor-Provided Services shall be designed, deployed, operated, and maintained so as to achieve and sustain an operational uptime availability of not less than ninety-nine percent (99%), measured on a per-system basis over each applicable reporting period, exclusive only of downtime expressly approved in advance in writing by the Jail, and the Contractor shall bear sole responsibility for monitoring, documenting, and demonstrating compliance with such uptime requirement. The Contractor shall provide the Jail with written notice no less than one (1) business day in advance of any scheduled maintenance, upgrade, patch, configuration change, or other planned activity that may reasonably be expected to interrupt, degrade, suspend, or otherwise impact the availability, performance, or functionality of any Contractor-Provided Service, and shall notify the Jail within no more than two (2) hours following the occurrence or discovery of any unscheduled outage, degradation, failure, interruption, or other unplanned event affecting a Contractor-Provided Service, regardless of cause. Upon notification of any outage or service disruption, whether scheduled or unscheduled, the Contractor shall commence diagnostic and repair efforts within four (4) hours and shall diligently pursue such efforts to completion, restoring full service, functionality, and performance no later than eight (8) hours following such notification, unless a longer period is expressly authorized in writing by the Jail. In the event any Contractor-Provided Service is not fully corrected, restored, and returned to compliant operational status within twenty-four (24) hours of the initial outage or failure, the Jail shall assess, and the Contractor hereby agrees to pay, liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per calendar day, per occurrence, per impacted system, commencing upon expiration of the twenty-four (24) hour period and continuing until full restoration is achieved, which liquidated damages shall accrue automatically without notice, demand, opportunity to cure, or proof of actual damages, and shall be outside of, and in addition to, any agreed-upon cost recovery, revenue sharing, guaranteed minimum, or other financial consideration under this Contract. As an alternative to the foregoing uptime and response provisions, the Contractor may elect to submit, for review and approval by the Jail, a separate and comprehensive Service Level Agreement (“SLA”) matrix or table; provided, however, that such SLA documentation shall, at a minimum, identify each and every category, classification, or type of service ticket or incident, regardless of priority level or severity designation, specify a mandatory maximum resolution timeframe for each such category, and assign a corresponding and enforceable financial penalty or liquidated damage amount applicable in the event such resolution timeframe is not met, and no SLA shall be deemed acceptable unless it affords the Jail remedies that are equal to or more stringent than those set forth herein, as determined by the Jail in its sole and absolute discretion.

- 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 Regional 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 Regional

Jail 's satisfaction at the Contractor's expense.

- 6.15 **CURE LETTER REPORTING**: Please provide to the VPRJ a copy of all the CURE letters received by each vendor for the last 12 months.
- 6.16 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 2025 – December 2025
- Attachment E - Propose Pricing and Commission Schedule

## ATTACHMENT A

### VENDOR DATA SHEET

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

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

2. Vendor's Primary Contact:

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

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)

**-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 Regional 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 Regional Jail pursuant to this Request shall belong exclusively to the Regional 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.

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

## ATTACHMENT D

ADP CY 2025 = 358

### CALL HISTORY January 2025-December 2025

1. NUMBER OF INMATE DEVICES:

- 74 Pedestal Phone
- 3 Mobile Phone Carts
- 28 Video Wall Charging Stations (2 Tablets Per)
- 1 Video Pedestal View Stations (2 Tablets Per)
- 9 Video Lobby Stations
- 18 Pod Video Visit Stations
- 6 Bulk Chargers (40 Tablets Per)
- 4 Bulk Chargers 9 Port Ovens

2. CALL TYPE BREAKDOWN:

- Call Data Records (CDRs)

Row Labels	Sum of Minutes
Jan	168,739
Feb	147,527
Mar	177,703
Apr	181,004
May	184,902
Jun	158,767
Jul	164,742
Aug	160,559
Sep	166,367
Oct	160,011
Nov	187,641
Dec	184,121
<b>Grand Total</b>	<b>2,042,083</b>

- Total minutes of video visitation usage

Row Labels	Sum of TOTAL_MINS_PAID
Jan	88,923
Feb	84,412
Mar	105,916
Apr	107,100
May	111,530
Jun	97,056
Jul	88,743
Aug	77,985
Sep	76,833
Oct	81,784

Nov	79,948
Dec	78,693
Grand Total	1,078,923

- Number of incoming and outgoing messages
- Total usage minutes for “content”

Row Labels	Sum of TOTAL_MINS_PAID
Jan	116,736
Feb	123,276
Mar	177,698
Apr	185,825
May	197,928
Jun	218,255
Jul	242,921
Aug	196,267
Sep	162,223
Oct	183,294
Nov	181,816
Dec	173,253
Grand Total	2,159,492

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 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		
Interstate		
International		

**SIGNATURE PAGE**  
*(to be completed and returned with your RFP response)*

**COMPANY NAME:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PRINTED NAME AND TITLE OF PERSON AUTHORIZED TO SIGN FOR ENTITY:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE:**

**By signing this form, bidder or offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP and the General Terms, Conditions, and Instructions to Offerors herein.**

\*\*\*\*\* TO BE COMPLETED ONLY IF AN ADDENDUM IS ISSUED\*\*\*\*\*

**ADDENDUM #1**

\_\_\_\_\_  
**Signature Certifying Receipt**

**ADDENDUM #2**

\_\_\_\_\_  
**Signature Certifying Receipt**

***VENDOR ELIGIBILITY CERTIFICATION***

***(to be completed and returned with your RFP response)***

This is to certify that this person/firm/corporation has neither been barred from bidding on contracts by any agency of the Commonwealth of Virginia, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the Commonwealth of Virginia.

---

Name of Official

---

Title

---

Firm or Corporation

*Please return this page.*

It is the intention of the VPRJ to comply fully with relevant federal and state laws, orders, and regulations and to promote the interests of the Virginia Department of Small Business and Supplier Diversity and like agencies. The procurement practices of the VPRJ are non-discriminatory and promote equality of opportunity for all qualified businesses.

**PLEASE INDICATE THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM, IF ANY:**

**DESIGNATIONS:** (Please refer to the definitions provided by the Virginia Department of Small Business and Supplier Diversity.)

- Micro Business       Yes       No
- Small Business       Yes       No
- Women-Owned Business       Yes       No
- Minority Business       Yes       No
- Service-Disabled Veteran       Yes       No

The above information is requested for statistical purposes only.

**CONTACT FOR ADMINISTRATION**

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

Office Address: \_\_\_\_\_

Office Phone Number: \_\_\_\_\_

*Please return this page.*

## PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

**Terms and Conditions:** ALL enclosed General and Special Terms and Conditions shall apply to this Request for Proposal. Offerors are reminded to read and comply with all requirements of this solicitation.

My signature certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the Code of Virginia, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

I hereby certify that I am authorized to sign, personally or as a Representative for the Firm:

Name of Firm or Individual: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

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

Date: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Federal I.D.: \_\_\_\_\_

VA State Corporation Commission I.D.: \_\_\_\_\_

*Please return this page.*

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID.

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission (“SCC”). Any Offeror/ Bidder 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/bid a statement describing why the Offeror/ Bidder is not required to be so authorized. Any Offeror/ Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the VPRJ Superintendent as applicable.

If this quote for goods or services is accepted by the VPRJ, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

A.  Offeror/ Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

B.  Offeror/ Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.

C.  Offeror/ Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets if you need to explain why such Offeror/ Bidder is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9) \_\_\_\_\_

Legal Name of Offeror/ Bidder \_\_\_\_\_

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print or Type Name and Title \_\_\_\_\_

*Please return this page*