



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

**Date: Tuesday September 3, 2024**

**Request for Proposals # VPRJ 2025-001  
Security Electronics- Security Control System  
1<sup>st</sup> Pre-Proposal Site Visit - Mandatory  
Date: September 19, 2024**

**Time: 10:00am, Est.**

**Location: Virginia Peninsula Regional Jail**

**2<sup>nd</sup> Pre-Proposal Site Visit- Mandatory**

**Date: October 10, 2024**

**Time: 10:00am, Est.**

**Location: Virginia Peninsula Regional Jail**

**Question & Answer Deadline Submission Due  
Date:**

**October 30, 2024**

**Time: 1:00pm, Est.**

**Answer Response**

**November 15, 2024**

**DUE DATE: December 16, 2024**

**Time: 4:00 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: [essrfp@vprj.org](mailto:essrfp@vprj.org)

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## **1.0 STATEMENT OF NEEDS**

### **1.1.0 Introduction**

**1.1.1 Purpose.** The purpose of this Request for Proposal (RFP) and resulting contract is to solicit proposals for an approach to replace the current Security Control System at the Virginia Peninsula Regional Jail.

**1.1.2 Background.** VPRJ is operated by the Virginia Peninsula Regional Jail Board Authority pursuant to the Code of Virginia section 53.1-95.2 and is operated pursuant to the Code of Virginia section 53.1-95.17 and all other applicable laws and statutes. VPRJ services the counties of James City and York and the cities of Williamsburg and Poquoson in the Commonwealth of Virginia.

VPRJ was constructed in 1997, is approximately 166,000 square feet, and has a Department of Corrections (DOC) rated capacity of 290 inmates. The current average daily population is 375 and has held more than 500 in years past. All inmates are housed on the ground floor of the building, while visitation booths and additional offices are on the second floor. The facility has three (3) floors total, with the third floor being the communications room. VPRJ is both a direct and indirect supervision facility.

**1.1.3 Definitions.** Unless the context clearly indicates that another meaning is intended, the following terms, when used in this solicitation, have the meaning ascribed to them in this section:

A. **Accreditation and Standards Office.** “Accreditation and Standards Office” means the office within the Virginia Peninsula Regional Jail responsible for accreditation and training.

B. **Contract.** “Contract” means the Goods and Services Contract, together with all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

C. **Contractor.** “Contractor” means the Offeror to whom VPRJ awards the Contract.

D. **Inmates.** “Inmates” means all males and females residing at VPRJ or admitted or committed to the care and custody of VPRJ for any purpose. The term shall include prisoners, persons serving a state, county, or federal sentence, and person admitted to VPRJ awaiting trial in any jurisdiction.

E. **Jail Administrator.** “Jail Administrator” means the Superintendent of VPRJ.

F. **Offeror.** “Offeror” means any firm that may choose to submit a proposal in response to this solicitation.

G. **The Jail.** “The Jail” means Virginia Peninsula Regional Jail, located at 9320 Merrimac Trail, Williamsburg, Virginia 23185

H. **VPRJ.** “VPRJ” means Virginia Peninsula Regional Jail, acting through its duly authorized representatives and serving the jurisdictions of the cities of Poquoson and Williamsburg and the counties of James City and York.

### **1.1.4 PROPOSALS.**

Proposals shall be received at Virginia Peninsula Regional Jail on Tuesday October 29, 2024, at 4:00 PM est.

All Proposals shall be clearly marked Attn: Lt. Col. Frank Huotte, Deputy Superintendent RFP VPRJ 2025-001 Security Electronics-Security Control System. Proposals received after that time and date will not be considered. The facility requires one original version of each proposal and three electronic versions of the response on DVD or removable media. All proprietary information should be clearly noted or supplied in a separate marked envelope.

**1.1.5 FACILITY VISITS.**

Facility visits will be available for all vendors (potential Prime vendors, no sub-contractors representing a prime vendor) interested in submitting a proposal in response to this RFP. The facility visits are mandatory and will be at the Virginia Peninsula Regional Jail on September 19<sup>th</sup> and October 10<sup>th</sup>, 2024, at 10:00 a.m. All vendors wishing to participate in the facility visit must submit a Facility Evaluation Registration Form (Attachment A) to Lt. Col. Frank Huotte, Deputy Superintendent, at [essrfp@vprj.org](mailto:essrfp@vprj.org).

**1.1.6 SCHEDULE OF EVENTS.**

The following is Virginia Peninsula Regional Jails best estimate of the schedule of events. Virginia Peninsula Regional Jail reserves the right to revise the Schedule of Events. Unless otherwise specified, the times provided are EST.

**Table 1 - Schedule of Events**

<b>Event</b>	<b>Date</b>
Release of the RFP	Tuesday, September 3, 2024
1st Pre-Proposal Vendor Mandatory Site Visit	Thursday, September 19, 2024, 10:00 AM
2nd Pre-Proposal Vendor Mandatory Site Visit	Thursday, October 10, 2024, 10:00 AM
Deadline for Written Questions from Vendors	Wednesday, October 30, 2024, 1:00 PM
Dissemination of Answers to Written Questions	Friday, November 15, 2024
Proposal Due Date	Monday December 16, 2024, 4:00 PM

**2.0 PURPOSE AND INTENT**

**2.1.1** The purpose and intent of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified Offeror(s) to provide an approach to replace the current Security Control System at the Virginia Peninsula Regional Jail. The existing Security Control System consists of the following components:

- Touch Screen Workstations (2) supported by Cimplicity software (v11.0)
- Analog Touch Panels (16) and Interfaces to PLC control modules
- GE FANCU 90/30 Series PLC Modules (Power, CPU, IO, Communications, etc.)
- Network Switches, and associated cabling (Cat5-6, Fiber).
- Camera Platform to include Analog/IP Cameras (100), Servers, NAS Storage
- Tel Core intercom/Paging Hardware and associated control and integration components
- Proximity card readers on 4 doors (RS2 Platform)

THE FACILITY is requesting a Proposal for the purchase and installation of an IP based system that will reuse existing equipment determined to be compatible and include the addition of new platforms as warranted. The Replacement Security Control System must replicate and/or enhance the current level of integration between Cameras, Touchscreens, Intercom Systems and Public Address platforms. This Proposal must be provided by a qualified Security Control System Contractor with relevant experience with security systems in corrections. The Offeror(s) must be VA DCJS Licensed.

The Offeror(s) proposal will be considered along with other factors for obtaining essential information, supporting the basis for award, and will be incorporated in the subsequent contract. Offeror(s) should conform to all instructions in the RFP to qualify for further evaluation. The facility may disqualify Offerors who fail to comply or who do not submit the required information.

Virginia Peninsula Regional Jail encourages Offeror(s) to provide insight into available products and services. Virginia Peninsula Regional Jail will evaluate the proposals based on the Offeror's ability to convey an understanding of the scope of work and demonstrate the ability to complete the terms stated in the RFP.

Elements of this project represent multiple critical infrastructure requirements. This project may be completed in approved phases; however, the areas of the project that are considered critical must be proposed and the offeror must be able to begin work on this project within 90 days after being awarded. The critical elements are identified in **Section 3.1.2** (Scope of Services).

### **3.0 BACKGROUND & SCOPE OF SERVICES**

**3.1.1** Background: The Virginia Peninsula Regional Jail consists of a single 166,196 square foot Adult Correctional Facility constructed in 1997. A brief description of the existing platform and Control Systems are listed below:

- Cimplicity (v11.00) based Touch Screen Workstations (2)
- 100 cameras (Analog and IP)
- Pelco VxPro and DSSRV NVR recording platforms
- Synology, HP, and Pelco Storage Servers
- CISCO, Netgear and Unifi POE and Non-POE Switches
- Mixture of Coaxial, Cat6 and Fiber cable connections
- 75+ Door intercom locations
- 16 Analog Operator Stations utilizing membrane touch switches.
- 11 Closet locations with PLC Module Racks supporting Cell Door operations, Lighting and Audio-Visual Controls (Televisions, Lights, Intercoms).

### 3.1.2 SCOPE OF SERVICES

#### CRITICAL ITEMS:

- A. Replacement of all analog workstations used to open/close doors and manage auxiliary pod systems (Lights, AV, Phones, etc.). Replacement stations must utilize best practice's ability to be secured when operator is not present (Biometrics, Time-out, etc.)
- B. Replace all GE FANUC 90/30 Series PLC Modules (Power, CPU, I/O, Communications, etc.) and associated interfaces required to support User Interfaces (Touchscreens, etc.) noted in item 1.
- C. Add/Replacement/Upgrade network switches and associated cabling (Cat6, Fiber) for networks supporting Doors, Cameras, Intercom/PA platforms and Workstations. All Switches, Connectors, Cabling, etc. must provide a minimum throughput of 1 Gig with capability to provide up to 10 Gig of throughput for future projects.
- D. Replace all interior analog cameras. Upgrade IP cameras as needed. Update Camera backbone network to include Switches, Storage, Servers, and Video Management Systems. Upgrades will also include the addition of exterior cameras (Quantity to be determined).
- E. Replace/Upgrade Intercom/Paging hardware and associated controls, and door call panels as needed. The intercom platform must integrate with the proposed camera system to allow for visual identification at associated call boxes.
- F. Remove/Replace/Reconfigure pod officer workstations to support touch screen display and additional desk/counter space.
- G. Install Secondary Control location with ability to function as an alternate command center if required (Doors, Video, Intercom, PA, etc.).

### 3.1.3 The following items are part of the full scope of services required for the RFP response:

- A. The Virginia Peninsula Regional Jail will purchase and have equipment installed to replace its current Security Control System equipment. The Security Control System is defined and characterized by the bullet items listed in Section 3.0 (Background) of this document.
- B. It is the expectation that interested offeror(s) have extensive experience working in detention or high security environments managing retrofit and renovation projects in occupied and operational facilities with multiple team members to accomplish all required trades while always maintaining safety and security.
- C. Existing cameras, housings, wiring, computers, servers, and network components as deemed feasible shall remain and be incorporated into the redesigned Security Control System. Rework shall be conducted as necessary to adapt to the new system.

- D. Existing CCTV and Touch Screen Workstations currently installed must be maintained throughout the project to support 7 x 24 operations. These systems are critical to the security of the facility. Transitions to the new equipment must be planned and scheduled in advance with limited disruption to security and the daily operations of the facility.
- E. Replace existing DVR/Encoder systems with expandable Network Storage capable of recording audio and video from all attached IP devices. Systems must have fully featured RAID disk array storage with a redundant recording system. It should be able to retain at least 60 days (about 2 months) of recorded video based on 24 x 7 full motion, 30 Frames per second and 1920 x 1080 minimum camera resolution.
- F. Replace existing Touch Control Workstations and Analog Door Control panels located in Master Control and 16 Pod and Support locations used to control doors, lights, Audio Visual and PA Systems. The Offeror(s) must determine feasibility of reusing existing wiring used to connect updated PLC environment to current locksets, lighting, and device/appliance controls.
- G. All Hardware will be of the latest generation available and eligible for extended support.
- H. All software will be the latest versions available and eligible for extended support. All client software must support the latest Microsoft Windows Desktop and Server 64-bit Operating Systems.
- I. System redundancy where applicable
  - Hot Swappable Drives in Server Hardware
  - SAN Hardware in a Raid Configuration that includes a “hot spare” or equivalent.
- J. Offeror(s) shall provide a dedicated project manager and maintain dedicated engineering on staff.
- K. Offeror(s) will maintain sufficiently trained and certified staff to support all hardware and software within a minimum 4 hr. call-to-service window.
- L. Offeror(s) shall provide camera viewing stations connected to multiple large format monitors in locations as agreed to by the owner. Monitors must support multiple views shown from the video management system as designated by the owner. The Video Management platform will have the capability to display video from multiple camera inputs.
- M. The selected Video Management System must be able to record and store audio and video data.
- N. Client Viewing Stations locations will be provided to the participating vendors at the beginning of the mandatory site visit meeting. All viewing stations must be configured to save recordings (Video and Audio) to networked or external storage devices.
- O. Relocation of existing IP cameras should be included to support improved coverage in vital areas

within the facility unless said coverage is provided by new technology in proposed camera equipment.

- P. The offeror must either provide or subcontract wiring, cabling services and perform project management. Such personnel should include fully *Licensed Electrical Contractors* and contractors with *Low Voltage Certifications*. Offeror or subcontractors should possess *VA-DCJS Security and Locksmith licensure*.
- Q. Any existing transport cabling in the facility (Fiber, Copper, etc.) shall be fully tested, and verified before use. Should existing transport be found deficient, the offeror will install new transport runs.
- R. Virginia Peninsula Regional Jail Administration and Maintenance Department will be actively involved with the Vendor during the design, configuration, installation, and testing process. The system will be configured with their full input and to their specifications.
- S. Training will be completed on-site with end user groups identified by the Superintendent.
- T. Removal and Disposal of existing Analog Consoles, Equipment, Cabinets, and support structures are to be completed by Offeror. Project areas will be cleaned and cleared of debris by Offeror. The final approval shall come from the facility Superintendent.
- U. The Offeror will provide specifications and capabilities of proposed systems and equipment, detail aspects of system support/maintenance warranties, and be held responsible for installation and verification of initial equipment operation.
- V. The Offeror will provide the Virginia Peninsula Regional Jail with estimates for annual maintenance cost for newly installed systems (Hardware, Software).

#### **3.1.4 SUMMARY OF PROPOSAL SCOPE**

- A. The proposal should include the following:
  - Costs for Development, Project Management,
  - Engineering, and Programming (Touch Screens, Door Controls, Intercoms, etc.)
  - Cost and identification of all Hardware (Cameras, Intercoms, PA, PLC's, etc.)
  - Cost and identification of all Support Software (Door Control, Cameras, etc.)
  - Implementation Plan for active functioning jail environment
  - Operator station setup, system start-up, system testing, owner training, and final documentation
- B. Cameras shall be detention grade interior/exterior high resolution color camera replacements or new installs as follows:
  - New cameras supplied shall be a minimum HD resolution (1920 x 1080)
  - Workstation setup (Views) to reflect the needs of the facility.



- Relocation of cameras for viewing in pods, as determined by the Superintendent/Designee
  - Full integration with Touchscreen, Intercom, and Proximity Card (RS2 Platform)
- C. All parts and details of services or features not specifically mentioned which are regularly furnished to complete this type of work will be furnished at proposed pricing and shall conform in quality, workmanship, and service to that provided by the practice as specified in the RFP.
- D. All cabling will be clearly labeled and installed in cable races where appropriate. Cabling will be detention grade and secured in pods. Cabling that is accessible to prisoners shall be run in RMC and shall have strapping as determined by the owner. EMT will only be considered in areas that are unoccupied or infrequently occupied.
- E. The vendor shall provide a project documentation binder to include a description of the system, as built floor plans showing camera locations, functional system block diagrams, and equipment O&M manuals. This documentation shall be provided both electronically and in written form.

### **3.1.5 SYSTEM / EQUIPMENT/ OFFEROR'S REQUIREMENTS**

- A. All Aspects of the facility's control system shall be replaced as required to include controls, panels, relays, power supplies, door mechanisms and power outlet controls, as required and agreed to by the owner.
- B. The Video Management System will have SAN/NAS type device capabilities for additional storage space if needed.
- C. All drives will be "hot swappable" and be configured in a hot spare mode to facilitate repairs or replacements.
- D. Video masking/modesty shielding that meets PREA requirements for privacy must be provided. Explain to Virginia Peninsula Regional Jail staff how visual masking works and the features associated with it.
- E. The system shall be capable of the following recording modes:
  1. Normal time-lapse recording
  2. Event: Alarm Recording, Motion recording
  3. Schedule Mode: Programmed to utilize different recording modes during different periods per camera. For example, set to normal time-lapse recording during normal business hours and then be set to motion recording mode during off-hours.
  4. Must support 1920p x 1080p or greater recording resolution.
- F. It is required that each individual channel or camera be programmable for any of the above recording modes to include recording rates (images/pictures/frames per second).
- G. The system menu setup functions shall be remotely programmable by using the client

software or web browser.

- H. The system shall have the capability to process each camera for motion detection if required. Remote setup and configuration of motion detection parameters and the ability to detect motion for triggering an event recording is required. Individual motion detection adjustment for each camera input to include frame rate, area, and sensitivity is also required.
- I. The system shall provide the ability to send alarms and system health events via email or text messages using Virginia Peninsula Regional Jails Exchange server or other acceptable method.
- J. Client software shall provide live viewing, playback, and search capabilities based on date and time, motion detection event, or alarm recordings.
- K. Servers must utilize Windows Server 2019 64-bit or newer.
- L. Client software must be able to run on Windows 10 Pro 64-bit or newer.
- M. Server hardware and software, network devices, and camera system software must support at least 10 concurrent users viewing live cameras and/or video recordings.
- N. The security camera software should allow for retention policies/schedules to be set for all recordings and be able to exempt a specific recording from a retention schedule.
- O. Cameras should support POE (Power over Ethernet).
- P. All Camera Hardware and Software should support current ONVIF standards.
- Q. Two (2) ethernet cables should be pulled to each difficult to reach camera location for redundancy.
- R. The system should support operations on multiple network subnets.
- S. A spare parts inventory should be kept onsite to minimize downtime. This should include but not be limited to PLC and Intercom components. One fully licensed spare workstation should be counted as part of the spare parts inventory to support a 2-person support team in Master Control.
- T. The following are required of the selected offeror:
  - 1. Must be an electrical contractor.
  - 2. Must have a Low Voltage Certification.
  - 3. VA-DCJS Security and Locksmith License.
  - 4. Must be an Authorized Dealer of Systems installed.
  - 5. Must have dedicated engineering on staff.

### **3.1.6 WARRANTY**

A minimum of one (1) year (from the time of final project acceptance and commissioning)

no cost warranty (travel, parts, & labor) will be provided for newly installed components (Hardware, Software).

### **3.1.7 CONTROL**

- A. Viewing and/or recording access for the camera system will be from several network points within the jail facility network while maintaining segregation using VLANs from the other networks.
- B. The cameras within the facility will be programmed by the successful vendor as deemed appropriate by the Superintendent/designee.
- C. Each access point will be programmed to record only. No deletion will be allowed except routine maintenance performed and authorized by The Superintendent and System Administrator. An event log will be kept allowing audit of access, which will include date, time, users accessing the information, and what information was requested.

### **3.1.8 MAPPING**

All cameras, cable runs, and intercom equipment must be mapped using CAD or similar network mapping software. The labeling on the map will be consistent with the labeling on the corresponding network cable. This documentation will be submitted to the Virginia Peninsula Regional Jail Administration before final project approval.

### **3.1.9 TRAINING**

- A. Training will be provided to the Virginia Peninsula Regional Jail staff for those designated by the Superintendent. The Training will include System Administration, Configuration and Operations. Designated users will have a basic knowledge of how to capture and preserve audio and video files captured by the platform.
- B. Scheduling will be coordinated with the Superintendent/Designee and the Offeror to ensure all shifts are included in the training process.

### **3.1.10 QUALITY ASSURANCE**

- A. All items of equipment including wire and cable requirements shall be designed by the vendor to function as a complete system and shall be accompanied by the vendor's complete service notes and drawings detailing all interconnections.
- B. The successful offeror will supply only non-proprietary equipment. For equipment to be considered non-proprietary, it shall be manufactured by a company that has produced a product line of compatible products for at least five years and shall have a minimum of two distributors with annual sales over one hundred thousand dollars.
- C. Provide only non-proprietary software. For software and software vendors to be considered non-proprietary it must have a minimum of five system integrators proficient in the programming, integration, and maintenance of the manufactured software. All

software logic shall be developed in the Wonderware environment, or equivalent, and not developed in third party software or provided in compiled DLL, EXE files or other encrypted files. Any software approach that is found to be provided with this approach shall not be considered and all costs shall be the responsibility of the vendor.

- D. The vendor supplying the equipment shall show satisfactory evidence, upon request, that a fully equipped service organization capable of furnishing adequate inspection and service to the system, including replacement parts, is always maintained. The vendor shall produce evidence that he/she has had a fully experienced and established service organization with at least five years of operational experience and proven satisfactory installations during that time.
- E. Furnish and install only current/new equipment and materials required without blemish or defect.
- F. All equipment of the same type shall be the product of one manufacturer.
- G. Submit all items necessary to obtain all required permits and licenses to the appropriate Regulatory Agencies.
- H. All work shall conform to the National Electric Code (NEC) and to the applicable National Fire Protection Association (NFPA) codes.
- I. All work shall conform to all federal, state, and local ordinances.
- J. Where applicable, all fixtures, equipment and materials shall be approved or listed by the following:
  - 1. Factory Mutual Laboratories (FM)
  - 2. Underwriters Laboratories (UL)
  - 3. National Electrical Manufacturers Association (NEMA)
  - 4. Include all items of labor and material required to comply with standards and codes.
  - 5. All equipment cabinets and racks shall be labeled with a UL508A listing mark. This labeling must be provided by the Vendor at their assembly facility. No third-party listings shall be considered.

## **4.0 QUALIFICATION PROCESS**

### **4.1.1 QUALIFICATIONS**

- A. Show that the principal members and key personnel to be assigned to the project shall each have a minimum of five years' experience in completing projects of equal scope, quality, type, and complexity.
- B. The company shall have a minimum of five years' experience in the field of integrated security and communication systems under the same company name.
- C. The successful vendor must have all employees and the employees of all sub-contractors

who physically conduct work inside of the Virginia Peninsula Regional Jail facility submit to a cursory background check for the purposes of assuring they can work inside the secure area of the facility. Virginia Peninsula Regional Jail reserves the right to deny admittance to any person who does not successfully pass such background check.

- D. The successful vendor must have all employees and the employees of all sub-contractors participate in training deemed appropriate by Virginia Peninsula Regional Jail to maintain compliance with the Prison Rape Elimination Act. (Training may range from as little as signing for an informational pamphlet to attending an hour of classroom instruction.)

#### **4.1.2 REFERENCES**

Virginia Peninsula Regional Jail reserves the right to contact any past project references of the submitting vendor even if the references are not listed as part of the proposal.

The evaluation of the prospective vendor will be based on the following qualifications:

- A. History of the company that reflects the length of time the vendor has performed services like those required for this project.
- B. Financial Statements, Balance Sheet, and Income Statement for the previous year.
- C. Name, Address, and Telephone number of the organization's current Bonding company and level of bonding capacity.
- D. Evidence that the principal members and key personnel of the organization have a minimum of five (5) years' experience each in successfully completing detention projects of equal scope, quality, type, and complexity to that required herein.
- E. Demonstration of a sufficient number of trained and manufacturer-certified technicians to provide routine and emergency repair services 24 hours per day, year-round, for each product line provided as part of the security system replacement.
- F. The Offer shall supply a list of completed projects with references like the proposed project.
  - 1) Description of systems included, along with a description of the level of integration.
  - 2) Date of project initiation, date of anticipated completion, as well as the date of final completion
  - 3) Contract value.
  - 4) Owner contact and telephone number
- G. List of all projects, within the last five years, in which the organization has been involved in litigation and the outcome of said litigation.

#### **5.0 PROCEDURE & EVALUATION OF CRITERIA- SCORING**

Once proposals are received, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, based on the following factors:

- 1. Knowledge and Experience with proposed equipment and services (20 Points)
- 2. Installation Plan based on 24 x 7 functioning environment (15 Points)
- 3. System Integration – Door Control, Cameras, Intercoms (25 Points)
- 4. Engineering/Programming (AVEVA-Wonderware, or equivalent) (25 Points)

5. Customer and reference satisfaction with equipment and services (5 Points)
  6. Additional Benefits and Services (5 Points)
  7. Postproduction Support (5 Points)
- Total Points 100

Proposed cost. Virginia Peninsula Regional Jail is not bound by the lowest proposal, although a factor, the acceptance or rejection of any Proposal is ultimately determined by what will be to the advantage of The Virginia Peninsula Regional Jail.

### **Contract Terms**

#### **(FOR OFFEROR INFORMATIONAL PURPOSES)**

##### 1. TERMINATION OF AGREEMENT

The AUTHORITY reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving thirty (30) days' notice to the firm in writing. In the event of termination, the firm providing goods or services pursuant to this procurement ("Firm") shall not be paid for any goods or service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Firm's work under this contract.

##### 2. OWNERSHIP OF WORK PRODUCT

Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled, or produced as a result of this agreement, whether or not completed, shall be vested in the AUTHORITY. Any reuse of these materials by the AUTHORITY for projects or purposes other than those which fall within the scope of this agreement or the project to which it relates, without written concurrence by the Firm will be at the sole risk of the AUTHORITY.

##### 3. NONDISCRIMINATION

The Firm shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, religion, national origin, marital status or disability, unless based upon a bona fide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on

the grounds of sex, race, color, creed, religion, national origin, age, or disability.

4. HOLD HARMLESS/INDEMNIFICATION

The Firm agrees to indemnify, defend, and hold harmless the AUTHORITY and its officers, agents, and employees, from any and all claims, demands, actions or causes of action against the AUTHORITY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the AUTHORITY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Firm providing goods or services to the AUTHORITY under this contract assures the AUTHORITY that it is:

- A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable.
- B. Not employing undocumented immigrant workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986.
- C. Complying with federal, state, and local laws and regulations applicable to the performance of the services procured; and
- D. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

6. NO WAIVER

Any failure of the AUTHORITY to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, shall not be construed as a waiver nor deprive the AUTHORITY of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the party granting the waiver to be effective.

7. CHOICE OF LAW

To ensure uniformity of the enforcement of this Contract, and irrespective of the fact that either of the parties now is, or may become, a resident of a different state, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to her principles of conflicts of

law.

8. FORUM SELECTION

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to, or concerning this Contract shall have jurisdiction and venue only in the Circuit Court of Pulaski County, Virginia or in the U.S. District Court, Western District of Virginia.

9. SEVERABILITY

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

10. NOTICES

All requests, notices, and other communications required or permitted to be given under this Contract shall be in writing and delivery thereof shall be deemed to have been made when such notice shall have been either (a) duly mailed by first-class mail, postage prepaid, return receipt requested, or any comparable or superior postal or air courier service then in effect, or (b) transmitted by hand delivery, telegram, telex, telecopier or facsimile transmission, to the party entitled to receive the same at the address indicated below or at such other address as such party shall have specified by written notice to the other party. Notices to the AUTHORITY shall be sent to:

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: [essrfp@vprj.org](mailto:essrfp@vprj.org)

11. CONTRACTUAL CLAIMS PROCEDURE

A. Contractual claims by the Firm, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted to the AUTHORITY in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a



claim need not detail the amount of the claim but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

- B. The Board of the Authority, upon receipt of a detailed claim, may at any time render its decision and shall render such decision within ninety (90) days of final payment. Each such decision rendered shall be forwarded to the Firm by written notice.
- C. If the Firm disagrees with the decision of the Board of the Authority concerning any pending claim, the Firm shall promptly notify the AUTHORITY by written notice that the Firm is proceeding with the work under protest. Any claim not resolved whether by failure of the Firm to accept the decision of the Board of the Authority or under a written notice of Firm's intention to file a claim or a detailed claim not acted upon by the governing body of the AUTHORITY, shall be specifically exempt by the Firm from payment request, whether progress or final. Pendency of claims shall not delay payment of amounts agreed due in the final payment.
- D. The decision on contractual claims by the Board of the Authority shall be final and conclusive unless the Firm appeals within six months of the date of the final decision on the claim by instituting legal action in the appropriate circuit court, however, no legal action may be commenced by Firm concerning any such contractual claim prior to rendering of a decision by the governing body of the Authority, unless no decision has been rendered within ninety (90) days of final payment or submission of the claim, in which case Firm's claim shall be deemed denied.

## 12. FAITH BASED ORGANIZATIONS

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the AUTHORITY does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Firm is a faith-based organization, then Firm shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to

contract between the AUTHORITY and a faith-based organization, you are hereby notified as follows:

*Neither the AUTHORITY's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the AUTHORITY Administrator.*

13. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all Attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

REST OF PAGE LEFT BLANK INTENTIONAL

**ATTACHMENT A – SITE EVALUATION REGISTRATION FORM**

This site evaluation registration Form must be completed and returned to the RFP contact specified in **Section II. FACILITY VISITS** on or before the date specified in the Schedule of Events. The Facility will provide an escort.

Provide the following information for the Prime Vendor Representative(s) that will be attending the site evaluation which will be held on the date specified in the Schedule of Events.

<b>Vendor Name:</b>	_____
<b>Address:</b>	_____ _____ _____
<b>Main Contact Phone Number:</b>	_____

<b>Attendee Name:</b>	_____
<b>Attendee Title:</b>	_____
<b>Attendee Office Contact Number:</b>	_____
<b>Attendee Mobile Contact Number:</b>	_____
<b>Attendee Email Address:</b>	_____

<b>Attendee Name:</b>	_____
<b>Attendee Title:</b>	_____
<b>Attendee Office Contact Number:</b>	_____
<b>Attendee Mobile Contact Number:</b>	_____
<b>Attendee Email Address:</b>	_____

## INSTRUCTIONS FOR OFFERORS

- A. Proposals must be submitted in a sealed package marked "RFP VPRJ 2025-001, Security Electronics" **or** sent to the previously indicated email address with the RFP number and name in the subject line. Proposals should address all items listed in the evaluation criteria.
- B. Offerors shall be responsible for the **actual delivery of proposals** during business hours to the post office box, the physical address, or the email address previously indicated.
- C. Four complete "hard copy" sets of all required documents shall be submitted.
- D. The Superintendent reserves the right to reject all proposals, to cancel this request for proposals, and to waive "informalities."
- E. The Superintendent will **not** reimburse offerors for any costs associated with the preparation and submittal of any proposal or for any travel and per diem costs that are incurred.
- F. The Superintendent shall make the final decision as to the merits and qualifications submitted by offerors. The decision of the Superintendent shall be final, and only those offerors considered to be qualified shall be considered for negotiations.
- G. The evaluation team will short-list the offerors whose proposals best demonstrate that they are able to perform the required services. Interviews will be conducted with the top two responsible offerors. The evaluation team will then select the offeror who has best demonstrated that it can meet the needs of the Superintendent and seek to negotiate a contract with that offeror. If a contract cannot be negotiated, then negotiations will continue with the offeror ranked second. After all negotiations have been completed, and a contract has been negotiated, the evaluation team will recommend Award to the VPRJ Board of Directors. Pending the award decision of the Board of Directors, the selected offeror shall agree to enter a contract for the agreed-upon services.
- H. The VPRJ General Terms, Conditions and Instructions to Bidders & Offerors is included herein to provide general vendor requirements related to insurance, licensure, and state procurement law.
- I. All respondents must complete and return the enclosed required bid forms with their proposal.

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

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

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

**TELEPHONE**  
**NUMBER:** (    )

**FAX**  
**NUMBER:** (    )

**E-MAIL:** \_\_\_\_\_

**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**

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**Signature Certifying Receipt**

**ADDENDUM #2**

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**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.

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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.*



**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.*

## **General Terms and Conditions and Instructions to Bidders and Offerors**

### **Application:**

These General Terms and Conditions and Instructions to Bidders and Offerors (“Terms and Conditions”) apply to all Invitations for Bids (IFBs) and Requests for Proposals (RFPs) and to all contracts, agreements, purchase order, memoranda of understanding, and any change order, modification or addenda thereto (“Contract”), entered by and between the VPRJ and an individual or entity for goods and/or services. These Terms and Conditions do not apply to Contracts by and between VPRJ and any public body or public agency except to the extent that the parties agree to incorporate these Terms and Conditions, in whole or in part, into said Contract.

Where professional services are procured, as defined in Virginia Code Section 2.2-4301, VPRJ’s General Terms and Conditions for Professional Services shall also apply. In the event of conflict between these Terms and Conditions and those contained in the General Terms and Conditions for Professional Services, the more stringent requirement shall apply, unless otherwise required by law.

### **Definitions:**

For purposes of these Terms and Conditions, the following terms are defined generally as follows:

“**Bidder**” shall mean any individual or entity responding to an Invitation for Bids issued by the VPRJ.

“**Offeror**” shall mean any individual or entity responding to a Request for Proposals issued by the VPRJ.

“**Contract**” shall mean any contract, agreement, purchase order, or memorandum of understanding, and any change order, modification, or addendum thereto.

“**Contractor**” shall mean any individual or entity that has entered into a Contract to provide goods or services to the Virginia Peninsula Regional Jail.

### **Tax Exemption:**

The Virginia Peninsula Regional Jail is exempt from and will not pay Federal Excise Tax, Transportation Tax or the Commonwealth of Virginia Sales and Use Tax. The VPRJ is also exempt from the local 911 tax. A signed certificate to document the VPRJ’s tax-exempt status is available upon request **by the Contractor to** the Finance office.

### **Ethics in Public Contracting (§2.2-4367 et seq., Code of Virginia):**

**The Contractor shall not offer or receive any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with this project. The A/E shall not confer on any public employee having official responsibility for this project 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.

1. **Authorization to Conduct Business in the Commonwealth.** Any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

A business that enters a Contract, including purchase orders, with the VPRJ shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. VPRJ may void any Contract with a business entity that fails to remain in compliance with the provisions of this paragraph.

**2. Contractor's License: Bidders and Offerors (as required) must be licensed as a Contractor in the Commonwealth of Virginia and/or shall possess any professional license or certification required by state law. Bidders and Offerors are directed to Subtitle II of Title 54.1, Code of Virginia as amended. Bidder or Offeror shall include a copy of its license or certification with the completed bid form.**

3. **Business License:** All businesses who wish to engage in business in James City County must possess a valid James County Business License or must document why they are exempt from licensure. Some businesses who have obtained business licenses from other county jurisdictions are exempt from James County licensure requirements; however, rules differ for building contractors and tradesmen who may be required to possess multiple business licenses. Businesses should contact the Commissioner of Revenue for specific guidance on this issue. This office may be reached at 757-253-6695.

4. **Insurance:** Any Contractor doing business with VPRJ shall maintain insurance to protect VPRJ from claims under the Worker's Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under a contract, whether such operations by the contractor or subcontractor, or anyone directly or indirectly employed by either, such insurance to conform to the amounts as prescribed by law. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia during the entire term of the contract.

Whenever work is to be performed on VPRJ-owned or -leased property or facilities, the contractor shall be required to have the insurance specified with an insurance company acceptable to the VPRJ and licensed to do business in the state of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements for the Virginia Peninsula Regional Jail are as follows:

A. Commercial General Liability: \$1,000,000 per occurrence /\$2,000,000 aggregate and is to

include:

- 1) Premises/Operations' Liability,
- 2) Products and Completed Operations Coverage, and
- 3) Independent Contractor's Liability or Owner's and Contractor's Protective Liability.

***The Virginia Peninsula Regional Jail must be named and endorsed as an “additional insured” when a Contractor is required to obtain Commercial General Liability coverage.***

- B. Automotive Liability: \$1,000,000 combined single limit and only if motor vehicle is to be used in the contract.
- C. Worker’s Compensation Liability: Virginia statutory requirements and benefits (if the contractor has three or more employees).
- D. Employer's Liability: \$100,000 (if employees are paid a wage or salary).
- E. In addition, various Professional Liability/Errors and Omissions insurance coverages are required when providing those services as follows:

Profession/Service	Occurrence Limit	Aggregate Limit
Accounting	\$1,000,000	\$3,000,000
Architecture	\$2,000,000	\$6,000,000
Asbestos Design, Inspection, or Abatement Contractors	\$1,000,000	\$3,000,000
Health Care Practitioner	\$1,650,000	\$3,000,000
Insurance/Risk Management	\$1,000,000	\$3,000,000
Landscape/Architecture	\$500,000	\$1,000,000
Legal	\$1,000,000	\$5,000,000
Professional Engineer	\$2,000,000	\$6,000,000
Surveying	\$100,000	\$300,000

The minimum amount of professional liability insurance required to be carried by the A/E shall be calculated as not less than an amount equal to 5% of the estimated cost of construction of all VPRJ-owned projects designed by the A/E which are currently under construction, but in no event shall the amount of professional liability insurance be less than \$100,000 per claim. As an alternative to the calculated amount indicated above, the Architect and/or Engineer (A/E) may work with the VPRJ to procure a 'Project Insurance' package for that project which is satisfactory to the VPRJ; or the A/E may provide a Certificate of Insurance indicating coverage in the amount of \$2,000,000 per claim and \$6,000,000 in the aggregate.

**5.Non Discrimination:** The Virginia Peninsula Regional Jail does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4310 and 2.2-4343.1 or against a Bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

For Contracts, including purchase orders, over \$10,000, Contractor agree as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment

because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

- B. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, including the names of all contracting agencies with which the contractor has contracts of over \$10,000.
- C. The Contractor, shall in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that such contractor is an equal-opportunity employer. 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 provision.
- D. If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
- E. The Contractor shall include the provisions of paragraphs A – D above in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

***A. 6. Compliance with Federal Immigration Law: The Contractor does not and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.***

**7. Drug-Free Workplace:** During the performance of Contracts, including purchase orders, in excess of \$10,000, Contractors shall agree to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf on the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to a Contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the

contract.

**8. Qualifications of Bidder/Offeror:** Each Bidder or Offeror shall be prepared to supply evidence of qualifications and capacity to perform work as proposed. Items which may be considered evidence are as follows:

- A. Current financial statement
- B. List of current and past similar contracts
- C. Explanation of methods to be used in fulfilling this contract
- D. Statement of current workload and/or capacity

Additional particular items may be requested as needed by VPRJ. All qualifications shall be received within ten (10) days of request by VPRJ.

**9. Competency of Bidder/Offeror:**

- A. The Bidder or Offeror if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources, and adequate insurance to comply with the terms of these specifications and contract documents. Such evidence shall be presented within a specified time and to the satisfaction of the VPRJ.
- B. Bidders certify that their bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a bid for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
- C. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk.
- D. Bids and Contracts issued by the Virginia Peninsula Regional Jail shall bind Bidders to applicable conditions and requirements set forth in the bid boilerplate, unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

**10. Completing Bid Forms:**

- A. Use only the bid form(s) supplied by the VPRJ.
- B. One original signed bid shall be submitted.
- C. All blanks on the bid form(s) shall be filled in completely in ink.
- D. Any interlineation, alteration, or erasure on the bid form shall be initialed by the signer of the bid.
- E. Each bid shall be signed by the person or persons legally authorized to bind the bidder to a Contract, using the legal name of the signer.
- F. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
- G. Bidders shall supply all information and submittals required by the bid documents to constitute a proper and responsive bid. Any ambiguity in any bid as a result of omission, error, lack of clarity or noncompliance by the bidder with specifications, instructions, and/or all conditions of bidding shall be construed in the light most favorable to the VPRJ.
- H. When an error is made in extending total prices, the unit bid price will govern.
- I. Erasures in bids must be initialed by the Bidder. Carelessness in quoting prices or in

preparation of bid otherwise will not relieve the Bidder.

J. Bidders are cautioned to recheck their bids for possible error.

**11. Descriptive Literature:** Bidder may be required to submit with bid complete pertinent descriptive literature and specifications fully describing the materials proposed to be furnished.

**12. Specifications Exceptions:** Exceptions to the specifications or general instructions must be in writing and submitted with the bid form. Exceptions to the specifications contained in bids are specifically discouraged. Bidders should attempt to submit a bid fully conforming to the specifications. Failure to clearly identify any exception may result in disqualification of the bid.

**13. Use of Brand Names:** The name of a certain brand, make, manufacturer, or definite specification is to set forth to convey to prospective bidders the general style, type, character, and quality of the article desired. Any article that the VPRJ in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose, shall be acceptable.

**14. Eligible Vendors:** Vendors responding to a request for supplies must be the manufacturer or authorized distributor of all products bid.

**15. Delivery Terms:** Bid prices must be net, based on delivery to the VPRJ. Prices shall include all applicable freight charges; extra charges will not be allowed.

**16. Comments/Questions:** Any information relative to interpretation of specifications and drawings shall be requested of the VPRJ, in writing, in ample time before the opening of bids. No inquiries, if received by the VPRJ within five (5) business days of the date set for the opening of bids, will be given any consideration. Any material interpretation of a specification, as determined by the VPRJ Procurement Agent, will be expressed in the form of an addendum to the specification which will be posted to the websites indicated in the RFP no later than three (3) business days before the date set for receipt of bids. Oral answers will not be authoritative. Comments concerning specifications or other provisions of the bid documents may be directed to Lt. Col. Frank Huotte, Deputy Superintendent, VPRJ, via email to [essrfp@vpri.org](mailto:essrfp@vpri.org).

**17. Bid/Proposal Delivery:** Bids/proposals may be mailed or delivered as directed in the Invitation for Bids or in the Request for Proposals. Please see the specific instructions given in each individual IFB or RFP.

**18. Bid/Proposal Preparation:** The bid/proposal and any other documents required to be submitted with the bid shall be enclosed in a sealed, opaque envelope. **The envelope must clearly reference the project title and the project number on its face.**

**19. Bid/Proposal Receipt:** Bids/proposals shall be received before the due date and time stated in the Invitation for Bids or the Request for Proposals. The Bidder/Offeror shall assume full responsibility for taking whatever measures are necessary to ensure that the bid/proposal reaches the location indicated in the solicitation prior to the due date and time set forth in the solicitation. The VPRJ will not be responsible for any bid/proposal delayed in the postal service



or any other delivery service nor any late bid/proposal or amendment thereto received after the due date and time set forth in the solicitation. Bids received after the due date and time set for receipt of bids will be returned to the bidder unopened.

**20. Opening of Bids:** Bids received on time will be opened publicly and read aloud at the time and location specified in the Invitation for Bids. The device or mechanism for establishing the opening time shall be established by the VPRJ.

**21. Acceptance or Rejection of Proposals:**

- A. Requests for Proposals shall be awarded to the Offeror whose proposal most closely meets the evaluation criteria set forth in the Request for Proposals with price as one of the determining factors, but not the sole determining factor. The VPRJ reserves the right to reject the proposal of any Contractor who has failed to perform properly in any way or to complete on time contracts previously awarded, or a proposal from any Offeror who investigation shows is unqualified to perform the Contract.
- B. The VPRJ reserves the right to reject all proposals.
- C. The VPRJ reserves the right to waive any irregularities to the extent permitted by law.

**22. Pricing:** Prices quoted in the Proposals shall be considered but shall not be the sole determining factor in selecting a provider for the required services.

**23. Notice of Consideration:** Successful offeror(s) will be notified if their proposal has received the highest score(s).

**24. Binding Bids/Proposals:** Bids/proposals are to be binding for sixty (60) calendar days following the opening date, unless extended by mutual consent of all parties or unless otherwise specified in the terms contained in the Invitation for Bids or Request for Proposals.

**25. Bid Bond:** Bidders shall be required to provide a Bid Bond in an amount equal to 5% of the bid amount.

**26. Withdrawal of Bids:**

- A. A Bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his or her bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as *opposed* to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. If a bid contains *both* clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from

inspection of original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. The Bidder shall give notice in writing to the Procurement Agent of his or her claim of right to withdraw his or her bid within two (2) business days after the conclusion of the bid-opening procedure and shall submit original work papers with such notice.

- B.** A Bidder for a contract other than for public construction may request withdrawal of his or her bid under the following circumstances:
- 1) Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the VPRJ Procurement Agent in writing.
  - 2) Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the VPRJ Superintendent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, and similar documents. If bid bonds were tendered with the bid, the VPRJ may exercise its right of collection.
  - 3) No bid may be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same Bidder or of another bidder in which the ownership of the withdrawing Bidder is more than five percent.

## **27. Contract Award:**

**Bid (IFB)** -- Award will be made on the basis of information submitted with the bid and based on what is determined to be in VPRJ's best interest, taking into consideration pricing and qualifications of bidders. A written award in the form of a purchase order, acceptance agreement, or formal contract shall result in a binding contract without further action by either party. If a contract or acceptance agreement is used, the same shall be executed by the successful Bidder within ten (10) working days of receipt of notice of award. The bid award shall be approved by the VPRJ's Board of Directors prior to the award of same.

**Proposal (RFP)** – A Selection Committee will review and evaluate all proposals submitted in response to a Request for Proposals. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the proposal and the evaluation criteria listed herein. The Committee shall make a recommendation to the VPRJ Board of Directors, and the Board of Directors shall make the final decision. VPRJ shall be the sole judge as to the merits of qualifications submitted by Offerors. The decision of the VPRJ shall be final. In the event VPRJ determines, in writing and in its sole discretion, that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

The following documents, which are included in the Request for Proposals, shall, unless otherwise provided, be incorporated by reference in the resulting Contract and become a part of said Contract:

- A. Virginia Peninsula Regional Jail Solicitation Form/Acceptance Agreement (Cover Sheet),
- B. General Terms, Conditions and Instructions to Bidders and Offerors,
- C. General Terms and Conditions for Professional Services, if applicable,

- D. Special Provisions and Specifications,
- E. Pricing Schedule,
- F. Any addenda/amendments/Memoranda of Negotiations,
- G. Other documents which may be incorporated by reference, if applicable.

**28. Notification of Award:** Successful Bidders/Offerors will be notified immediately upon acceptance of their bid/proposal.

**29. Guarantees & Warranties:** All guarantees and warranties required shall be furnished by the successful Bidder/Offeror and shall be delivered to the VPRJ Finance Department before final payment on the Contract is made. Unless otherwise stated, the manufacturer's standard warranty applies.

**30. Permits:** Any and all required permits shall be obtained by the successful Bidder/Offeror.

**31. Performance Bond and Payment Bond:** The successful bidder/ offeror shall be required to provide to the VPRJ a Performance Bond and Payment Bond in an amount equal to the amount of the Contract.

**32. Termination for Convenience:** A Contract may be terminated in whole or in part by VPRJ in accordance with this clause whenever the VPRJ Superintendent shall determine that such a termination is in the best interest of VPRJ. Any such termination shall be affected by delivery to the Contractor at least five (5) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the Contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

**33. Termination of Contract for Cause**

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his or her obligations under the Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Contract, VPRJ shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the Contract shall, at the option of VPRJ, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
- B. Notwithstanding the above, the Contractor shall not be relieved of liability to VPRJ for damages sustained by VPRJ by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the VPRJ from the Contractor is determined.

**34. Contract Alterations:** No alterations in the terms of a Contract shall be valid or binding upon the Virginia Peninsula Regional Jail unless made in writing and signed by the Procurement Agent or his or her authorized agent.

**35. Subletting of Contract or Assignment of Contract Funds:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his or her contractual duties to any other person, firm, or corporation without the previous written consent of the Procurement Agent. If the Contractor desires to assign his or her right to payment of the Contract, Contractor shall notify the Procurement Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of Contract relieve the Contractor from his or her obligations or change the terms of the contract.

**36. Funding:** A Contract shall be deemed binding only to the extent of appropriations available to each Department or Office for the purchase of goods and services.

**37. Delivery/Service Failures:** Failure of a Contractor to deliver goods or services within the time specified, or within reasonable time as interpreted by the VPRJ Superintendent, or failure to make replacements/corrections of rejected articles/services when so requested, immediately or as directed by the VPRJ Superintendent, shall constitute authority for the VPRJ Superintendent to purchase in the open market articles/services of comparable grade/quality to replace the services, articles rejected, and/or not delivered. On all such purchases, the Contractor shall reimburse VPRJ, within a reasonable time specified by the VPRJ Superintendent, for any expense incurred in excess of contract prices. VPRJ shall be entitled to withhold such reimbursement from payments due the Contractor under the Contract. Such purchases shall be deducted from the Contract quantities if applicable. Should public necessity demand it, VPRJ reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the VPRJ Superintendent.

**38. Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy, or by any other circumstances which, in the Procurement Agent's opinion, are beyond the control of the Contractor. Under such circumstances, however, the Procurement Agent may, at his or her discretion, cancel the contract.

**39. Responsibility for Supplies Tendered:** Unless otherwise specified in the solicitation, the Contractor shall be responsible for the materials or supplies covered by the Contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after the date of notification, VPRJ may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

**40. Replacement:** Materials or components that have been rejected by the VPRJ Superintendent, in accordance with the terms of a Contract, shall be replaced by the Contractor at no cost to VPRJ.

**41. General Guaranty:**

Contractor agrees to:

- A. Save the VPRJ, its agents, and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee, or owner.
- B. Protect the VPRJ against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work, or to the work of other contractors, for which his or her workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of James City County.
- E. Protect the VPRJ from loss or damage to VPRJ-owned property while it is in the custody of the Contractor.

**42. Service Contract Guaranty:**

Contractor agrees to:

- A. Furnish services described in the solicitation and resultant Contract at the times and places and in the manner and subject to conditions therein set forth, provided that the VPRJ may reduce the said services at any time.
- B. Meet all industry and professional standards and enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
- C. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable rules, regulations, methods, and procedures of all government boards, bureaus, offices, and other agents.
- D. Allow services and products to be inspected or reviewed by an employee of VPRJ at any reasonable time and place selected by VPRJ.
- E. The Virginia Peninsula Regional Jail shall be under no obligation to compensate the Contractor for any services not rendered in strict conformity with the Contract.

**43. Indemnification:** The Contractor shall indemnify, keep and save harmless the VPRJ, its agents, officials, employees, and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost, and expenses which may otherwise accrue against the VPRJ in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and, the Contractor shall, at his or her own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgment shall be rendered against VPRJ in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to

indemnify, keep and save harmless and defend VPRJ as herein provided. **This indemnity shall be construed in accordance with Virginia law.**

**44. Virginia Freedom of Information Act:** All proceedings, records, contracts, and other public records relating to procurement transactions shall be open to the inspection of any citizen or any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act, except as provided below:

- A. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- B. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the VPRJ decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the Contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the VPRJ decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the Contract except as provided in paragraph "C" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- C. Trade secrets or proprietary information submitted by a Bidder, Offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the Bidder, Offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Any Offeror shall not identify as trade secret or proprietary information their entire completed proposal.
- D. Nothing contained in this section shall be construed to require the VPRJ, when procuring by RFP to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the VPRJ.

**45. Applicable Law and Courts:** The Contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and exclusive jurisdiction for the resolution of any dispute arising out of this contract shall be in the Circuit Court of Williamsburg/James City County, Virginia.

**46. Payment of Subcontractors:** Any contract awarded in accordance with Section 2.2-4352 of the Code of Virginia shall include the following provisions:

- A. Within seven days after receipt of amounts paid to a Contractor by the VPRJ for work performed by a subcontractor under the Contract, the Contractor shall take one of the two following actions:
  - 1. Pay the subcontractor for the proportionate share of the total payment received from the

agency attributable to the work performed by the subcontractor under that Contract; or

2. Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- B. A payment clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- C. An interest clause that obligates the Contractor to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the VPRJ for work performed by the subcontractor under the contract, except for amounts withheld as allowed in subdivision 1.
- D. An interest rate clause stating, "Unless otherwise provided under the terms of the Contract, interest shall accrue at the rate of one percent per month."
- E. Any such Contract awarded shall further require the Contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- F. Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the VPRJ. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

**47. General Terms and Conditions Controlling:** These General Terms and Conditions are controlling, and unless expressly provided to the contrary, any variance or inconsistency with terms elsewhere in the Contract documents shall be resolved in favor of these General Terms and Conditions and if applicable, the VPRJ's General Terms and Conditions for Professional Services.

**\*End - Revised August 30, 2024**