

Rappahannock Regional Jail
Serving: The City of Fredericksburg
and the Counties of King George, Spotsylvania and Stafford

Request for Proposals

RFP No.: 2019-ITVT

Issue Date: June 11, 2019

Title: Inmate Telephone System, Video Visitation System, Tablets, and Other Equipment

Location: 1745 Jefferson Davis Hwy, Stafford, VA 22554

The Rappahannock Regional Jail is requesting proposals from interested firms to provide the Inmate Telephone System, Video Visitation System, Tablets and other equipment for the inmates at the Jail. The Jail currently holds approximately 1,400 inmates and serves the City of Fredericksburg and the Counties of Stafford, King George and Spotsylvania. The Jail is located in the County of Stafford. The contract shall be for a term of two (2) years starting August 2019, with the option to renew automatically for three (3) additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Monday July 15, 2019, at which time they will be opened in the Procurement Department, Rappahannock Regional Jail, 1745 Jefferson Davis Highway, Stafford, VA 22554. Proposals received after 1:00 p.m. on Monday, July 15, 2019, will not be considered. **Proposal number and closing date must be printed on the outside of the envelope.**

The Rappahannock Regional Jail has determined to issue a Request for Proposals for the Inmate Telephone System, Video Visitation System, Tablets and other equipment contract as opposed to an Invitation to Bid due to the fact that the Jail felt that it was neither practical or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract and therefore the quality of service is the most important factor, and the fact that the proposers may propose different ways to provide the services requested.

An original, five (5) copies and one (1) disc or USB format of the proposal shall be submitted. Proposal number and closing date must be printed on the outside of the sealed envelope.

Where to submit Proposals:

Rappahannock Regional Jail
Attn: Lisa Edwards, Procurement Officer
1745 Jefferson Davis Highway
P.O. Box 3300
Stafford, VA 22555-3300

Requests for information relating to the Request for Proposals may be obtained by contacting:
Lisa Edwards, Procurement Officer
Email: ledwards@rrj.state.va.us
Telephone: (540) 288-5273

Requests for specific information relating to services may be obtained by contacting:

Jim Harris, Director of Information Technology
Email: jharris@rrj.state.va.us
Telephone: 540-288-5214

**RFP NO. : 2019-ITVT
Schedule**

- | | | | |
|----|--------------------------------|---|------------------|
| 1. | Post RFP eVA and Website | - | June 11, 2019 |
| 2. | Advertise/The Free Lance Star | - | June 12, 2019 |
| 3. | RFP response due at 1:00 p.m. | - | July 15, 2019 |
| 4. | Evaluation by Committee | - | July 16-29, 2019 |
| 5. | Notify contractor of selection | - | July 30, 2019 |
| 6. | Process Contract | - | August 01, 2019 |

REQUEST FOR PROPOSALS
Inmate Telephone System, Video Visitation System, Tablets and other equipment RFP
#2019-ITVT

I. RFP REQUIREMENTS AND INFORMATION

PROPOSALS MUST MEET THE FOLLOWING REQUIREMENTS TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

Proposals must be received in the Office of the Procurement Officer, Rappahannock Regional Jail, 1745 Jefferson Davis Hwy., Stafford VA 22554 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Proposers need to submit their Federal Identification Number in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required.

The Offeror's proposal MUST be manually signed in ink and returned by the proposal closing date and time along with any other requirements as specified in the RFP in order to be considered for an award.

Proposals must be in a sealed envelope and marked "RFP #2019-ITVT, "Inmate Telephone System, Video Visitation System, Tablets and other equipment"

A proposal may not be altered after opening. The proposal must stay in effect for one hundred twenty (120) days after the closing.

The contractor will be responsible for all requirements and successful performance of this contract.

A. Purpose

Rappahannock Regional Jail is hereby soliciting competitive sealed proposals from qualified firms to provide specific services described as Inmate Telephone System, Video Visitation System, Tablets and other equipment for the inmate population of the Rappahannock Regional Jail located at 1745 Jefferson Davis Hwy., Stafford VA 22554. All proposals must be compliant with all terms and conditions described in this document.

B. Inquiries

Any explanation desired by a proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, July 08, 2019 to the Rappahannock Regional Jail Procurement Officer listed below and clearly marked "Questions for Inmate Telephone System, Video Visitation

System, Tablets and other equipment for Rappahannock Regional Jail". Questions may be sent via email.

Lisa Edwards
Procurement Officer, Rappahannock Regional Jail
ledwards@rrj.state.va.us

Revisions to this RFP or answers to questions concerning this RFP will be issued as an addendum. RFP addendum(s) will be distributed to all contractors who were sent this RFP and posted on eVA and the Rappahannock Regional Jail web site. Any addendum shall become part of this RFP and part of any contract resulting from this RFP.

C. Contract Period

This contract shall be for a term of two (2) years, starting on August 1, 2019. This agreement will automatically renew for three (3) additional one-year terms unless either party gives written notice of termination at least ninety (90) days before the end of the original term. If Rappahannock Regional Jail elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract or be increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

D. Contract Administration

The Rappahannock Regional Jail will administer the contract. The successful contractor will be required to bill Rappahannock Regional Jail directly. Any problems with delivery, payment, credit, etc. will be handled directly by Rappahannock Regional Jail.

E. Prime Contractor Responsibilities

The contractor will be required to assume responsibility for all contractual services offered in this proposal whether or not the contractor performs them. Further, Rappahannock Regional Jail will consider the contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated contract. If any part of the work is to be subcontracted, responses to this proposal shall include a list of subcontractors, including business name and address, telephone number, contact person and complete description of the work to be subcontracted. Rappahannock Regional Jail reserves the right to approve or disapprove subcontractors at the time of award and throughout the contract period and to require the contractor to replace subcontracts found to be unacceptable.

F. Rejections of Proposals

Rappahannock Regional Jail reserves the right to reject any or all proposals, wholly or in part. Rappahannock Regional Jail reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of Rappahannock Regional Jail.

G. Proposal Evaluation

Rappahannock Regional Jail will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

	EVALUATION CRITERIA	WEIGHT
1.	Requirements <ul style="list-style-type: none">• Extent to which the proposed solutions satisfy the RFP requirements• Ease of use of proposed system• System support• Clearly demonstrates understanding of the work to be performed for the Inmate Telephone System, Video Visitation System, Tablets and other equipment outlined in RFP# 2019-ITVT.	30
2	Experience and Qualifications <ul style="list-style-type: none">• Financial Stability of Firm• Prior Successful experience completing a project of similar magnitude.• References• Staff, licenses, and qualifications• Team organization and amount of experience as a team	20
3	Implementation of Services/Project Management <ul style="list-style-type: none">• Project Approach• Project Plan and Schedule• Project Management• Project Team• Current Workload and ability to complete work within Rappahannock Regional Jail time restraints• System training	20
4	Commission	25
5	Quality of proposal submission/oral presentations	5
	TOTAL	100

II. GENERAL INFORMATION

This request for proposal is designed to solicit proposals from qualified firms for providing comprehensive Inmate Telephone System, Video Visitation System, Tablets and other equipment for the Rappahannock Regional Jail located at 1745 Jefferson Davis Hwy., Stafford VA 22554. The average daily population (ADP) is 1,400.

Firms responding to this RFP must have a proven and verifiable record of providing correctional telephone services with a comparable size agency and scope of operations.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered.

A contract will be awarded to a single contractor as a result of this proposal. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit Rappahannock Regional Jail to award a contract. Rappahannock Regional Jail reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time.

III. PROPOSAL FORMAT

Proposals shall be in the format described below and must include the following:

A. Section One - General Information about the Contractor

Provide general information about the company including background, experience, organizational structure, general product descriptions, etc. At a minimum, Section One shall include:

1. Letter of Transmittal
Prepare a brief letter which provides the following information:
 - a) Name and address of the Offeror
 - b) Name, title, and telephone number of the contact person for the Offeror.
 - c) A statement that the proposal is in response to the Inmate Telephone System, Video Visitation System, Tablets and other equipment RFP# 2019-ITVT.
 - d) A statement acknowledging and accepting the terms and conditions of this Inmate Telephone System, Video Visitation System, Tablets and other equipment RFP# 2019-ITVT.

- e) The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
- 2. Executive Summary
Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
- 3. Offeror's Organization and Staffing
This section shall include identification of the staff members of the project team, their duties, and responsibilities and their background and experience.
- 4. Documented Experience
The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to operate an inmate telephone system as described in the Inmate Telephone System, Video Visitation System, Tablets, and other equipment RFP# 2019-ITVT.

B. Section Two - Current and Previous Contracts

Provide information about the company's current and previous contracts or business, legal actions against the company, and audited financial statements. As a minimum, Section Two shall include:

- 1. Current Contracts or Business
List facility name, city, state, and type of correctional institutions (jail, prison, or detention center) where Offeror is providing an Inmate Telephone System, Video Visitation System, Tablets and other equipment and the length of time that each contract has been in effect. This information must be submitted on the Client Reference in Attachment B.
- 2. Previous Contracts or Business
List facility name, city, state, and type of correctional institutions (jail, prison, or detention center) where Offeror has terminated Inmate Telephone System, Video Visitation System, Tablets and other equipment, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.
- 3. Legal Action
Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.
- 4. Audited Financial Statements

Provide audited financial statements for the most recent fiscal year and previous year to support the Offeror's financial capability to undertake and complete the performance of the contract. If the company is a subsidiary or division of a corporation, the relationship of the Offeror must be clearly delineated in the proposal.

C. Section Three - Offeror's Work Plan

Describe in detail the Offeror's work plan and proposal for satisfying all RFP requirements. At a minimum, Section Three shall include:

1. Actions the Offeror will take to start up and provide ongoing Inmate Telephone System, Video Visitation System, Tablets and other equipment for the Rappahannock Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Inmate Telephone System, Video Visitation System, Tablets and other equipment.
2. Procedures for dealing with staff/inmate and public complaints and methods for minimizing the potential for inmate litigation regarding inmate telephone, video visitation and tablet related issues.

D. Section Four - Offeror's Products and Pricing

Describe your billing and collection process based on the following criteria:

1. How calls are billed and who is the billing company.
2. Explain the billing process for the collection, rating, sorting, distributing, and billing of calls.
3. The types of payment options available to the called parties
4. Please disclose all fees associated with establishing debit and pre-paid accounts (ex: transaction fee, refund fee, etc.).
5. Please detail the process for obtaining a refund for any remaining or available balances on a debit and/or pre-paid accounts.
6. Please specify the timeframe it takes for a debit and/or prepaid account to become dormant.
7. Please describe what happens when a debit and/or prepaid account becomes dormant.
8. Please indicate whether Offeror offers a direct bill option.
9. Please describe Offeror's policy when the remaining balances on a debit and pre-paid is not sufficient to make a 1-minute call.

E. Section Five - Exceptions and Deviations

Provide a statement expressing the Contractor's understanding and willingness to comply with all provisions of the RFP. If there are provisions of the RFP that the Contractor is unwilling or unable to comply with, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the reason for non compliance. If there are provisions of the RFP where the Contractor would like to propose an alternative solution, the Contractor shall identify the paragraph number, list the provision in its entirety and provide the alternative solution.

F. Section Six - Technology Enhancements and Other Services

Offeror may use this section to describe technology enhancements, software applications, other services, etc. that are available through or recommended by the Offeror (i.e., booking kiosk, body scanners, cell phone detectors).

G. Offeror Notification

The successful Offeror shall be notified in writing no later than July 30, 2019

H. Evaluation and Selection

Evaluation and selection of an Offeror will be based on the information submitted in the proposals plus any required oral presentations and demonstrations. There may be further information required for clarification purposes after the proposals are submitted.

A committee designated by Rappahannock Regional Jail will evaluate all proposals submitted in response to this RFP.

Rappahannock Regional Jail reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver, or advertisement would be in the best interest of Rappahannock Regional Jail. Rappahannock Regional Jail also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Rappahannock Regional Jail's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

I. Delivery

Bidder's ability to meet delivery requirements and other criteria as it pertains to the specific RFP. Rappahannock Regional Jail will consider any other factors that are in Rappahannock Regional Jail's best interest

IV. OFFEROR PARTICIPANT CONSIDERATIONS

A. Contractor Qualifications

To qualify for this contract, the Contractor should:

1. Demonstrate that the Contractor has experience providing inmate telephone services in jails, prisons, or detention centers with an average daily inmate population of 1000 or more.
2. Demonstrate financial stability.
3. Have operated under the same business name for the last three (3) years.
4. Demonstrate that the Contractor has the corporate staffing and organizational structure required to support the contract.

B. Geographic Scope

The Contractor must identify the geographic scope of the firm, whether local, state, regional, national or international. If the company is not local, it must identify the location of the closest office designated to provide project support, supervision, and oversight. Contractor must provide details regarding off-site resources dedicated to this contract.

C. Client References

Each submission must include a minimum of five (5) current client references with the client's name, address, telephone numbers, name and email of client contact, number of years under contract, and if the contract is active or non-active. References must be from contracts with jails, prisons, or detention centers with average daily inmate population greater than 1000. This information must be provided or the submission may be disqualified. Include Attachment B, Client References with submission.

D. Software Interface Application

Each submission must include a detailed list of software interfaces created that are currently in use. Interface references must be from contracts with jails, prisons, or detention centers with an average daily inmate population greater than 1,000. Contracts with reference jails, prisons, or detention centers must have been in effect for at least one year and at least five of the references must be from current contracts. This information must be provided or the submission may be disqualified. Include Attachment C, Software Interface References.

V. SCOPE OF SERVICES – GENERAL REQUIREMENTS

The Offeror shall furnish, install and maintain telephones, video visitation, tablets and other equipment for use by inmates at the Facility. The Offeror shall provide all telephone services to the inmates utilizing the Offeror's Inmate Telephone System (ITS), Video Visitation System (VVS) and Tablets in accordance with those requirements and provisions set forth in this RFP.

A. General Requirement for Inmate Telephone System

1. The system shall be a Web-Browser-Based, easy to use application.
2. The proposed system shall only allow outgoing calls.
3. The proposed system shall allow inmate calls to be restricted up to 15 minutes.
4. The proposed system must require active acceptance by the called party.
5. The system shall permit a free call to a number designated by Rappahannock Regional Jail.
6. The system shall provide a dedicated line at Rappahannock Regional Jail for the Prison/Rape Elimination Act ("PREA") Hotline.
7. The system shall provide, at no charge, portable inmate phone system compatible Text Telephones and/or Video capable phones pursuant to requirements of the Americans with Disabilities Act (ADA) where required.

B. Station Equipment Specifications

1. The ITS shall be capable of providing all operational features and system requirements applicable to all calls placed through the system, including local, long distance, and international calling.
2. Each call, having been identified as being placed through the Offeror's ITS, shall be delivered to the called party as a collect call, debit and/or pre-paid call.
3. Telephone station equipment shall be powered by the telephone line and require no additional power source. A power source will be available at the demarcation location.
4. Offeror agrees to install the quantity of telephones, enclosures and/or pedestals required by Rappahannock Regional Jail.
5. The ITS shall comply with all Federal Communication and Utility Commissions regulations. The inmate telephone sets shall be stainless steel (or equivalent strength) and shall be sturdy, non-coin, vandal resistant and armored. In addition, the telephone sets shall be composed of durable, tamper-free equipment suitable for a correctional/detention environment. The telephones must contain no removable parts.

6. The Offeror shall provide a sufficient number of telephone/trunk lines to the ITS to allow inmates the opportunity to place calls 99.5% of the time.
7. The Offeror shall provide telephone reception quality at least equal to the toll quality offered to the general public and shall meet telecommunication industry standards for service quality. A minimum of twenty (20%) percent of the telephone sets must be of the “amplified” or volume controlled sort. The Offeror shall accept Rappahannock Regional Jail’s decision regarding whether the reception quality meets industry quality standards.
8. Call acceptance by the called party shall be accomplished for all collect, debit, and pre-paid calls through caller confirmation (positive acceptance). Voice recognition is not an acceptable method for positive call acceptance. The ITS shall be able to recognize and distinguish standard or irregular busy signals, standard or irregular ringing signals, answering machines, cellular telephones, pagers, operator intercepts, quick disconnects, chain dialing, no voice from called party, etc. Offeror shall provide information on how the proposed ITS will meet this requirement.
9. The ITS shall monitor the switch hook of the inmate telephones and if the switch hook is depressed at any time, the call will be disconnected or an internal dial tone should be activated to prevent fraud. Offeror must assume all responsibility for fraud.
10. During the call set up process, the ITS shall provide a pre-recorded announcement identifying:
 - a) That the call is coming from a specific inmate at the Facility.
 - b) That the call “may be monitored and recorded.”
11. The ITS shall provide a recording at the beginning of all collect calls clearly identifying the call as a collect call to the called party. This recording must be free of any toll charges.
12. Offeror must indicate how much time is allowed for the inmate to record his/her name when placing a call and how many times the system will play the message to the called party prior to termination. The ITS shall have the capability to configure the time allowed for the inmate to record his/her name.
13. The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language utilizing a simple code. Offeror shall indicate whether the called party will be able to select the preferred language for call prompts.
14. Written dialing instructions in both English and Spanish must be permanently and prominently displayed on or near each inmate telephone.

15. The Offeror shall subscribe to the Local Exchange Carrier (LEC) Line Information Screening Data Base (LIDB). The Offeror shall query this database for each inmate call and process only those calls which do not have Billed Number Screening (BNS). The Offeror must assume all responsibilities for the cost and the accuracy of validation.
16. The ITS shall provide a recording back to the inmate which details why a call was not completed. Please provide a list of the available recordings.
17. The ITS shall have the capability to allow two (2) free, completed local telephone calls per inmate from the booking phones at Rappahannock Regional Jail. When inmates are released and then rebooked; the ITS shall be capable of allowing the inmate another two (2) free, completed local telephone calls from the booking phones.
18. Offeror shall indicate whether the ITS can be configured to allow the inmate to remain muted while being able to hear the call progress (ex: ringing on the line, voicemail pick-up, etc.)
19. The ITS shall have the capability to program a specific speed dial code to selected numbers as determined by Rappahannock Regional Jail.
20. Offeror must indicate how calls to rotary telephones are handled to ensure completion of all calls.
21. Offeror must specify how international calls are processed and whether international collect calls can be completed via the proposed ITS.
22. Offeror must specify the process for completing those calls that would normally be blocked because of cell phones and un-billable issues. Offeror shall also identify the percentage of calls on an average basis that do not pass validation because of cell phones and un-billable issues.
23. The ITS shall, upon request by Rappahannock Regional Jail, provide specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. The following reports shall be available for monitoring and billing purposes:
 - a) Monitoring reports that can be provided or sorted by any or all of the following criteria:
 - 1) Daily statistical reports
 - 2) Housing Unit
 - 3) Originating number
 - 4) Terminating number
 - 5) Date of call
 - 6) Time of day
 - 7) Length of call

- 8) Type of call
- 9) PIN number
- 10) Frequently called numbers (for all numbers called more than 5 times in one day)
- 11) Common numbers called (for all numbers called by more than one inmate)
- 12) Originating station
- 13) Bill type
- 14) Calls not passing validation
- 15) Inmate Name

b) Billing reports that can be provided or sorted by any or all of the following criteria:

- 1) Call detail report
- 2) Amount charged per call
- 3) Gross revenue
- 4) Daily statistics
- 5) Monthly statistics
- 6) Called party/number accepting report
- 7) Fraud/velocity report
- 8) Separate Housing Unit totals and statistics
- 9) All Housing Unit totals and statistics
- 10) Total calls
- 11) Calls by date
- 12) Pre-paid report
- 13) Debit usage report
- 14) Bill and call type distribution
- 15) Time of day
- 16) Length of a call
- 17) Calls being denied by validation
- 18) Adjustment/refund report
- 19) Commission Rate
- 20) Commission
- 21) Revenue

c) Quarterly Reporting shall include the following:

- 1) Fiscal Period
- 2) Revenue
- 3) Intrastate Revenue
- 4) Commissionable Revenue
- 5) Commission

24. The ITS shall also provide the capability to customize reports in a form mutually agreed upon by Rappahannock Regional Jail.

25. The system platform data storage shall be stored in a minimum of three (3) locations to avoid any possibility of call detail records being lost.
26. The ITS shall store all call detail records, including all attempted and completed calls through the ITS for the term of the contract. Rappahannock Regional Jail shall have access to all call detail records from any workstation based on the user's access level.
27. The ITS shall have the capability to perform remote diagnostics to the ITS to determine if a problem is with the telephone unit or with the telephone line. Remote diagnostic tests shall be, at a maximum, run one time each day on each telephone.
28. The ITS shall be TCP/IP compatible and allow multiple operators simultaneous access while maintaining adequate security to prevent unauthorized use and access.
29. The Offeror shall provide accommodations necessary to comply with ADA requirements, including, but not limited to: providing telephones which are accessible to persons in wheelchairs and providing systems that are compatible with (TDD/TTY/) for the deaf or hard of hearing as identified by the Rappahannock Regional Jail. The Offeror shall provide the requested number of TDD/TTY units as mutually agreed upon. The Rappahannock Regional Jail reserves the right to modify the number of units based on prisoner population needs at no additional cost to the Rappahannock Regional Jail.
30. The Offeror will provide the most up to date TDD/TTY system as agreed upon by the Rappahannock Regional Jail and the Offeror, or a functionally equivalent model as approved by the Rappahannock Regional Jail. The Offeror's call processor will connect to a circuit that has the capability of accessing a TDD/TTY relay center. The system will have a centrally managed database with all relay centers' contact information. These numbers will allow inmates to process messages without voice overlays. The contractor will keep the exception table current. Any number not in this list will have a voice overlay. The Offeror will work closely with the Rappahannock Regional Jail to ensure that the security features designed into standard calling practices are incorporated into the calls made by inmates through the relay centers. This includes recordings, blocked numbers, PINs, and PANs. Offeror must provide a list of all mobile devices that are compatible with the PTS.
31. To assist hearing impaired inmates, amplified volume control is a required feature of the proposed PTS. In addition, the telephone keypad must be ADA compliant with a "raised bump" on the number 5 button to assist visually impaired inmates.
32. The Offeror shall provide a solution for Video Relay Service (VRS) utilizing an established video relay service provider at no cost to the Rappahannock Regional Jail. The use of VRS will be restricted to inmates designated by Rappahannock

Regional Jail. There will be no additional costs to the called parties or the inmates for the use of this service. The VRS system must connect to the Offeror's System and have the ability to restrict calls via a Personal Approved Numbers (PAN) List. The VRS solution must allow the prisoner to use a handset if needed. All calls made using the VRS Service will be documented in the system in the same manner as voice calls as outlined in this contract. The video will be recorded, retained, and available for Rappahannock Regional Jail Staff for 45 days except attorney calls and those identified by Rappahannock Regional Jail.

33. The ITS must offer the called party an option to receive a rate quote during the call set-up process. The ITS must repeat the options to the called party a minimum of two (2) times during the initial call process.
34. Offeror shall have the capability to establish an informant line. Calls to the informant line shall be free and shall be routed via the ITS to a destination designated by Rappahannock Regional Jail.
35. The Offeror is solely responsible to ensure they are registered with the Virginia Cooperation Commission and telephone exchange in the Commonwealth of Virginia. Additionally, it is the contractor's responsibility to maintain a Telephone Relay Service (TRS) and as appropriate a Video Relay Service (VRS) through the life of the contract. An outage of the TRS will be considered a telephonic failure as it relates to this contract and the Service Level Agreements.
36. Offeror shall work with Rappahannock Regional Jail on the implementation of a reporting line which complies with the Prison Rape Elimination Act (PREA) of 2003. At a minimum, Offeror shall:
 - a) Provide free calls via the ITS to a phone number designated by Rappahannock Regional Jail, which may be the same as the Facility's informant line.
 - b) Provide a telephone line at no cost to Rappahannock Regional Jail dedicated for the PREA calls to which the calls will be routed as free.
37. Offeror must describe how printed information will be provided.

C. Personal Identification Number (PIN)

The proposed system shall utilize Personal Identification Numbers (PIN) for the inmates. Describe your system's use of PINs, including Open PIN, Restricted PIN, and Closed PIN.

1. The proposed system shall prevent duplicate PINs.
2. The PIN application shall interface with the ITS using all of the features and functionalities described herein.

3. The ITS shall have the capability to provide collect, debit, and pre-paid station-to-station calling utilizing a PIN.
4. The ITS shall have the capability to provide Personal Allow Numbers lists (PANs) associated with each PIN. These PANs shall store a set quantity of allowed telephone numbers for each inmate.
 - a) Offeror shall indicate whether the proposed ITS will provide updates and history of PANs entries.
 - b) Offeror shall indicate how attorney phone numbers are stored with the PAN application and whether the attorney phone numbers count against the set quantity of allowed telephone numbers for the individual inmate.
5. The ITS shall be capable, upon request by Rappahannock Regional Jail, of providing specific information for tracking inmate calling activities and calling patterns by individual telephone numbers. At a minimum, the following reports shall be available for monitoring purposes:
 - a) PANs per inmate or identifying number
 - b) Calls by PIN or other identifying number
6. The ITS shall have the capability to interface with Rappahannock Regional Jail's Jail Management System (JMS) at no cost to Rappahannock Regional Jail so that the inmate PINs will be automatically transferred to the ITS. If Rappahannock Regional Jail elects the interface option, Rappahannock Regional Jail shall not be responsible for entering PIN numbers into the ITS when new inmates are added. Offeror shall indicate the interface requirements necessary to meet this requirement. The current JMS provider is Securus (XJail).
7. The PIN numbers shall be stored in a database that is accessible to designated users, depending upon the user's password level.
8. The ITS shall include, at a minimum, an alert system that will detect and prohibit an attempted call made to a restricted number, an attempted call using a restricted PIN, or an attempted call made from a restricted telephone.
9. The ITS shall be capable of transferring inmate information (ex: PINs, PANs, etc.) from one Rappahannock Regional Jail Housing Unit to another without requiring manual re-entry of the inmate's information.
10. The ITS shall be capable of documenting the date/time when an individual PIN entry was added or modified in the ITS and document the user making the change.

D. Fraud Management

1. The proposed system shall detect and prevent three-way or conference calls. Provide any patent that you may have which applies to this feature.
2. The proposed system shall prevent the inmate from receiving a second dial tone, or "chain-dialing."
3. The proposed system shall detect any extra digits dialed by the inmate after the party has accepted the call. Please describe process.
4. The proposed system shall have the capability to remotely survey inmate calls and be able to transfer specific calls in progress to investigators.
5. The proposed system shall brand each call with the name of the facility and the inmate placing the call.
6. The proposed system shall continue to play the branded recording at random intervals throughout the call.
7. The proposed system shall guard against "Hook-Switch Dialing," and other fraudulent activities. Please describe.
8. The proposed system shall permit the called party to block all future calls from that particular inmate or from the facility.

E. Investigative Tools

1. Telephone Monitoring: Chosen configuration will allow for immediate, real-time live monitoring of calls in progress. The configuration must allow access to all features and tools from the applicable desktop client. Offeror must provide 100% support for any options provided.
2. Offeror will host a secure external system for monitoring telephone calls. Calls can be monitored from any authorized PC using a web browser and proper credentials.
3. Offeror shall provide equipment that has keyword search capabilities.
4. Please provide any additional investigative tools, features, or creative solutions that might be available to the Rappahannock Regional Jail.

F. Phone System Security

1. The proposed system must be programmed for auto shut-off at times designated by the Rappahannock Regional Jail.

2. The Rappahannock Regional Jail personnel must be able to manually shut down all or any part of the system.
3. The proposed system shall be password protected to permit only appropriate authorized personnel access to the system.
4. The ITS shall prohibit direct-dialed calls of any type.
5. The ITS shall prohibit access to a line operator for any type of calls.
6. The ITS shall prohibit access to "411" information service.
7. The ITS shall prohibit access to 800 and 900 type services.
8. The ITS shall prohibit access to multiple long distance carriers via 950, 800 and 10 10-XXX numbers.
9. The ITS must be able to be shut down quickly and selectively. Rappahannock Regional Jail must be able to shut down the ITS by cut-off switches at several locations including, but not limited to:
 - a) At demarcation location
 - b) By central control
 - c) By select housing units
10. The ITS shall be capable of taking an individual station out of service without affecting other stations or units.
11. The ITS shall prevent any inmate telephone from receiving any incoming calls. The Offeror shall work with the local exchange carriers (LECs) to ensure such control. Offeror shall provide a detailed explanation regarding the information which is displayed on the called party's caller ID each time a call from the Facility is placed.
12. The ITS, upon detection of a three way call (call forwarding and conference calls, etc.), shall have the capability to flag and/or terminate the call immediately. Three-way calls shall be flagged in the call detail records as "three-way call."
 - a) Please indicate whether the ITS plays a message to the inmate and/or the called party prior to terminating the call.
 - b) Please specify the method used by the Offeror to detect three-way calls.
13. Rappahannock Regional Jail prefers that the ITS has the capability to detect and terminate Remote Call Forwarding calls. If Offeror's ITS is unable to detect Remote Call Forwarding, please provide the status of Offeror's research and development relative to detection of Remote Call Forwarding.

14. The ITS shall have the capability of answer detection.
15. The ITS shall be capable of limiting the length of a call, providing the dial tone at certain times of the day, and allowing a maximum number of minutes or seconds per inmate, per month. The current call time limit is fifteen (15) minutes.
16. In all circumstances, the ITS shall limit the inmate to a single call request. The ITS shall always require the inmate to disconnect the call in progress and initiate another call.

G. Phone System Reports

1. The Offeror shall supply the capability for the facility to view and track call activity, commission information, and facility service requests from practically any location at any time via a web accessible site.
2. The Offeror shall supply call detail reports to the Rappahannock Regional Jail. These reports shall contain a variety of call information and be customizable to suit Rappahannock Regional Jail's needs.
3. Offeror shall attach samples of their call detail and other standard reports.
4. Offeror shall provide secure access to all calling activity via the web accessible site. The hosted site will need to provide an interface that will allow the facility to view call detail reports and check and track the facility commission data. This system should also allow authorized individuals to open and/or view the status of service tickets.

H. Service and Maintenance

1. Provide two onsite representative 40 hours per week who will handle all inmate problems with the Inmate Telephone System, Video Visitation System, Tablets and other equipment as outlined. This will include liaison duties between the ITS tech support, phone technician, inmate and inmate families, our member jurisdictions and the public. The representatives will handle all technical issues with call recording terminals at the facility and member jurisdictions while working with the ITS technical support. The representative will also complete all requests for inmate telephone recordings that cannot be completed by a member or outside jurisdiction. The representative will also work directly with member jurisdictions to assist with any issues they have with retrieving recording or other data. The representatives will serve as the "Custodian of Records" for the ITS and will be subpoenaed by courts to validate recordings.

2. The Offeror shall provide backup personnel to be on-site during the absence of the 40-hour representatives. Example: Should the representative be off site for a period of time for vacation, sick leave, and court appearances, the need to have a backup representative will be mandatory.
3. Offeror shall provide a 24-hour toll-free service number.
4. Offeror shall provide service policies and procedures as an attachment to this proposal.
5. Describe the maintenance and quality assurance programs for telephones to be installed.
6. It is solely the Offerors' responsibility to provide installation and maintenance of the ITS which includes all wiring at the facility.
7. There will be no equipment installation charges to Rappahannock Regional Jail.
8. Detail the method of determining service interruptions and service call priorities. List the response time for each priority and the level of expertise devoted to each priority.
9. List the service office responsible for the facility.
10. The Offeror shall provide the necessary labor, parts, materials, and transportation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to Rappahannock Regional Jail for maintenance of the ITS.
11. The Offeror shall maintain all cable related to the ITS, whether pre-installed or newly installed at no cost to the Rappahannock Regional Jail.
12. The Offeror will respond to repair requests from Rappahannock Regional Jail by arriving at the site promptly after reasonable notice has been given on a twenty-four (24) hours a day, seven (7) days a week, 365 days a year basis.
13. Repairs or replacement shall be started by a qualified technician within four (4) hours following notification of ITS failure. The Offeror must exhibit to Rappahannock Regional Jail a best effort approach to completion of the repairs or replacement during the first twenty-four (24) hours following notification of a problem. Rappahannock Regional Jail shall be notified of progress and or delays in progress until there is resolution of the problem. Offeror shall notify Rappahannock Regional Jail any time a technician will be dispatched to the Facility.

14. Rappahannock Regional Jail may cancel the Agreement with Offeror if Offeror has not solved a service problem within ten (10) days of the Offeror receiving notice of the problem from Rappahannock Regional Jail.
15. A complete list of contractors/subcontractors, managers, administrators, technicians, etc. must be provided to Rappahannock Regional Jail. This includes a complete list of business, cellular, or other means of contact. The Offeror's management home and emergency telephone numbers must also be furnished. Offeror shall provide a copy of the current repair procedure policy for both normal maintenance and emergency outages.
16. Either party shall report to the other party any misuse, destruction, damage, vandalism, liability, etc. of the ITS. Offeror will assume liability for any and all such damages. In addition, Offeror shall ensure that all inmate telephones are operable and maintained at an acceptable level at all times.
17. All issues surrounding the ITS service shall be reported by Offeror to Rappahannock Regional Jail or its Designee promptly.

I. Installation and Cut-Over

1. The contractor will provide inmate phone sets, the remote administration station, the automated inmate call control system, remote system access via the web, and the system and insure that they are working properly. This installation is to be completed within thirty (30) days after award of the contract.
2. Offeror shall submit a complete and detailed schedule of the time frame required for installation, utility coordination, training, cut over, and testing. The system must be installed in a manner and under a time frame designed to minimize disruption of the normal functioning of the facility.
3. If the schedule cannot be met within the 30 days stated above, the contractor must propose an installation schedule of events. Failure to state installation time in the bid will obligate the contractor to complete installation as required in the bid. Extended installation time may be considered when in the best interest of the Rappahannock Regional Jail.
4. Due to Offeror's action(s), if any installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Offeror may incur liquidated damages in the amount of three hundred dollars (\$300.00) per day for each day beyond the installation date. In no event will natural disasters or acts of God cause Offeror to incur liquidated damages.

5. Should Offeror incur liquidated damages, Rappahannock Regional Jail will send an invoice to the Offeror. Payment of the invoice shall be made to Rappahannock Regional Jail or its Designee within thirty (30) days of Offeror's receipt of the invoice.
6. The Offeror agrees to obtain Rappahannock Regional Jail's written permission before proceeding with any work that requires cutting into or through girders, beams, concrete or tile floors, partitions or ceilings, or any work that may impair fireproofing or moisture proofing, or potentially cause any structural damage.
7. The Offeror agrees to assume responsibility for installation of the equipment in accordance with the specifications contained in the manufacturer's installation instructions.
8. Use of existing or in-place conduit, raceways, cable ways, cable, inside wiring, telephone set mountings, switches, terminal boxes, and terminals within the Facility are at the risk of the Offeror. No exposed wiring will be permitted in inmate housing areas. Ownership of any wiring or conduit placed under this Agreement by the Offeror becomes Rappahannock Regional Jail's property upon termination and/or expiration of the Agreement.
9. The Offeror agrees that if any cabling work is required as part of any installation, all new cables shall be used and marked clearly and legibly at both ends, and must meet all applicable EIA/TIA wiring standards for commercial buildings.
10. The Offeror shall install additional telephones, monitoring, and recording equipment as needed at no cost to Rappahannock Regional Jail. This shall be done throughout the Agreement term and all subsequent renewal terms.
11. The Offeror shall provide and install adequate surge and lightning protection equipment on all lines used for the ITS. Offeror shall be responsible for maintaining, replacing, or upgrading the surge and lightning protection at no cost to Rappahannock Regional Jail.
12. Installation of all telephones and related equipment shall be accomplished during normal business hours at Rappahannock Regional Jail or as otherwise specified by the Administrator.
13. The Offeror shall clean up and remove all debris and packaging materials resulting from work performed.
14. The Offeror shall restore to original condition any damage to Rappahannock Regional Jail's property caused by maintenance or installation personnel associated with the Offeror, including repairs to walls, ceilings, etc.

15. The Offeror agrees to install, repair, and maintain all Offeror provided equipment and lines, including, but not limited to, any wiring or cable work required throughout the facility at no cost to Rappahannock Regional Jail. All Offeror-provided equipment, installation, maintenance and repair costs as well as all costs or losses due to vandalism shall be the total responsibility of the Offeror.
16. Upon completion of the initial installation and any ongoing installations, Offeror must provide Rappahannock Regional Jail and its Designee with a list of telephone numbers, equipment specifications, and locations of each unit.
17. Offeror must indicate any environmental conditions required for the proposed call processing equipment. Offeror shall specifically provide a recommendation for addressing the temperature in the phone room at the facility. Any repairs required will be at no cost to Rappahannock Regional Jail.
18. Offeror must indicate the physical size of any call processing equipment to be installed at the Facility.
19. Any delay in the implementation of the contractor's schedule that is caused by Rappahannock Regional Jail will increase the contractor's time allowance to complete installation but, the contractor must submit a complete and detailed schedule of additional time required.
20. The contractor will assume the risk of loss and or damage during shipment, unloading, and installation of any and all equipment.

J. Call Monitoring and Recording

1. Any communication between the inmate and the called party must have the capability of being recorded.
2. Communication between the inmates and their attorney's office should not be recorded. The system must allow the facility to identify phone numbers that should not be recorded.
3. Authorized individuals must be able to search call recordings by dialed number, date, time, inmate account, or site ID.
4. Authorized individuals must be able to simultaneously listen to and record conversations.
5. Recordings must be backed up for archival purposes. Please describe system utilized.

6. The ITS shall allow Rappahannock Regional Jail staff to remotely monitor live conversations and to access call recordings.
7. The ITS shall be capable of permitting full monitoring and recording of all calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client restrictions. The ITS shall have the capability to exclude those calls.
8. The ITS shall comprehensively record all calls. At a minimum, Rappahannock Regional Jail shall have the capability of playing back a recorded call. All call recordings shall be stored for the term of the contract. The Offeror shall be responsible for supplying all backup disks/CDs/media for the storage of call recordings at no cost to Rappahannock Regional Jail throughout the life of the Agreement and any renewal terms.
9. The monitoring and recording of calls shall be selectively programmable by one or all of the following:
 - a) Inmate Telephone
 - b) Housing Unit
 - c) Start and Stop Time and Date of Call
 - d) Called Number
 - e) PIN
 - f) Inmate Name
10. The ITS shall be capable of showing real time call activity. This activity shall be detailed by date of call, start time of call, stop time of call, originating telephone station number and called number.
11. Rappahannock Regional Jail requires an onsite workstations under this RFP for the onsite Offeror's employees. Access to the ITS shall be completely web-based. Offeror shall provide a detailed description of how access to the ITS can be accomplished.
12. The ITS shall allow for the manual set up of the monitoring and recording connection on an as needed basis. The ITS shall have the capability to select a particular telephone number for recording or monitoring while a call is in progress.
13. The ITS shall provide for simultaneous playback of recorded calls and continuous recording of live conversations. It is mandatory that the playback of any selected channel must be accomplished while continuing to record all input channels.
14. The ITS shall provide for continuous on-line diagnostics and continuous supervision, as well as local remote offline system control access for advanced

programming and diagnostics. Access to the built-in advanced diagnostics and program control shall be accessible via modem or broadband internet by service center personnel and shall provide failure reports, service history, and other diagnostics.

15. The ITS shall provide the capability to copy the conversations onto a storage device in audio format with tamper free capabilities.
16. Time and date entries for each recorded conversation shall be displayed on a per channel basis. The ITS shall display all conversations in chronological order to facilitate research and playback.
17. At the request of Rappahannock Regional Jail, Offeror shall provide remote access to the ITS at no cost. The provision of remote access shall allow Rappahannock Regional Jail the same features and functionalities permitted by the user's level of access.
18. The Offeror shall provide an uninterrupted power supply source to ensure there is no loss of recordings or real time call data in the event of a power failure.

K. Technical Specifications – Video Visitation System

Scope of Work – Video Visitation System

The purpose of this install is a video visitation system that allows inmates to access terminals inside the inmate living areas for video and audio visitation with a visitor (either locally or remotely over Internet connections). The purpose is also to install a visitation management system that will automate the scheduling, check-in, and tracking of visitations. The system furnished shall be of advanced technology with state-of-the-art equipment provided. Offeror must own the product solutions as an integrated package. Offeror must confirm product solutions are part of an integrated solution owned by Offeror.

Offeror shall provide computer based Video Visitation as part of the Inmate Telephone System, Video Visitation System, Tablets, and other equipment. Video Visitation shall have the ability to provide onsite as well as internet video visitation to families of inmates. The Offeror shall provide all equipment, fiber cable backbone structure, and software at no cost to Rappahannock Regional Jail. Ownership of any wiring or equipment placed under this Agreement by the Offeror becomes Rappahannock Regional Jail's property upon termination and/or expiration of the Agreement. Offeror shall adhere to Rappahannock Regional Jail Policy & Procedures for inmate visitation. The system will need to have the capability of integrating visitation phone recording capabilities and online scheduling for established visitation schedule currently utilized.

Housing Units and Stations

The locations and number of facility visitation stations initially required are listed below, but may need to be adjusted during the course of the contract to accommodate significant changes in inmate population and/or visitation demand.

FACILITY HOUSING UNITS AND NUMBER OF STATIONS REQUIRED

Housing Unit	Quantity of Video Stations
A	12
B	12
C1	3
C2	3
C3	3
C4	3
D1	3
D2	3
D3	3
D4	3
D5	3
AD SEG	1
FHP1	3
MEDICAL	2
PUBLIC VISITATION	54

1. VIDEO VISITATION SYSTEM DESCRIPTION (HEREIN KNOWN AS VVS)

Provide all labor, equipment, materials, software, installation, configuration (hardware, software, and networking), documentation, testing, and training of the VVS as required herein and on the drawings.

VVS shall be an Internet Protocol (IP) based system. All video and audio streams between the stations shall be transmitted over TCP/IP/Ethernet. Any systems that utilize analog audio/video matrix switching devices are not acceptable.

2. VIDEO VISITATION STATIONS, NETWORK AND SERVERS

All video visitation station components must be field replaceable by facility staff or by the VVS Offeror. All video visitation station components must be nonproprietary and, at minimum, meet the following requirements:

Visitor Stations

- Corrections grade wall mountable enclosure
- Minimum of 17" color monitor
- USB webcam
- Detention grade audio handset with cable lanyard
- Available with sloped top
- Available with minimum of 7/16" safety glass
- Enclosure shall be wall mounted with a minimum of 4 lag bolt locations and openings for two 4-square boxes in the rear.
- The enclosure shall not have any openings exposed to inmate or visitor, unless it utilizes an indirect venting system for heat dissipation.
- Option for second handsets
- Option for handset volume control
- Videoconferencing Codec Hardware
- 4GB Hard Drive or better
- 2GB of RAM or better

Videoconferencing Codec will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:

- Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc.
- Must have built in embedded Cisco Jabber CODEC which communicates with Cisco's Unified Call Manager and meets the following specifications:
 - Bandwidth - Supported from 24 kbps up to 8 Mbps

Video standards

- H.264
- H.263+
- H.263

Video system must allow users to view other party in full screen mode without sacrificing video quality.

Video Resolution & Frame rates: The available resolution at any time depends on the video source, the available bandwidth, and the processing power of the computer.

Native NTSC:

- 400p (528 x 400 pixels)
- 4SIF (704 x 480 pixels)
- SIF (352 x 240 pixels)

Native PAL:

- 448p (576 x 448 pixels)
- 4CIF (704 x 576 pixels)
- CIF (352 x 288 pixels)
- QCIF (256 x 144 pixels)
- SQCIF (128 x 96 pixels)

Native PC Resolutions:

- XGA (1024 x 768 pixels)
- VGA (640 x 480 pixels)
- QVGA (256 x 144 pixels)

Wide Resolutions:

- w1080p (1920 x 1080 pixels)
- w720p (1280 x 720 pixels)
- w576p (1024 x 576 pixels)
- w448p (768 x 448 pixels)
- w288p (512 x 288 pixels)

Audio standards

- MPEG4 AAC-LD; 48 kHz, 64 kbps
- G.722.1; 24 kbps
- G.722.1; 32 kbps
- G.711 a-law
- G.711 mu-law

Inmate Stations

- Correction grade steel wall mountable enclosure with option to attach to existing correctional industry standard “mini-phone” wall mount bracket
- Interchangeable front faceplate for height range 5’3” – 6’3”
- Minimum 10.1” Android based quad core tablet
- Multi-touch capacitive screen
- Tempered glass and anti-glare screen protector
- Front facing webcam
- Quad-core processor
- 1G RAM
- 16GB NAND memory
- Customizable OS and launcher designed for corrections market to prevent unauthorized access to unapproved programs.
- Tablets will be controlled by an industry leading enterprise mobility management solution that allows for easy update and services upgrades
- Power-over-Ethernet capability with simultaneous data and power transfer.
- Wireless and wired connectivity options
- Detention grade electret audio handset with cable lanyard (dual handsets optional)
- The enclosure shall not have any openings exposed to inmate or visitor.
- Option for mobile video visitation stations
- Will contain multiple non-proprietary CODECS. CODECS to include a minimum of the following:
 - Must have built in Video Conferencing CODEC which utilizes H.323 and/or SIP protocols for open communication directly to devices from Cisco, Polycom, Lifesize etc
- Must utilize Adobe Flash - for “at home” internet visitations

All visitation recordings shall be processed and stored locally within the facility’s internal server environment or optionally, if facility desires, at a remote data center.

VVS servers shall be installed locally within the facility’s internal server environment or optionally, if facility desires, at a remote data center.

Application Server-Minimum Requirements

- Operating System: Windows Server 2012
- Database support: Oracle 11, PostgreSQL 9, SQL Server 2008
- Processor: Quad Core, 2Ghz or higher
- Memory: 16GB RAM
- Disk Storage:
 - 160GB minimum available storage space

- RAID1 for maximum up time
- SPEED of disks for database server – 15,000 RPM
- Network: 1 or more 1GB NIC (as appropriate for network)
- Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
- Remote access: RDT, VNC, VPN, Logmein.com or other connection method for support
- Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
- Redundant Power supplies for maximum up time
- PCI-Express slot for auto dialer card
- DVD Drive
- Rack Rails: 2 post / 4 post
- Approved manufacturers: Dell, HP

Recording & Storage Server (recording up to 24 simultaneous visits)

- Operating System: Linux (dedicated 160GB min. OS Partition)
 - Linux CentOS 6.x – 64bit
- Processor: 1 Six Core, 2Ghz or higher
- Memory: 16GB RAM
- Network:
 - One or more 1GB NIC
 - If applicable, connection to SAN or other external storage device
- Local Access: KVM, or monitor, keyboard & mouse (for initial OS setup)
- Remote access: SSH, VPN, or other connection method for support
- Disk Storage:
 - Two options (suggested to have RAID 5 or 6)
 - Local Storage
 - External Storage: Attached SAS, SCSI, iSCSI, etc. 160 GB for the local OS normally on local hard disk in server
 - XX hours of recordings at 120MB per hour + 50GB = total recording storage space
- Back-up and Redundancy: Ability to function in different back-up and redundant environments. Type of environment that is appropriate depends upon IT policies and standards.
- Redundant Power supplies for maximum up time
- DVD Drive
- Rack Rails: 2 post / 4 post
- Approved manufacturers: Dell, HP
- Flash Recording Server (remove if internet/at home video visitation is not included)

- Can be installed on the recording/storage server or optionally on a separate server for security reasons (example located in DMZ) per facility security policy.

VVS shall be connected to a 1000 Mbps Ethernet network.

VVS shall utilize CAT6 cabling for connection to the visitation network.

VVS shall provide an adequate number of Gigabit 1/10 GB managed multicast switches and ports to accommodate the total number of visitation stations, servers, and administration stations.

Offeror shall be responsible for any and all bandwidth required for Internet video visitations at no cost to the Rappahannock Regional Jail.

3. VIDEO VISITATION SOFTWARE

VVS shall be compatible with Oracle, Microsoft SQL, or PostgreSQL databases.

VVS shall be a user friendly, highly graphical, keyboard and mouse driven application.

VVS shall be accessible via standard browser to facility users with network access and application privileges.

VVS shall be a privilege based system allowing the assignment of at least 50 different privileges to customizable user groups and user assignment to specific user groups.

VVS shall allow the facility to automatically notify a user(s) and/or user group(s) via email when a visitation station is added, modified and/or taken offline.

VVS shall have mass email notifications to make all or select visitors aware of facility events, policy changes, etc.

The facility's record management system (JMS) will be responsible for providing the VVS system the following minimal requirements:

- Inmate ID
- Inmate last name
- Inmate middle name
- Inmate first name
- Gender designator
- Date of birth

- Housing assignment designator
- Race designator (optional)
- Inmate booking number (optional)

VVS shall have the capability to allow for automated data export for two-way data share with the facility's offender management system (JMS) via flat file, database, XML, or web services.

VVS shall track all inmate housing unit assignments, movements, and inmate releases to validate scheduled visitation integrity.

VVS shall automatically attempt to relocate all visits associated with the inmate if the inmate has changed housing locations.

VVS shall automatically cancel all visits associated with an inmate if the inmate has been released.

VVS shall notify visitor(s) via email and automated phone message if a visitation has been cancelled.

VVS shall allow the facility to manage and schedule Internet video visitation, on premise video visitation, and non-video visitations with shared or separate quotas, stations, visitation center hours, time slots, and scheduling policies.

VVS shall allow the facility to manage personal and professional visitations with shared or separate quotas, stations, visitation center hours, time slots, recording & monitoring rules, and scheduling and policies.

VVS shall allow the facility to create specific personal and professional visitation time slots for Internet video visits, on premise video visits, and face-to-face visits. VVS must allow the facility to customize visitation time slot duration.

VVS shall allow the facility to determine what type of visits (Internet, On-premise, face-to-face) are allowed for each housing unit.

VVS shall be able to manage multiple visitation centers with unique hours of operation, visitation types, policies and quotas.

VVS shall allow the facility to establish and manage approved visitor lists for the entire facility, only selected housing units, or only selected inmates.

VVS shall allow the facility to schedule a "no visitations" event with customizable duration for an inmate, station, station group, housing unit and/or visitation center.

VVS shall allow the facility to create the following restrictions with customizable duration:

- Restrict a visitor from visiting a certain inmate(s).
- Restrict an inmate from visiting a minor.
- Restrict an inmate from visiting ALL visitors.
- Restrict a visitor from visiting ALL inmates.
- Restrict an inmate from having Internet video visits
- Restrict an inmate from visiting at the same time as another inmate.
- Restrict a visitor from visitation at the same time as another visitor.

VVS shall allow the facility to establish and automatically enforce different inmate and visitor quotas for Internet video visits, on premise video visits, and face-to-face visits.

VVS shall allow the facility to set the age at which a minor is allowed to register and schedule a visit as an adult.

VVS shall allow the facility to create custom visitation quotas.

- VVS shall allow the facility to create inmate and visitor quotas based upon time (example: 25 min/day).
- VVS shall allow the facility to create inmate and visitor quotas based upon count (example: 1 visit/week).
- VVS shall allow the facility to create inmate and visitor quotas with a customizable duration (day, week or month).
- VVS shall allow the facility to establish separate quotas for personal and professional visits.
- VVS shall allow the facility to create quotas for specific types of visits (Internet Video, On-Premise Video, and Face-to-Face).
- VVS shall allow the facility to establish the total number of visitors allowed per visit for Internet video visits, on premise video visits, and face-to-face visits.
- VVS shall allow the facility to specify unique quotas for each housing unit.

VVS shall allow the facility to denote a visitor as being a professional visitor

VVS shall have individual profile pages for each inmate and visitor allowing the facility staff to:

- Review, edit visitor/inmate general information.
- Review visitation history.
- View and download visitation recordings.
- Create, edit, and remove restrictions.
- Create, edit, and remove events.

- Create, edit, remove approved visitors/inmates.

VVS shall provide a means of creating an unscheduled visit (Ad hoc Visit) where the inmate's and visitor's information is required and tracked.

VVS shall provide the means for facility staff to create an unscheduled visit/station connection where the inmate's and visitor's information is not required (Quick Connect).

4. VVS SHALL BE A SINGLE WEB-BASED SCHEDULING APPLICATION ALLOWING PUBLIC AND PROFESSIONAL VISITORS TO REGISTER AND SCHEDULE VISITS USING A STANDARD INTERNET BROWSER AND AN INTERNET CONNECTION.

VVS shall determine what fields are mandatory for visitor registration.

VVS shall have an ID card reader which can read magnetic-stripe or 2-D barcode for ANY state issued ID – reader shall automatically populate VVS with name, DOB, address, ID number of visitor.

VVS public and professional scheduling must be available in English & Spanish

Visitors shall be able to login using their unique visitor ID or their email address and password.

Professional visitors will check into the system upon arrival by utilizing the magnetic-stripe or 2-D barcode for ANY state issued ID.

VVS must allow for Smart phone scheduling

Web-based scheduling application shall allow the facility to customize the top banner with an image and customizable text and font size.

Public web-based scheduling application shall allow for the facility to create and post Public Message Posts with the following: programming of start and end dates of posts, allowing for multiple posts at one time, and the ability for posts to appear and be specific to separate screens.

5. VVS CAN AUTOMATICALLY START EACH VISIT AT THE DESIGNATED START TIME.

VVS shall allow the facility to determine if the visitor is required to check-in for a video visit to start.

For remote (Internet) visits, visitor must be able to have a real time video check-in with audio and video to determine authenticity.

VVS shall allow the facility to determine if a visit is to be canceled if the visitor does not check-in on time or after a set amount of time and if that visit will count against the inmate's visitation quota. The ten-minute grace period does not count against quota.

VVS shall allow the facility to check in those visitors visiting over the Internet via video chat between the officer and the visitor(s).

6. VVS shall automatically attempt to reconnect stations if connectivity is lost.

7. VVS shall allow for an option to limit the number of simultaneous remote/internet video visits.

8. VVS shall allow for real-time visitation monitoring of all live personal visits

VVS shall allow facility staff to stop, pause and restart any running visit

VVS shall allow for station reassignment during any running visit.

VVS shall allow for visitation time extension during any running visit.

VVS shall allow for Real-time monitoring of audio/video for up to sixteen visitations simultaneously per monitoring station screen.

VVS shall rotate through all visits at user defined monitoring rate.

VVS shall allow the facility to customize the number of visits per screen and the page rotation duration.

Rappahannock Regional Jail shall be capable of scanning through all active visits and select particular visit for monitoring.

- Rappahannock Regional Jail shall be capable of locking a visit in place and removing it from the exit queue.
- Rappahannock Regional Jail shall be able to stop, or pause and restart any visit.
- If recording sources are available, Rappahannock Regional Jail shall be able to start recording a visit.

VVS shall allow for facility staff to setup automated email notification of visits to notify staff, investigators, i.e. of visits for a particular inmate or visitor.

VVS must be able to automatically encrypt all professional video visitations to ensure no recording or monitoring can take place.

VVS shall provide synchronized digital video and audio recording for all video visitation sessions.

VVS shall utilize standard servers for processing and storing the recordings. Any system that utilizes VCR's, DVR's, IPVCR's, and/or MCU's is not acceptable.

VVS shall allow facilities to configure recordings such that all video visitations will be recorded, only certain visitations will be recorded, and/or certain inmates and visitor will be recorded.

VVS must allow the facility to determine the quality and storage size for video visitation recordings independent of the visitation quality. The facility must be able to select from H.264, MPEG2 and MPEG 4 recording formats. Minimum storage size must be equal to 120MB per hour.

Authorized users shall have the ability to mandate specific visits, visitors and/or inmates to be recorded.

VVS shall provide two levels of recording permissions (standard and investigative) to ensure execution of recording mandate.

VVS shall store all recorded visits for (TBD amount of time) in a video storage server (see 'Video Visitation Recording Server' above).

Authorized users shall be capable of downloading a recorded file(s) and/or viewing recordings from within the application.

VVS shall incorporate an audit trail to track who has viewed and/or downloaded the recording file(s).

VVS shall provide the option to display a startup message and two separate visual warning messages on each visitation monitor. Time placement and messaging shall be fully configurable.

VVS shall provide the option to display an onscreen countdown clock timer on the inmate and visitor stations. Countdown clock will need to be operational when quick connect is utilized or when time has been added to the visit.

VVS shall have the option to display "picture-in-picture" on the inmate and visitor stations.

VVS shall be able to display upcoming daily visit information on inmate station screens i.e. inmate name, time of visit.

VVS system shall be able to process the following reports (available in PDF, XLS, HTML):

- Facility and housing unit daily visitation schedules
- Inmate visit history, date range selectable
- Visitor visit history, date range selectable
- Statistical reports for reporting historical number of visits by visit type, or days of weeks, or months, or station, or station group, or housing unit, or time blocks.

VVS shall allow the facility to create visitation billing charges

VVS shall allow the facility to charge for visits when an inmate has exceeded his/her established free visit quota.

VVS shall allow the facility to charge for all visits for a specific visitation center (example: all Internet video visits).

VVS must have the ability to differentiate between professional visitors (e.g. allow public defenders to have free visits, while charging private attorneys for remote visits etc.)

VVS shall allow visitation charges to be based upon per minute or per visit.

VVS shall allow the facility to implement a non-refundable processing fee.

VVS shall allow the facility to assign billing rules to selected visitation centers and/or specific visitation center days or hours.

VVS shall take into account inmates' mandated free visit quota and dynamically calculate charges during the scheduling process

VVS shall allow the facility to create a custom visitation cancellation policy that allows for varying cancellation charges based upon when the visitor cancels the visit.

VVS shall dynamically display the cancellation and refund policy while the visitor is scheduling and canceling visits.

VVS shall have capability of automatically refunding a visitor for a charged visit that has been cancelled as a result of:

- Inmate release
- Facility imposed restriction
- Station unavailability
- Facility event (example: weather closure, dorm lockdown)
- VVS shall allow authorized facility staff to override or refund visitation charges.
- Any Facility Cancellation

9. SOFTWARE SUPPORT & UPGRADES

Offeror must provide customer with phone support 24 hours a day, 7 days a week, and 365 days a year.

Offeror must provide phone and email support as well as access to a customer support web portal.

Offeror must provide customer with software upgrades as they become available.

Offeror must provide support services directly to visitors through integrated live chat functionality built into the visitor registration, scheduling, and remote/internet video visitation website. Visitor support to also to include phone and email support services.

10. VVS Commission

Offeror shall provide VVS Commission Rate

L. WIRELESS TABLET SYSTEM

Scope of Work – Wireless Tablet System

The purpose of this install a secure wireless system that allows inmates to use a secure tablet device, analogous to commercial tablets but with security and survivability features specialized for corrections environments, to access a secure, private Wi-Fi network within facilities, and make use of applications including:

- Phone calling:
 - Offeror will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service platform.
- Headsets equipped with a microphone will be required
- Educational and self-improvement programs
- Inmate email and messaging
- Facility Information distribution
- Inmate recreation (music, games, e-books)
- Commissary ordering online
- Electronic submission and tracking of requests and grievances

Offeror will be responsible for the design, installation, and infrastructure of the tablet network at no cost to the Rappahannock Regional Jail. This infrastructure will be the latest available technology and upgrades will be the responsibility of the Offeror. The Rappahannock Regional Jail will have the final approval of the design prior to installation. Any overtime costs incurred by the Rappahannock Regional Jail's staff associated with the installation of the tablet network will be the responsibility of the Offeror.

The number of tablets needed will be determined by housing location and Average Daily Population (ADP) of each housing unit based on a one to one ratio by tier rotation.

1. Wireless Tablets System Specifications

Must offer inmate telephone calling.

Offeror must have tablet programs implemented in a minimum of 2 customer facilities for at least 6 months.

Shall provide streaming music to offer more value to inmates versus buying ala-carte mp3s.

Over-the-air update to upgrade OS (similar to how commercial Windows or smart phone providers request to upgrade for security issues).

System must be deployed as a wireless and wired network.

Tablet must be a corrections-grade device.

2. Tablet hardware and accessory capabilities must include the following:

Case should be either sealed or accessible only by security screws with unique unlock tool

Data only enabled USB port (cannot be used to charge other electronics)

Barrel Port (for charging tablet)

Flame resistant

Drop Resistant

8" screen size

Multiple Storage space options

FM Tuner

Non-Removable Lithium Battery (specify hours it will run with a charge)

Tablet Charging systems (i.e. cart, secured wall units)

Ear buds

3. Wireless Tablet Security Requirements

Tablet hardware security capabilities must include the following:

- Exoskeleton with a clear view of tablet components (so facility staff can visually inspect devices for physical intrusion and/or hardware modification)
- Security Screws with unique unlock tool
- Ability to disable any camera
- Data only enabled USB port (cannot be used to charge other electronics)
- USB port should not recognize human interface devices (i.e. keyboards)
- USB port should not recognize Ethernet connections
- Barrel ports for charging tablets
- Flame resistant
- Drop Resistant

Tablet operating system security must include the following:

- Locked bootloader (Only Operating Systems digitally signed by Offeror can be installed)
- Custom OS that removes risky OS features such as safe boot, factory reset, command line access, blue tooth, wireless tethering, etc.
- OS should be capable of remote management that is inaccessible to offenders
- Should have custom software for communicating with tablets from a connected computer and tablet should be devoid of any standard communication tools (ex. for android OS a common tool would be adb or similar for Apple OS)
- All installed applications should be evaluated and approved by certified security experts in the field
- Wireless security provides the ability to remotely monitor the airspace of the jail and all wirelessly connected devices for security breaches. Capabilities must

include:

1. The ability to detect and quarantine an offender tablet that has attempted to connect to an unauthorized wireless network
 2. Ability to detect and quarantine a rogue wireless access point that has been smuggled into the airspace of the facility
- Offeror should monitor wireless activity and provide tools for jail security staff to monitor all wireless activity
 - System should be able to remotely measure signal strength and noise floor of all tablets
 - Monitoring tablet inventory shall be the sole responsibility of the Offeror
 - System must have wireless airspace reporting

4. Network Security

Offeror must put in their own network and control internet access at no cost to Rappahannock Regional Jail.

Offeror network appliance must have access control lists that include:

1. deny all approach
2. white List

Offeror network appliance must have stateless inspection with

1. attack checking
2. automatically discard traffic initiated from the internet

Offeror network appliance must deploy only with Offeror's circuit so that only Offeror engineers have access to firewall

5. Application Security – The Offeror must provide a mobile device management tool capable of the following:

Must be custom solution to meet the needs of corrections

Built into the Operating System layer to prevent removal

Critical tablet settings must be controlled remotely

Ability to disable any tablet setting

Able to shut down any tablet or group of tablets remotely

Updated applications can be installed remotely

Tablet applications can be removed remotely

6. Enhanced Services and Accessories Rates

Offeror shall include any additional enhanced services and accessories rates for the tablets.

7. Tablet Commission

Offeror shall provide tablet commission rate.

M. Debit and Pre-Paid Application

1. The debit and/or pre-paid application shall work with the JMS and Commissary providers.
2. The pre-paid application shall allow for pre-payment to a specific inmate's account.
3. The ITS shall provide the inmate with the balance of their debit and/or pre-paid account at the time of the call. The ITS shall provide the called party with the balance of their debit and/or pre-paid account at the time of the call.
4. The debit and/or pre-paid application shall allow international calls.
5. The debit and/or pre-paid application shall have the capability to terminate a debit and/or pre-paid account and issue a refund in a manner specified by Rappahannock Regional Jail. Please describe Offeror's process for meeting this requirement. Under no circumstances will the Offeror be allowed to keep any money deposited in a debit and/or pre-paid account upon termination of the Agreement between Rappahannock Regional Jail and Offeror. All monies shall be returned to the individual inmate or end-user at the termination of the account or six (6) months of no activity, whichever comes first.
6. The debit and/or pre-paid calling rates may be lower than the collect calling rates.

7. The debit application shall interface with the inmate accounting system and Commissary Systems for the transfer of money from the inmate's account to the inmate's ITS debit account. The interface shall be completed at no cost to Rappahannock Regional Jail or the inmate. The current JMS provider is Securus and the Commissary Provider is OASIS.
8. Offeror shall provide information on how ITS handles debit and/or pre-paid balances if an inmate is transferred from Rappahannock Regional Jail.

N. Training

1. Offeror shall provide on-site training to authorized individuals in system administration, operation, and reporting of the Inmate Telephone System, Video Visitation System, Tablets and other equipment at no cost to Rappahannock Regional Jail. This training will be repeated as needed for new staff at no cost to Rappahannock Regional Jail.
2. Describe training program; include description of the course and any applicable documents.
3. Offeror shall provide training to Rappahannock Regional Jail's staff at the location where the equipment is installed. Additional training shall be provided to new staff assigned at no cost to Rappahannock Regional Jail. Training manuals shall be provided to Rappahannock Regional Jail's staff at all training meetings and will become the property of Rappahannock Regional Jail.
4. Informational pamphlets shall be available for inmates relative to the applicable features and functionalities of the Inmate Telephone System, Video Visitation System, Tablets when requested by Rappahannock Regional Jail.

O. Transition

1. The Offeror shall work with Rappahannock Regional Jail and the incumbent Offeror to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by Rappahannock Regional Jail.
2. Upon expiration, termination, or cancellation of the Agreement, the Offeror shall cooperate in an orderly transfer of responsibilities and/or the continuity of the services required under the terms of the Agreement to an organization designated by Rappahannock Regional Jail. The Offeror shall provide and/or perform any or all of the following responsibilities:
 - a) The Offeror acknowledges that the call records, call recordings, documentation, reports, data, etc., contained in the ITS are the property of

Rappahannock Regional Jail. The call detail records, call recordings, documentation, reports, data, etc. shall be provided to Rappahannock Regional Jail by Offeror in a workable, software-compatible format at no cost to Rappahannock Regional Jail upon expiration and/or cancellation of the Agreement.

- b) The Offeror shall discontinue providing service or accepting new assignments under the terms of the Agreement on the date specified by Rappahannock Regional Jail. The Offeror agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed ninety (90) calendar days after the expiration, termination, or cancellation date. Commissions will be due and payable by Offeror to Rappahannock Regional Jail at the compensation rate provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Offeror.
3. All ITS inside wiring shall become the property of Rappahannock Regional Jail at the conclusion of the Agreement. The Offeror agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of that wire distribution.
4. Successful offeror will test the software database, network facilities, switching systems, and all hardware and software components to ensure each and every system feature and service is functioning and operational to the specifications and requirements of the Rappahannock Regional Jail. Successful offeror shall provide test results to the Rappahannock Regional Jail prior to implementation as well as all system documentation and related manuals. The Rappahannock Regional Jail shall provide final approval in writing prior to go live operations.

Successful offeror shall conduct an operational system test of the proposed system and certify, in writing, that the system is ready for acceptance testing and will perform in accordance with the requirement stated in their contract. The successful offeror shall ensure that the system, in general, and each module of the system, in particular, operates according to specifications before turning the system over to the Rappahannock Regional Jail. Rappahannock Regional Jail personnel will not debug modifications for the successful offeror.

The Rappahannock Regional Jail will have ten business days to test all aspects of the system to ensure it is functioning as specified. If any aspect of the system fails to function as specified, the offeror will be given five business days to correct the malfunction. The Rappahannock Regional Jail will have another ten business days to test and accept the system. If the successful offeror fails to correct defects after a second five-day period, the Rappahannock Regional Jail reserves the right to require replacement of the system. Acceptance testing

shall not in any way relieve the successful offeror of its responsibilities to correct any defect during the term of this contract.

P. Payment Options

1. The proposed system must maintain a list of toll free phone numbers (such as attorney's offices).
2. The proposed system shall provide a debit and/or pre-paid account for inmates' families and other approved parties.
3. All debit and/or pre-paid calls will be subject to the same restrictions and features as standard inmate collect calls.
4. The called party shall be informed of the per-minute cost of the call prior to accepting the charges.
5. As an option, please provide a system that will allow inmate families and friends to set-up alternate billing methods directly with the Offeror. Two of the methods Rappahannock Regional Jail would like to see offered are:
 - a) The Offeror should have a system in place that will allow inmate families and friends to set-up an account directly with the Offeror.
 - b) The Offeror should have an advance payment system. This system should allow customers to prepay for calls from the facility.

Q. Equipment

1. The proposed Inmate Telephone System, Video Visitation System, Tablets and other equipment shall be a turnkey. Additionally, the inmate telephone system shall be a non-coin telephone system and service.
2. The Offeror shall provide non-coin, collect call, debit and/or pre-paid call, inmate telephones, video visitation, and tablets that shall be composed of durable, tamper-free equipment suitable for jail environments. Equipment must not contain any removable parts.
3. The proposed Inmate Telephone System, Video Visitation System, Tablets, and other equipment shall include any system hardware or software necessary to allow facility personnel to query, display, retrieve recordings, and print inmate telephone activity.

4. The proposed Inmate Telephone System, Video Visitation System, Tablets, and other equipment shall have the ability to monitor live or listen to previously recorded calls at various designated offices.
5. The proposed Inmate Telephone System, Video Visitation System, Tablets, and other equipment software shall be based on security levels and be password protected.
6. All Offeror equipment shall comply with FCC regulations
7. The Offeror will be responsible for the cost of maintenance and repair of the Inmate Telephone System, Video Visitation System, Tablets, and other equipment.
8. The proposed equipment and Inmate Telephone System, Video Visitation System, Tablets, and other equipment shall be scalable to meet the Rappahannock Regional Jail's growing needs at no cost to Rappahannock Regional Jail.
9. Offeror equipment shall include a backup power supply.
10. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Offeror's employees.
11. The Offeror shall notify Rappahannock Regional Jail of any new software upgrades within thirty (30) days of the introduction of the new software into the market by Offeror. Offeror shall upgrade the Inmate Telephone System, Video Visitation System, Tablets, and other equipment with new software versions and new hardware as required by Rappahannock Regional Jail at no cost to Rappahannock Regional Jail.

R. Other Electronic Interfaces

The Offeror shall provide electronic interfaces to various systems in use by the jail currently or in the future.

1. The Offeror shall not charge the Inmate, the jail, or its outside contractor or provider for the interface or service.
2. Interfaces include any of the following current or future uses:
 - a) JMS
 - b) Commissary Services
 - c) Inmate Accounting System (whether or not it is part of another system). The interfaces shall include all actions and /or transactions needed to accurately

update individual inmate accounts to reflect deposits, purchases, or refunds. Inmate accounts shall be updated immediately upon the Offeror's receipt of any order or a request for a refund.

- d) Other technology interfaces that may become necessary at the Facility's discretion based on the rapidly changing nature of technology.
3. Changes in Offerors/contractors for the above interfaces will require the Offeror to provide a new interface at no cost.

S. Fees, Rates and Commission

1. The system must have the capability to inform the called party of the call cost prior to acceptance.
2. The Offeror and or their partners or subcontractors must agree to not charge or collect from the Rappahannock Regional Jail, the Rappahannock Regional Jail's Offeror, inmates, and family members and/or friends of the inmate any fees (other than those specifically mandated by law) including but not limited to:
 - account set up fees
 - bill statement fees
 - technology fees
 - credit card processing fees
 - account setup fees
 - account fees
 - equipment damage fees
 - intralata fees
 - bill rendering fees
 - universal services fund fees
 - taxes
 - state fees
 - dial around fees
 - processing transaction fees
 - bill recovery fees
 - processing fees
 - debit and/or pre-paid card fees
 - any fees associated with closing, dissolving, and /or termination of account
 - special fees
 - termination fees
 - online fees
 - non-mandated connection fees

- any additional fees, charges, reimbursements, surcharges, and 3rd party reimbursements.
3. Offeror will fully absorb any and all fees passed onto them by a third party (i.e.- billing agency, subcontractor, etc.).
 4. The rates charged to users shall not exceed the tariffs as mandated by the Public Utilities Commission for all services. Offeror shall provide detailed information to the Rappahannock Regional Jail regarding any mandatory fees as dictated by law before a contract is executed.
 5. In addition, there will be no fees charged to inmates, inmate families, and/or friends of inmates for depositing funds into an inmate's account.
 6. The Offeror shall be responsible for the collection of charges for fraudulent or otherwise uncollectible calls.
 7. The Offeror shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
 8. Offeror billing to called parties must include the Offeror information and a toll-free telephone number to resolve billing disputes.
 9. Billing charges shall begin at the time of the call acceptance when the called party accepts the calling party and shall be terminated when either party hangs up. Incomplete calls such as network intercept recordings, busy signals, no answers, refusals of calls, answering machine pick-ups, etc. shall not be billed.
 10. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at the time of contract award, nor will the Rappahannock Regional Jail be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.
 11. Offeror shall provide real-time access to all the data within this contract, whether data is derived by Offeror or their designated contractor/sub-contractor including but not limited to:
 - all financial records
 - all account information
 - inmate's debit account information
 - all pre-paid account information
 - debt/collect call information
 - all transaction history on all calls
 - all fees all detailing information on a per call basis
 - complete call billing

- detail record of all charge
 - detail record of all fees
 - data must also be available in a exactable downloadable open source and auditable format
12. Offeror shall pay commission calculated on total Gross Revenue generated by and through the Inmate Telephone System, Video Visitation System, Tablets, and other equipment including: collect, pre-paid and debit local, intralata/intrastate, interlata/intrastate and, international calls placed from the inmate telephones at the Facility.
 13. Offeror shall pay commission on total Gross Revenue before any deductions are made for un-billable calls, bad debt, uncollectible calls, fraudulent calls, LEC adjustments, or any other Offeror expenses.
 14. Any charges/fees added to the called party's bill without the express written consent of Rappahannock Regional Jail shall carry a fine of three hundred and fifty dollars (\$350.00) per day from the date the additional charges/fees were first added through the date the charges/fees were discontinued. Rappahannock Regional Jail and Offeror shall mutually agree whether the charges/fees are to remain.
 15. Rappahannock Regional Jail and Offeror shall mutually agree upon a compensation structure.
 16. Should Rappahannock Regional Jail and Offeror mutually agree that the charges/fees are to be discontinued, Offeror shall refund each called party for the unapproved charges/fees from the date the charges/fees were implemented until the date the charges/fees were discontinued.
 17. A collect call is deemed complete, and commission due, when the called party accepts the call regardless if the Offeror can bill or collect the revenue on the collect call.
 18. A debit and/or pre-paid call is deemed complete, and commission due, when a call is pre-paid by the inmate via the debit and/or pre-paid account and a connection is made between the inmate and the called party by positive acceptance.
 19. Rappahannock Regional Jail will not be liable for any of Offeror's costs including, but not limited to, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages or any other Offeror costs. Offeror shall indicate debit and/or pre-paid calling rates in Attachment D include sales tax.

20. Commission for debit and/or pre-paid calls shall be based upon total Gross Revenues, as specified above, generated from debit and/or pre-paid call usage.
21. Calls to telephone numbers that appear on the free call list supplied by Rappahannock Regional Jail shall not generate revenue for Offeror and shall not be commissionable to Rappahannock Regional Jail.
22. Offeror shall, at its own option, include a financial incentive offer in addition to the commission proposal in Attachment D.
23. The Offeror shall submit a request in writing to receive approval from Rappahannock Regional Jail for any calling rate increases and/or decreases for inmate telephone calls before any new calling rates are implemented. Rappahannock Regional Jail will respond in writing to Offeror's request. Should Offeror decrease the calling rates without the express written approval of Rappahannock Regional Jail, the Offeror shall be responsible for paying commissions on the Gross Revenue as determined by applying the calling rates prior to the unapproved change. Should Offeror increase the calling rates without the express written approval of Rappahannock Regional Jail, Offeror must issue credits to all customers that are overcharged. A list of the issued credits shall be provided to Rappahannock Regional Jail Agent as documentation. No commission refund shall be due from Rappahannock Regional Jail to Offeror for unapproved rate increases.
24. The Offeror shall implement any rate adjustments requested by Rappahannock Regional Jail within ten (10) days of said request, subject to regulatory approval.
25. All charges and fees associated with calls from the Facility must be specifically designated within Offeror's proposal and specified in Attachment D.

T. Commission Payment and Reporting

1. The Offeror shall provide commission payments and traffic detail reports to Rappahannock Regional Jail on or before the twentieth (20th) day of the month following the month of traffic. Rappahannock Regional Jail prefers commission payments be sent via check. Rappahannock Regional Jail requires that traffic detail reports be sent via electronic format.
2. Traffic detail reports shall include a detailed breakdown of the traffic for all collect, debit, and pre-paid calls for each inmate telephone or inmate telephone station at the Facility.
3. Traffic detail shall include, at a minimum, each of the following items for each inmate telephone station broken down by collect, debit and pre-paid call types:

- Facility Name
 - Facility Identification Number
 - Facility Street Address, City, State, and Zip Code
 - Automatic Number Identifier, or inmate telephone and/or inmate telephone station port number
 - Total Gross Local Revenue and Commission per inmate telephone or inmate telephone station
 - Total Gross Intralata/Intrastate Revenue and Commission per inmate telephone or inmate telephone station
 - Total Gross Interlata/Intrastate Revenue and Commission per inmate telephone or inmate telephone station
 - Total Gross International Revenue per inmate telephone or inmate telephone station
 - Commission Rate
 - Total Commission Amount (including, but not limited to, Local, Intralata/Intrastate, and Interlata/Intrastate)
 - Site Identification Number
 - Traffic Period Dates
 - Total Minutes of use per inmate telephone or inmate telephone station for each call type;
 - Total Number of Calls per inmate telephone or inmate telephone station for each call type
 - Total Debit Usage for each call type
 - Total Pre-Paid Usage for each call type
 - Total Pre-Paid Purchases. Please provide a sample of how the Offeror will meet this requirement.
4. Commission discrepancies must be resolved by Offeror within thirty (30) days of receipt of notification of a discrepancy from Rappahannock Regional Jail or such discrepancy is subject to late charges, as described below and/or termination of the Agreement at the sole discretion of Rappahannock Regional Jail, and/or any other legal course of action Rappahannock Regional Jail elects to pursue.
 5. Offeror shall provide monthly system platform Call Detail Records (CDRs) and billing files which shall be delivered to Rappahannock Regional Jail no later than the twentieth (20th) day of the month following the month of traffic.
 6. The Billing Files contain all fields which are legally permitted to be released, with the contents of said fields in the exact format and exact content as those files prepared and submitted for billing to the billing company and ultimately delivered to the called party. The Billing Files shall be accompanied by a complete file map and complete field legend. The billing files shall include, but not limited to, the following fields:

- Facility Name
- Facility Site ID
- Origination Number
- Inmate PIN (if utilized by the facility)
- Dialed Number
- Batch ID
- Row ID
- Record ID
- Date of Call
- Call Start Time
- Call End Time
- Time of Day
- Multiple Rate Period Indicator
- Originating City
- Originating State
- Bill City
- Bill State
- Billed Minutes of Use
- Rounded Bill Time Indicator
- Bill Number
- Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.); (v) Call Type Settlement Code
- Call Amount
- Taxes
- Fees
- Specialized Calling Indicator
- Validation Indicator
- Tax Exempt Indicator

Offeror should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released.

7. The raw Call Detail Records shall contain all calls (both attempted and completed), including all inbound voicemail messages as well as voicemail message retrievals, that originate from the Facility for each day and each time of the day for the period for which said raw Call Detail Records are requested. The raw Call Detail Records shall contain the unedited data including all fields and all field content which is legally permitted to be released. When requested, these records shall be accompanied by a complete file map and complete file legend. The raw Call Detail Records shall include, but not limited to, the following fields:
 - Facility Name
 - Facility Site ID

- Origination Number
 - Dialed Number
 - Trunk ID
 - Port ID
 - Station ID
 - Location of Phone
 - Prepaid Card ID Number (if utilized at the facility)
 - Inmate ID (if utilized by the facility)
 - Inmate PIN (if utilized by the Facility)
 - Traffic Period
 - Date of Call
 - Call Start Time
 - Call End Time
 - Duration of Call (in seconds)
 - Bill Type (e.g. Collect, Prepaid Collect, Debit, etc.)
 - Call Type (e.g. Local, Intralata/Intrastate, Interlata/Interstate, etc.)
 - Call Amount
 - Validation Result
 - Termination Status
 - LIDB Status
 - Completion Status. Offeror should, in the RFP response, provide a listing of all fields (required or preferred above) that are not being released
8. Commission payments, traffic detail reports, billing files, CDR reports and/or reports not containing the required fields received by Rappahannock Regional Jail after the due date are subject to late charges. The due date for all payments and reporting is the twentieth (20th) day of the month following the month of traffic. Late charges for commission payments shall be equal to five percent (5%) per month of the commission due. Late charges for reporting shall be a fee of \$750.00 per month for each report not received by the twentieth (20th) day of the month following the traffic month.

U. Fee Requirements

The Offeror and or their partners or subcontractors must agree to not charge or collect from the Rappahannock Regional Jail, the Rappahannock Regional Jail's Offerors, inmates, and family members and/or friends of the inmate any fees (other than those specifically mandated by law) including but not limited to:

- account set up fees
- bill statement fees
- technology fees
- credit card processing fees
- account setup fees

- account fees
- equipment damage fees
- intralata fees
- bill rendering fees
- universal services fund fees
- taxes
- state fees
- dial around fee
- processing transaction fees
- bill recovery fees
- processing fees
- debit and/or pre-paid card fees
- fees associated with closing, dissolving and /or termination of accounts
- special fees
- termination fees
- online fees
- non-mandated connection fees
- any additional fees, charges, reimbursements, surcharges, and 3rd party reimbursements

Offeror will fully absorb any and all fees passed onto them by a third party (i.e.- billing agency, subcontractor, etc.). Offeror shall provide detailed information to the Rappahannock Regional Jail regarding any mandatory fees as dictated by law, before a contract is executed.

V. Performance Process

The Offeror shall adhere to the following Performance Process when upgrading the Inmate Telephone System, Video Visitation System, Tablets, and other equipment software and equipment, or performing any changes to the Inmate Telephone System, Video Visitation System, Tablets, and other equipment at Rappahannock Regional Jail. Any deviation from this process may result in a fine or penalty to Offeror. Such fine or penalty will be equal to no less than five hundred dollars (\$500.00) per occurrence or equal to any fine imposed by the agency supplying the fine, whichever is greater. The fine or penalty shall be due and payable by Offeror upon receipt of written notification from Rappahannock Regional Jail of the total amount due.

1. Offeror shall provide Rappahannock Regional Jail thirty (30) days written notice of a change or upgrade to the Inmate Telephone System, Video Visitation System, Tablets and other equipment.

2. Offeror shall perform extensive testing on all system changes or upgrades prior to discussing with Rappahannock Regional Jail. At a minimum, the extensive testing, said changes or upgrades shall include:
 - a) Extensive testing on a system identical to the existing system at Rappahannock Regional Jail.
 - b) Analog, Data, and Circuit testing.
 - c) International call testing.
3. Offeror shall provide written detailed information about the change and/or upgrade, specifically identifying additional features and functionalities said changes will make available to Rappahannock Regional Jail.
4. Offeror shall receive written notification from Rappahannock Regional Jail before scheduling or proceeding with any changes to the Inmate Telephone System, Video Visitation System, Tablets, and other equipment.
5. Offeror shall provide Rappahannock Regional Jail with written instructions for the inmates of changes to calling procedures. Such instructions shall be provided in English and Spanish and posted throughout the Facility by the Offeror.
6. Rappahannock Regional Jail, at its discretion, shall have a minimum of two (2) weeks to notify inmates at Rappahannock Regional Jail of any Inmate Telephone System, Video Visitation System, Tablets, and other equipment changes that are going to specifically affect the inmates.
7. Offeror shall coordinate a convenient time and day with Rappahannock Regional Jail to implement the changes or upgrades to the Inmate Telephone System, Video Visitation System, Tablets, and other equipment to avoid disruption. Offeror shall work with Rappahannock Regional Jail to schedule the changes or upgrades during a time when the telephones are not being used regularly by the inmates.
8. Offeror shall coordinate the presence of a technician at Rappahannock Regional Jail on the day of implementation to place test calls and ensure the Inmate Telephone System, Video Visitation System, Tablets, and other equipment is functioning correctly.
9. All said changes shall be made by Offeror at no cost to Rappahannock Regional Jail.

W. Optional Services

Offeror shall provide information on the below list of options and on any additional technology or optional features that may be of interest to Rappahannock Regional Jail.

1. Offeror shall provide information on any additional technology or optional features that may be of interest to Rappahannock Regional Jail. Please be sure to provide detailed information on the functionalities as well as a complete description of the features and applications proposed. Also, detail any cost associated with the additional technology or optional features offered/proposed.
2. The offeror is requested to provide the capability of automatically calling and alerting investigators and offering live monitoring of calls. Please include detailed information on the Inmate Telephone System, Video Visitation System, Tablets, and other equipment alert application. At a minimum, the types of alerts available (cell phone, pager, SMS text, email, etc.), and a security PIN for accessing the real-time call is required.
3. Rappahannock Regional Jail is interested in implementing a voice-to-text feature. Offeror shall indicate if the Inmate Telephone System, Video Visitation System, Tablets, and other equipment is capable of converting call recordings to text. If Offeror is capable of providing this technology, Offeror shall supply a detailed description of the features/functionalities. Offeror shall indicate any costs associated with this feature.
4. Rappahannock Regional Jail is interested in technology allowing users to search inmate call recordings by specific words or phrases of interest at no cost to Rappahannock Regional Jail. If Offeror is capable of providing this technology, Offeror shall supply a detailed description of the feature/functionality.

X. Staffing and Personnel

Dress Code

The Contractor shall establish and enforce a business casual dress code, for ITS staff that requires access to Rappahannock Regional Jail facilities, which is consistent with the requirements established for Rappahannock Regional Jail employees and appropriate to a correctional environment with regard to safety and appearance.

Personnel Security Requirements

The Contractor shall ensure contractor employees including employees of its subcontractors and agents who require access to Rappahannock Regional Jail facilities cooperate and comply with Rappahannock Regional Jail security criminal history checks and clearances, substance abuse screening, photo identification, and searches of their person and possessions while on or in Jail property.

Criminal History Check

Contractor employees who require access to Rappahannock Regional Jail facilities shall be subject to a criminal history check. Each contractor employee shall complete and sign a release authorizing Rappahannock Regional Jail staff to conduct a criminal history check. Contractor employees shall not be permitted to work pending results of criminal history check. The Contractor shall replace employee(s) whose criminal history check indicates the employee(s) may be a risk to the Facility as determined by Rappahannock Regional Jail.

Substance Abuse Screening

Contractor employees who require access to Rappahannock Regional Jail facilities shall be subject to substance abuse screening.

The Contractor will contact Rappahannock Regional Jail Human Resources Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new employee may start work at Rappahannock Regional Jail. The results of pre-employment substance abuse screening will be reported to the Superintendent.

At the direction of the Superintendent, contractor employees who require access to Rappahannock Regional Jail facilities shall sign all documents, go to a location designated by the correctional staff, and submit to random or "for cause" substance screening. The Superintendent will be responsible for random selection of Contractor employees for substance abuse screening.

At their sole discretion, the Superintendent may deny access to the Rappahannock Regional Jail contractor employees whose pre employment, random, or "for cause" substance abuse screening results reflect evidence of substance abuse. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of his responsibilities therefore.

Rappahannock Regional Jail shall bear the cost of pre-employment and random or "for cause" substance abuse screening of contractor employees.

Photo Identification

Contractor employees who require access to Rappahannock Regional Jail facilities shall be issued photo identification badges provided by Rappahannock Regional Jail staff.

Contractor employees shall wear the photo identification badges prominently displayed on the outer layer of clothing at all times while inside Rappahannock Regional Jail facilities.

The Contractor shall be accountable for all photo identification badges issued to contractor employees. The Contractor shall retrieve and return to Rappahannock Regional Jail, photo identification badges of persons who are no longer in the Contractor's employ.

Rappahannock Regional Jail will issue the first identification badge to the Contractor employees at no charge. Contractor employees who lose or damage their identification badge shall be assessed a \$10.00 fee for replacement identification badges.

Searches

Contractor employees who require access to Rappahannock Regional Jail facilities shall submit to searches of their person and possessions including their vehicle while on or in Jail property. At his/her sole discretion, the Superintendent may deny access to Rappahannock Regional Jail facilities any Contractor employees who refuse to consent to such searches. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Access to Facilities

Although the Contractor has authority for all hiring and termination, Rappahannock Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through Superintendent's investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

Rappahannock Regional Jail will communicate promptly with the Contractor regarding any such situations and provide a written summary of the investigation to the Contractor. Contractor employees, independent contractors and subcontractors shall cooperate with Rappahannock Regional Jail in any investigation involving inmate or staff conduct.

PREA

Contractor will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C. 15601 ET. Seq.) and with all applicable PREA standards, Rappahannock Regional Jail Policies related to PREA and Rappahannock Regional Jail Standards related to PREA for preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" Rappahannock Regional Jail will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and Rappahannock Regional Jail policies may result in termination of the contract.

All contractor staff will be required to complete the mandatory PREA Forms and will be scheduled to attend the next available scheduled PREA training class.

ADA

AMERICANS WITH DISABILITIES ACT. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract, or from activities provided for under this Contract, on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act, which are applicable to all benefits, services, programs and activities provided by the Rappahannock Regional Jail through contracts with outside contractors. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Rappahannock Regional Jail from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Rappahannock Regional Jail as a result of the Contractor's failure to comply with the provisions of this Paragraph.

Y. Security Requirements

Physical Security Requirements

The Contractor shall develop procedures to ensure facilities, supplies, furnishings, and equipment entrusted to the Contractor are not abused or misused, are properly maintained, and are secure at all times.

Area Security

The Contractor shall establish procedures to ensure offices, storage areas, etc. are locked and secured when not occupied by Contractor employees.

Key Control

The Contractor shall comply with Jail policies related to security and key control procedures.

Contraband

The Contractor shall establish procedures to ensure contractor employees who require access to Rappahannock Regional Jail facilities understand which items constitute contraband and that contractor employees do not introduce contraband into the Correctional Facilities.

Personal Security

The Contractor shall develop procedures, consistent with Jail policies, to ensure the safety and wellbeing of contractor personnel who require access to Rappahannock Regional Jail facilities while providing services under the terms of the contract.

Security Code Call Names

The Contractor shall establish procedures to ensure contractor personnel who require access to Rappahannock Regional Jail facilities understand security code call names and comply with regulations and procedures that govern their use.

Inmate Security

The Contractor shall establish procedures to ensure contractor personnel who require access to Rappahannock Regional Jail facilities are familiar and comply with Rappahannock Regional Jail security procedures pertaining to inmate control and security.

In addition, the Contractor shall:

Inform the Superintendent, in writing, any time a personal friend or relative of any contractor employee is confined to the facility.

Ensure contractor employees do not fraternize or grant special favors for any inmate confined to any facility.

Ensure contractor personnel do not provide to any inmate information regarding any other inmate confined to any facility.

GENERAL TERMS AND CONDITIONS:

- A. ADDITIONAL INFORMATION:** Rappahannock Regional Jail reserves the right to ask any Offeror to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which Rappahannock Regional Jail deems desirable, and does not affect quality, quantity, price, or delivery.
- B. ANTIDISCRIMINATION:** By submitting their proposals, all Proposers certify to Rappahannock Regional Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion,

religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).
In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees 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 any other basis prohibited by state law relating to discrimination
 - b) 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.
 - c) 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.
 - d) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. 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 Offeror.

C. ANTI-TRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to Rappahannock Regional Jail all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by Rappahannock Regional Jail under the said contract.

D. APPLICABLE LAW AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and local laws and regulations.

E. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of Rappahannock Regional Jail.

F. CHANGES TO THE CONTRACT: Changes can be made to the contract in any one of the following ways:

1. Rappahannock Regional Jail may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include, but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give Rappahannock Regional Jail a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Rappahannock Regional Jail's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present Rappahannock Regional Jail with all vouchers and records of expenses incurred and savings realized. Rappahannock Regional Jail shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to Rappahannock Regional Jail within thirty (30) days from the date of receipt of the written order from Rappahannock Regional Jail. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by Rappahannock Regional Jail with the performance of the contract generally.
 - d) The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

G. CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other proposal documents, the prospective Offeror should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than five (5) days before the due date. Any revisions to the invitation will be made only by addendum issued by the purchasing agent.

- H. COOPERATIVE PROCUREMENT:** This procurement is being conducted by Rappahannock Regional Jail in accordance with the provisions of 2.2-4304 Code of Virginia. Except for contracts for architectural and engineering services or construction in excess of \$200,000 by a local public body from the contract of another local public body that is more than a straight line distance of 75 miles from the territorial limits of the local public body procuring the construction, if agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Rappahannock Regional Jail, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall Rappahannock Regional Jail, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Rappahannock Regional Jail contract. Rappahannock Regional Jail assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- I. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, Rappahannock Regional Jail, after due oral or written notice, 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 Rappahannock Regional Jail may have.
- J. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- K. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror supplier, manufacturer or subcontractor in connection with their proposal, and 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.

- L. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By signing their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- M. INSURANCE REQUIREMENTS:** The contractor shall not commence work under contract until he/she has obtained all the insurance required hereunder and such insurance has been approved by Rappahannock Regional Jail. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by Rappahannock Regional Jail (or contractor). Approval of the insurance by Rappahannock Regional Jail shall not limit, relieve or decrease the liability of the contractor hereunder.
1. If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim. Notice of cancellation of any required insurance policy must be submitted to Rappahannock Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.
 2. Workers Compensation Insurance :The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the Commonwealth of Virginia.
 3. Commercial General Liability Insurance and Commercial Automobile Liability Insurance: The contractor shall take out and maintain during the life of the contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by the contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under the contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include Rappahannock Regional Jail, and others as required by the contract documents, as

an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by Rappahannock Regional Jail shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles.

4. The required amounts of General Liability insurance are:
 - a) General Aggregate \$5,000,000 aggregate
 - b) Products/Completed Operations Aggregate \$1,000,000 per occurrence
 - c) Personal/Advertising Injury \$1,000,000 any one person
 - d) Bodily Injury/Property Damage \$1,000,000 per occurrence
 - e) Fire Damage \$50,000 any one fire
 - f) Medical Payments \$5,000 any one person
5. The required Automobile Liability Insurance is
 - a) Bodily Injury/Property Damage \$1,000,000 combined single limit
6. Evidence of Coverage
The contractor shall furnish Rappahannock Regional Jail with a certificate of insurance coverage, which shall be submitted to the Rappahannock Regional Jail Procurement Officer by U.S. Postal Service or by facsimile (402-444-4992). These certificates or the cover sheet shall reference the contract name "Commissary Services for Rappahannock Regional Jail ", and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Rappahannock Regional Jail is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.
7. Notice of cancellation of any required insurance policy must be submitted to Rappahannock Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

N. MANDATORY USE OF Rappahannock Regional Jail FORMS AND TERMS AND CONDITIONS: Failure to submit a proposal on the official Rappahannock Regional Jail form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to any portion of the Request for Proposals may be cause for rejection of the proposal; however, Rappahannock Regional Jail reserves the right to decide, on a case by case basis, at its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to its acceptance, Rappahannock Regional Jail may, in its sole discretion, request that the Offeror withdraw or modify nonresponsive portions to a proposal which do not affect quality, quantity, price or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, Rappahannock Regional Jail reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

O. PAYMENT:

1. To Prime Contractor:

- a) 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 state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b) Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) 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, Rappahannock 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 an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

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 Rappahannock 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 agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- c) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent 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 Rappahannock Regional Jail, except for amounts withheld as stated in (2) 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 Rappahannock Regional Jail.

- P. PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, 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.
- Q. PROTEST OF AWARD:** An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in the Code of Virginia.
- R. QUALIFICATIONS OF PROPOSERS:** Rappahannock Regional Jail may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service/furnish the goods stated in the contract. The Offeror shall furnish to Rappahannock Regional Jail all such information and data for this purpose as may be requested. Rappahannock Regional Jail reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Rappahannock Regional Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Rappahannock Regional Jail that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- S. STATE CORPORATION COMMISSION NUMBER:** all Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any bidder or 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, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. Rappahannock Regional Jail may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

- T. TAXES:** Sales to Rappahannock Regional Jail are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Rappahannock Regional Jail tax exemption registration number is 54-1407998.
- U. TESTING AND INSPECTION:** Rappahannock Regional Jail reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specifications.
- V. TRANSPORTATION AND PACKAGING:** By submitting their proposals, all Offerors certify and warrant that the price offered for F.O.B. destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with the purchase order number or the contract number, commodity description, and quantity.
- W. USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable Rappahannock Regional Jail to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed proposals only the information furnished with the proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the solicitation.

SPECIAL TERMS AND CONDITIONS

- A. AUDIT:** The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by Rappahannock Regional Jail, whichever is sooner. Rappahannock Regional Jail, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

- B. AWARD:** Following the receipt of proposals, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the criteria mentioned herein. After negotiations have been conducted with each Offeror so selected, the Rappahannock Regional Jail shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the Rappahannock Regional Jail determine in writing and at its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. Award results will be posted for public inspection in a designated public area at Rappahannock Regional Jail located at 1745 Jefferson Davis Hwy., Stafford VA 22554.
- C. ACCEPTANCE OF SERVICES:** Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- D. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- E. BEGINNING OF WORK:** The contractor shall not commence any billable work until a valid contract has been fully executed by Rappahannock Regional Jail and the successful contractor. The contractor will be notified in writing when work may begin.
- F. CANCELLATION OF CONTRACT:** Rappahannock Regional Jail reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon 90 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- G. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** By submission of this proposal, the contractor certifies that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit,

or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

- H. CONFLICT OF INTEREST:** All Offerors must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of the Rappahannock Regional Jail Authority or Authority Member Community. Further, all Offerors must disclose the name of any Rappahannock Regional Jail Authority or Authority Member Community officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the Offeror's firm or any of its branches, subsidiaries or partnership.
- I. CONFIDENTIALITY OF INMATES INFORMATION POLICY:** 1) Inmate records are confidential. Materials from inmate records may not be copied or removed without authorization from the Record's Supervisor. 2) Information concerning inmates will be exchanged on an as need to know basis only, within the facility. 3) Information concerning an inmate will not be disseminated outside the facility without the written consent of the concerned inmate except information that is public knowledge. Any and all information pertaining to Rappahannock Regional Jail, Rappahannock Regional Jail employees or Rappahannock Regional Jail inmates shall remain confidential. The Contractor agrees to obey all Rappahannock Regional Jail's policies and procedures regarding Confidentiality of Inmates. Any contractor who fails to abide by the above confidentiality of inmate's policy may be subject to suspension or termination.
- J. CONTRACTOR RESPONSIBILITY:** The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered as stated in the RFP, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters. If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract without the prior written authorization of Rappahannock Regional Jail.
- K. CONTRACTOR PERSONNEL:**
1. Employees of the Contractor: The contractor warrants that all persons assigned to the project shall be employees of the contractor or independent contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of this contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

2. Personnel Commitments: Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of Rappahannock Regional Jail. Replacement of key personnel, if approved by Rappahannock Regional Jail, shall be with personnel of equal or greater ability and qualifications.
 3. Employee Conduct: All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Rappahannock Regional Jail site. They shall abide by the Rappahannock Regional Jail Standards of Conduct and Policy & Procedures. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the Rappahannock Regional Jail grounds or facility. Rappahannock Regional Jail reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.
- L. CONTRACTUAL DISPUTES:** Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at Rappahannock Regional Jail who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at Rappahannock Regional Jail no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.
- M. DELAYS IN AWARD:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, Rappahannock Regional Jail reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation
- N. DELIVERY POINT:** Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.
- O. DEVIATIONS FROM THE CONTRACT:** The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by Rappahannock Regional Jail, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. Rappahannock Regional Jail discourages deviations and reserves the right to reject proposed deviations.
- P. INDEMNITY:** The Contractor shall indemnify and hold harmless the Rappahannock Regional Jail, its officers, agents and employees, from any and all claims, actions, lawsuits, damages, judgments, charges, expense or liabilities arising out of the performance of the Contract by Contractor, its subcontractors, agents or employees.

The contractor expressly agrees to defend the Jail, its agents, officers and employees from any such claims brought or actions filed against the indemnified parties.

- Q. INDEPENDENT CONTRACTOR:** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with Rappahannock Regional Jail. They shall not be considered employees of Rappahannock Regional Jail. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of Rappahannock Regional Jail. The contractor will hold Rappahannock Regional Jail harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from Rappahannock Regional Jail including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- R. LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. Rappahannock Regional Jail is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Offeror to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 1:00:00 PM promptly on Monday, July 15, 2019. Proposal received after the exact minute of 1:00:00 PM will be considered late. (For example, 1:00:05 is late for all purposes pertaining to this solicitation).
- S. INVOICES:** Invoices for items ordered, delivered and accepted by Rappahannock Regional Jail shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the Rappahannock Regional Jail contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- T. NOTIFICATION:** After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact

for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Offeror shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

- U. PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors' staff who are providing services to Rappahannock Regional Jail, who having any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA). Contact and Contractor's staff must receive training at Rappahannock Regional Jail on their responsibilities, under PREA including Rappahannock Regional Jail's sexual abuse and sexual harassment prevention, detection and response policies and procedures, including reporting. Contractors and Contractors' staff agrees to abide by the facilities zero tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.

- V. PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

- W. RENEWAL OF CONTRACT:** This contract may be renewed by Rappahannock Regional Jail for three successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two point five percent (2.5%) annually from one adjustment period to the next. Written notice of Rappahannock Regional Jail's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
 - A. If Rappahannock Regional Jail elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available.

 - B. If during any subsequent renewal periods, Rappahannock Regional Jail elects to exercise the option to renew the contract, the contract prices(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the

Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

- X. Rappahannock Regional Jail PROPERTY:** Rappahannock Regional Jail shall be responsible for the repair, replacement, and maintenance of Rappahannock Regional Jail owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights, or malicious acts by Contractor or inmates under Contractor supervision.
- Y. Payment Terms:** The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

**ATTACHMENT A
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #2019-ITVT**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER (or a statement as to why such a number is not required). _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

**ATTACHMENT B
CLIENT REFERENCES**

List a minimum of five client references providing information described below. References must be from current contracts with jails with an average daily inmate population greater than 1000. Contracts with these jails must have been in effect for at least one year.

Agency
Name _____

Agency Address

Contact Person _____

Contact Numbers _____

Number of Inmates _____

Facility Type _____ Jail _____ Prison
_____ Juvenile _____ Other

Contract Start _____

Contract End _____

Reason Contract Ended

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT C
SOFTWARE INTERFACE REFERENCES

List a minimum of five client references for software interfaces are currently in use. References must be from current contracts with jails with an average daily inmate population greater than 1000. Contracts with these jails must have been in effect for at least one year.

Agency Name _____

Agency Address _____

Contact Person _____

Contact Numbers _____

Number of Inmates _____

Facility Type _____ Jail _____ Prison
_____ Juvenile _____ Other

Contract Start _____

Contract End _____

List Type of Software Interface

SUBMIT THIS FORM WITH PROPOSAL

**ATTACHMENT D
RATES AND COMMISSIONS**

Please provide a commission offer for the current rates listed below as Option #1. Offeror may propose an additional commission offer and alternative calling rates as Option #2. Offeror must detail all additional charges and fees that will be assessed for all collect, debit and pre-paid inmate telephone calls as well as the set up fees, depositing fees and refund fees associated with pre-paid collect accounts. Offeror may attach additional tables if Offeror chooses to provide more than two (2) commission and calling rate options past those allowed below. Failure to complete Attachment D may cause Offeror's proposal to be rejected.

OPTION #1 – OFFEROR-PROPOSED CALLING RATES

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						
Commission Rate	%		%		%	
	TABLETS			AT HOME VIDEO VISITATION		
Commission Rate	%			%		

Financial Incentive: \$ _____

SUBMIT THIS FORM WITH PROPOSAL

**ATTACHMENT D
RATES AND COMMISSIONS (continued)**

OPTION #2 – OFFEROR-PROPOSED CALLING RATES

CALL TYPE	COLLECT		PRE-PAID COLLECT		DEBIT AND/OR INMATE BASED PRE-PAID	
	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate	Surcharge	Per Minute Rate
Local						
Intralata/Intrastate						
Interlata/Intrastate						
International						
Commission Rate	%		%		%	
	TABLETS			AT HOME VIDEO VISITATION		
Commission Rate	%			%		

Financial Incentive: \$ _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT E

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION FORM

NAME OF OFFEROR: _____

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

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

SUBMIT THIS FORM WITH PROPOSAL