

REQUEST FOR PROPOSALS

RFP No. 2020-001

Issue Date: November 30, 2020

Middle Peninsula Regional Security Center

P.O. Box 403

170 Oakes Landing Road

Saluda, VA 23149

Phone: (804) 758-2338

Fax: (804) 758-4295

www.mprsc.org

Title:	INMATE COMMUNICATION SYSTEM
Proposals Due:	December 22, 2020 at 3:00pm
Project Overview:	Provide the Middle Peninsula Regional Security Center with an Inmate Communications System.

The Middle Peninsula Regional Security Center (the "Authority") is seeking proposals from qualified firms (the "Offeror" or "Contractor") to furnish the goods and/or services described herein and proposals will be received at the main entrance of the facility at 170 Oakes Landing Road, Saluda, Virginia 23149, through the due date and hour shown above (local prevailing time).

Pre-Proposal Conference: A site visit will be held at the Middle Peninsula Regional Security Center on December 8, 2020 beginning at 9:00 AM. **(Non-Mandatory)**

Questions: Questions or comments related to this solicitation shall be directed to the Buyer not later than 1:00 p.m. on December 11, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Buyer:	Andrea E. Hogge, Finance Director, ahogge@mprsc.org
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Copies of the proposal documents may be obtained from the Finance Department of the Middle Peninsula Regional Security Center. You may also download this solicitation at www.mprsc.org.

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

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SECTION A GENERAL TERMS AND CONDITIONS

1) PRE-PROPOSAL AND PROPOSAL SUBMISSION REQUIREMENTS

- a) All proposals must be signed by an officer or employee having the authority to sign on behalf of the firm.
- b) All proposals shall be submitted sealed with the proposal number, date and time clearly marked on the outside of the envelope or package. Proposals received at the Authority after the due date and time will not be accepted or considered. Failure to return required documents and information specified herein and failure to provide an authorized signature on the forms may result in a determination that the proposal will not be considered for award. Electronic transmittals (i.e. fax, email, etc.) will not be considered. All costs associated with preparing a proposal, including mailing costs, are the Offeror's responsibility.
- c) Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the Authority, including sales tax, delivery charges, or other surcharges. Prices quoted shall be the final cost to the Authority. All deliveries shall be F.O.B Destination. Price changes shown on the outside of the envelope are not acceptable and will not be considered.
- d) If the Authority is closed for business on the due date and time for proposals, regardless of reason, proposals will be accepted on the next business day of the Authority at the originally scheduled time.
- e) The Terms and Conditions in this Request for Proposals shall supersede any terms and conditions offered. Any additional conditions an Offeror intends to be considered, must be submitted as part of the proposal and be indicated on the Proposal Form. Such exceptions may result in the proposal being determined non-responsive.
- f) Submission of a proposal by the Offeror is not to be construed as an award or an order to ship.
- g) A proposal by the Offeror certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity, nor are they an agent of any person or entity that is currently s debarred. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Offeror from award of a contract.

2) **CLARIFICATION OF TERMS/ADDENDA:** If any Offeror has questions about the specifications or other solicitation documents, the Offeror shall contact the buyer whose name appears on the face of the solicitation no later than the due date and time posted on the cover page. Changes or supplemental instructions related to this Request for Proposals will be in the form of written Addenda. All Addenda will be posted online with this solicitation. It is the Offeror's responsibility to check for Addenda prior to the proposal due date and time to ensure that all addenda are received.

3) **AWARD:** Award shall be made in accordance with Section C.

4) **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this Requests for Proposals shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means (email). All notices related to contract award, modifications, renewals, and terminations will be handled through the Finance Department. The Finance Department primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments.

- 5) **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to the Authority for the purchase of such goods and/or services. The Authority's extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).
- 6) **COOPERATIVE PURCHASE:** If authorized by the Offeror, the contract resulting from this Request for Proposals may be extended to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). The Authority is not a party to such contracts and is not responsible for placement of orders, payment or discrepancies of the participating jurisdictions. It is the Offeror's responsibility to notify the jurisdictions of the availability of contract(s). Offerors who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in the proposal.
- 7) **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**
- a) All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50, as amended, or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized.
- b) Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or 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. The City may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.
- 8) **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The Authority desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the Authority's procurement activities. The Authority encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service-disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities.
- 9) **FAITH BASED ORGANIZATIONS:** The Authority does not discriminate against faith-based organizations.
- 10) **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- a) It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.
- b) The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation

shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d) The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontractor or vendor.

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

- a) For the purposes of this subsection, "A drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this subsection, 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.

12) PAYMENT TERMS:

- a) Payment terms shall be "Net 30 Days" unless otherwise stated by the Offeror as part of the proposal. Alternate terms may be offered for prompt payment of bills.
- b) The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
- c) Late payment charges shall not exceed the allowable rate specified by the Commonwealth of Virginia Prompt Payment Act. (1% per month).
- d) If offered, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
- e) Payment terms may be considered in determining the most advantageous offer.

13) HOLD HARMLESS AND INDEMNIFICATION:

- a) The Contractor shall defend, indemnify and hold the Authority, and Authority's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees, agents, and volunteers, or incurred by or claimed against the Authority, Authority's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the Authority due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under

any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof.

- b) The Contractor agrees to defend and save the Authority, its agents, officials, volunteers, and employees harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

14) LAWS AND REGULATIONS: The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.

15) GOVERNING LAW AND VENUE: This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia. Any litigation with respect thereto shall be brought in the courts of the County of Middlesex, Virginia.

16) RIGHTS UNDER ANTITRUST LAWS: The Offeror assigns to the Authority any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the proposal. This provision is remedial in nature and is to be liberally construed by any court in favor of the Authority.

17) IMMIGRATION REFORM AND CONTROL ACT OF 1986: The Offeror certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.

18) ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Authority.

19) DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Authority, 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 the Authority may have.

20) TERMINATION FOR CONVENIENCE: The Authority reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty and without liability for goods or services which have not been delivered, provided, or ordered as of the date of notice of termination/cancellation, upon 30 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Contractors may request cancellation of their contract upon 60 days written notice to the Authority. The Contractor shall be responsible for delivering their goods or services during this period at the contracted price.

21) TERMINATION FOR CAUSE:

- a) In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the Authority may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.
- b) The Authority may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the

notice. Upon failure of the Contractor to cure the default, the Authority may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the Authority terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the Authority shall not constitute a waiver by the Authority of any other rights or remedies available to the Authority by law or contract. In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the Authority of any other rights or remedies available to the Authority by law or contract.

- 22) RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the Authority to the Contractor, or the waiver by the Authority of any provision under the contract including any obligation of the Contractor, constitute or be construed as a waiver by the Authority of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the Authority while any such breach or default exists shall not impair or prejudice any rights or remedies available to the Authority.
- 23) SEVERABILITY:** If any provision of the contract resulting from this Request for Proposals or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
- 24) INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the Authority.
- 25) CONFLICT:** In the event of a conflict between the contract documents, including these terms and conditions and the terms of a purchase order or related document issued by the Authority, the contract documents shall control.
- 26) NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The contract shall not restrict the Authority from acquiring similar, equal or like goods and/or services from other sources.
- 27) RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract and shall submit copies of such documentation when requested by the Authority. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Authority and its employees, agents or authorized representatives after giving at least three (3) days notice to the Contractor by the Authority. The Authority shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the Authority to the Contractor pursuant to this contract or any renewal or extension of this contract. The Authority's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
- 28) ENTIRE AGREEMENT:** The contract resulting from this Request for Proposals and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed

by the parties hereto.

- 29) DEBRIEFING:** All information regarding Offerors and proposals shall remain confidential during the review process. All proposals must be kept confidential until award of a contract. After an award or decision of award is made, the file is available in the Finance Department for public review. Interested parties may request a review time during normal business hours, 8:30 a.m. – 4:30 p.m., Monday -Friday.

SECTION B CONTRACT SPECIFIC TERMS AND CONDITIONS

- 1) **QUESTIONS:** Questions regarding this Request for Proposals (RFP) must be received prior to the date and time posted on the cover page.
- 2) **SITE VISIT:** A site visit is scheduled related to this RFP on the date, time, and location posted on the cover page.
- 3) **CONTRACTOR QUALIFICATIONS:** Firms shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
- 4) **METHOD OF AWARD:** The Authority will make a single award to the responsible Offeror(s) who has made the best proposal and determined to be most advantageous to the Authority.
- 5) **CONTRACT/AGREEMENT:** Following award, a contract/agreement will be executed between the Offeror and the Authority.
- 6) **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Office of Purchasing in advance.
- 7) **CONTRACT PERIOD/ RENEWAL:** The initial contract period will be for two years from date of award with the option to renew, at the Authority's sole discretion, for eight (8) additional one (1) year periods.
- 8) **DELIVERY OF GOODS/SERVICES:** The time of proposed delivery must be stated in definite terms. If time of delivery for different goods and/or services varies, the Offeror shall so state in the proposal. Delivery tickets shall show quantity, description, unit price, total price, purchase order number and release number.
- 9) **INVOICING:** Invoices shall be sent to: Finance Department, Middle Peninsula Regional Security Center, PO Box 403, Saluda, VA 23149.
- 10) **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line Item Number(s), Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspections.
- 11) **QUANTITIES:** Actual quantities purchased may be more or less than those estimated. Upon mutual agreement, the Authority reserves the right the purchase additional quantities of goods or services at the contract price within six months of award.
- 12) **EQUIPMENT:** Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
- 13) **INSURANCE:** The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the Authority, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workers' compensation laws. Following award of the contract, the Contractor shall furnish proof of said insurance prior to commencement of services. Separate forms, which name the Authority as additional insured and as alternate employer, must be included with the Certificate of Insurance. **Please make sure prior to submitting a proposal that all insurance endorsements forms have been reviewed by your insurance carrier.**
 - a) Contractor shall have ten (10) days from the date of the Authority's request, to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Authority to award a contract to the next responsive Offeror, and hold the original contractor liable for excess costs.

- 14) EXAMINATION OF CONDITIONS:** Each Offeror shall fully investigate site conditions and determine work conditions and take necessary measures to ensure a complete understanding of the specifications and work requirements. Failure to become familiar with the site conditions or work conditions will not relieve the Contractor from furnishing all materials or performing the work in accordance with the Specifications or Scope of Work.
- 15) SCHEDULING AND DELAYS:** The parties to a contract resulting from this RFP acknowledge that all or part of the work to be performed hereunder may be delayed and extended at the option of the Authority. Such delays may be caused by delays, denials and modifications of the various state or federal permits, or for other reasons. The Authority shall not be required to pay any of the Contractor's direct or indirect costs, or claims for compensation, extended overhead, or other damage or consequential damages arising out of or related to any delays or interruptions required or ordered by the Authority. If the Authority delays the project for any reason for a continuous period of ninety (90) days or more, the Authority and Contractor will negotiate a mutually agreeable adjustment to the Contractor's award amount.

SECTION C SUBMISSION REQUIREMENTS AND EVALUATION

1) PROPOSAL SUBMISSION

Submit *one* original paper version (conspicuously marked as “ORIGINAL”) and three (3) complete paper copies and *one* (1) electronic version(s) on CD or USB/” Thumb Drive” (a USB/” Thumb Drive” is preferred) of the proposal by the due date and time specified on the cover page. Proposals shall be delivered to the Finance Department, Middle Peninsula Regional Security Center, 170 Oakes Landing Road, Saluda, VA 23149.

All proposals must be sealed and labeled with the *Proposal Name* and *Proposal Number* and include the Offeror’s name and address on the outside of the package.

All proposals (including all documents, schedules, reports, plans and other attachments) will not be returned. Electronic versions shall be exact duplicates of the paper version. In case of a conflict between the original paper version and the electronic version, the original paper version shall prevail.

2) TECHNICAL PROPOSAL FORMAT

To facilitate the analysis of proposals, Offerors are encouraged to prepare the proposal according to the instructions and in the order presented in this section. Proposals should be prepared as simply as possible with straightforward, concise descriptions to demonstrate an understanding of the project and services required by the Authority. Proposals that provide innovative alternatives and creative approaches are encouraged. Any other information thought to be relevant, but not applicable to the categories below, may be provided as an appendix to the proposal.

The proposal should be organized with tabs in the following order and minimally contain the following information:

- Attachment A - Proposal Form. The Proposal Form should act as the cover pages of the proposal.
- An executive summary that provides a narrative, prepared in non-technical terms, summarizing the proposal.
- A profile which includes company/firm history, ownership, products or services offered, qualifications, financial status, etc.
- A description of the Offeror’s understanding of the requirements contained in the Scope of Work which should include as a minimum detailed description of the following:
 1. Installation Requirements
 2. Transition
 3. Inmate Telephone System “ITS” Application Specifications
 4. Personal Identification Number Application
 5. Monitoring and Recording Requirements
 6. Pre-Paid/Debit Application
 7. Any Additional Technology Available
- A detailed plan which will be used, to meet implementation requirements identified in the Scope of Work to include implementation timeline for project completion.
- Successes on projects similar in size and scope.
- References (using reference form)

- 3) **RATES, FEES AND COMMISSIONS-** Complete and provide the Billing Rates, Fees and Commissions Form (Attachment B) **submit with your proposal.**
- 4) **EVALUATION CRITERIA:** Each proposal will be evaluated according to the following criteria. The criteria are listed in order of importance:
- a) The demonstrated understanding and approach to provide the services contained in the Scope of Work
 - b) Successful experience and capabilities of the firm providing similar services.
 - c) Experience and demonstrated knowledge of key personnel.
 - d) Rates and Commissions
 - e) Implementation Plan with timeline for project completion.
 - f) Completeness of Proposal.

5) **EVALUATION OF PROPOSALS:**

Proposals will be evaluated according to the established evaluation criteria. The Authority will select two (2) or more Offerors from all proposals submitted that are deemed to be fully qualified and best suited to provide the required services for discussions/interviews with the selected Offerors. The Authority will conduct negotiations with each of the selected Offerors and may obtain best and final offers. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror.

Should the Authority determine that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than others, a contract may be negotiated and subsequently awarded to that Offeror if the Authority finds, in its sole discretion that such a selection is in the best interest of the Authority.

SECTION D SCOPE OF WORK

- 1) **PURPOSE:** The purpose of this Request for Proposals (RFP) is to solicit proposals to provide the Middle Peninsula Regional Security Center “Authority” with reliable, cost effective inmate communications service which meets the requirements described in this RFP at its facility located at 170 Oakes Landing Road, Saluda, VA 23149.
 - a) Details about the Facility can be found in **Appendix A – Facility Specifications**. Authority is seeking an experienced Contractor to provide, install and maintain a turn-key inmate telephone system including the provisions for visitation telephone recording and monitoring at the Facility. Contractor shall provide telephone services to the inmates utilizing an Inmate Telephone System (“ITS”) in accordance with the requirements and provisions set forth in this Request for Proposal.
 - b) The Authority is seeking providers with a track record of offering low rates and fees to both the inmates and their families. Ideally, rates, single-payment call rates and ancillary fees will be in line with recent Federal Communications Commissions (“FCC”) and state recommendations. All respondents will be required to fully outline their rates (local, intrastate, interstate and international), as well as all account funding, management and billing fees.
- 2) **SCOPE OF WORK:**
 - a) The Authority requires a turnkey inmate calling solution which shall include, without limitation, collect, pre-paid collect, paperless debit interface with the commissary provider, international collect calling to Mexico, free calling to specific services and free visitation phones (for onsite visitation). Contractor shall install and operate and maintain inmate and visitation telephones and related equipment. Contractor shall, without cost to the Authority, provide all wiring for the inmate and visitation telephones, install the inmate and visitation telephones and the related hardware and software specifically identified herein, to enable inmates at the Facility to complete, without limitation, local, long distance and/or international collect, pre-paid collect, debit and free calls as well as visitation sessions from the Facility.
 - b) Contractor shall supply details of Contractor’s proposed ITS which shall include, but not be limited to: system version (if Contractor uses multiple ITS versions and/or releases), system design (centralized vs. premise-based), technical specifications, software applications, hardware architecture and networking capabilities.
 - c) Include a description, as well as visual aids, of the inmate and visitation telephone sets, TDD units and cart/portable sets proposed for installation at the Facility.
 - d) Contractor shall pay commission on all Gross Call Revenue generated by and through the proposed ITS. Gross Call Revenue consists of all compensation, earnings, gain, income, generated revenue, payment, proceeds or receipts paid to or received by Contractor that are in any way connected to the provision of service pursuant to this RFP and Agreement. Gross Revenue includes, by way of example and not limitation, all the following: all per-call surcharges, per minute fees and any additional fees and/or charges generated by the completion of all calls (including any combination of free, collect, text collect, single- payment, debit, and pre-paid local, INTRAlata/INTRAsate, INTRAlata/INTERstate, INTERlata/INTRAsate, INTERlata/INTERstate and International calls), additional fees and/or charges added to the total cost of a call or added to the called party’s bill or any other compensation received by Contractor.
 - e) Contractor shall pay commission on total Gross Call Revenue (as defined above) before any deductions are made for unbillable calls, bad debt, uncollectible calls, taxes, fraudulent calls, Local Exchange Carrier (“LEC”) adjustments or any other Contractor expense.
 - f) Contractor shall not implement any additional fees to be added to the called party’s bill or paid by the calling or called party (with the exception of those associated with establishing/funding of pre-paid

collect accounts) for inmate telephone calls from the Facility. All fees must comply with the Virginia Division of Public Utility Regulation or the Federal Communications Commission FCC regulations and be approved by the Authority prior to implementation. The Authority and Contractor shall mutually agree on the method for compensation associated with the additional charges/fees due to the Authority.

- g)** Any charges/fees added to the called party's bill not in compliance with the Virginia Division of Public Utility Regulation or the Federal Communications Commission FCC regulations, and implemented without the express written consent of the Authority, shall receive a notice of contract default.
- h)** The Authority shall notify Contractor of any unapproved additional fees and/or charges of which the Authority becomes aware of and shall provide Contractor with notice of default.

 - 1)** Should the Authority and Contractor mutually agree that the charges/fees will remain, the Authority and Contractor shall mutually agree on a method for compensation.
 - 2)** Should the Authority and Contractor mutually agree that the charges/fees are to be discontinued, Contractor 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.
- i)** Notwithstanding the foregoing, Gross Revenue does not include:

 - 1)** Pre-Paid Collect fees. Pre-paid Collect fees are defined as fees imposed on called parties who set up and/or fund a pre-paid collect account with Contractor to accept calls.
 - 2)** Required regulatory charges and taxes that are intended to be paid by the called party and then remitted 100% by the billing party to the appropriate governmental agency. Commissions are not considered a required regulatory fee.
 - 3)** A "Free" call shall be defined as a call not generating any revenue or compensation for Contractor. Calls to telephone numbers that appear on the free call list supplied by the Authority shall not generate revenue or compensation for Contractor and shall not be commissionable to the Authority. Only those numbers designated by the Authority on the free call list shall be marked as "Free" in the ITS and designated as such in the call detail records. In the event Contractor receives revenue or compensation, notwithstanding the source, from any third party related to a completed free call, such revenue shall be included in Gross Revenue and commissionable to the Authority. The Authority reserves the right to enter a free number in the ITS as deemed appropriate by the Authority and without the assistance of Contractor.
 - 4)** A call is deemed complete, and considered part of Gross Revenue (as described above), when a connection is made between the inmate and the called party, whether such connection is established by positive acceptance or by live or automated machine pick-up (e.g. when the ITS considers a tone from an answering machine, voicemail, Interactive Voice Response ("IVR"), etc. as passive acceptance). The call shall be deemed complete and commissionable regardless if Contractor can bill or collect revenue on the call.
 - 5)** Contractor agrees that it is entirely responsible for calculating, collecting and remitting all fees and taxes, including sales tax where applicable, on all services and items provided to the inmates. This includes all taxes as applicable for collect, debit, pre-paid and any other calls or services provided.
 - 6)** Contractor may, upon request from the Authority, utilize the onsite commissary provider to distribute and charge for debit calling, provided there is a written agreement regarding the form and manner of how the associated taxes are to be collected and remitted.

In the event the commissary provider collects and remits taxes for these debit transactions, Contractor is solely responsible for obtaining a resale certificate from the commissary provider. The Contractor is responsible for obtaining all proper documentation from the commissary provider. Contractor's agreement with the commissary provider must address the requirements set forth in this section.

- j) Contractor will absorb all costs to interface with onsite commissary provider. Contractor may ask for assistance from the Authority to help negotiate the cost to interface with onsite commissary provider if such costs to interface are considered excessive.
- k) It is expressly understood that the Authority is not responsible in any way, manner or form for any of Contractor's costs, including but not limited to taxes (including sales tax), shipping charges, network charges, insurance, interest, penalties, attorney fees, liquidated damages, licenses, fees, regulatory and state compliance violations, tariffs or other costs related to Contractor's services.
- l) Commission for debit calls shall be based upon total Gross Call Revenues (as defined above) generated from debit call purchase or usage and is payable under **Item (r) Payment and Reporting**.
- m) On the 5th day of the month following the month of traffic, Contractor shall submit a monthly invoice and corresponding debit purchase or usage report to the Authority for the full amount of the debit purchased or used (less any issued refunds) for the prior traffic month.
- n) **Rate Requirements**
 - 1) Contractor must agree to provide the required calling rates specified in **Attachment B Rates, Fees and Commissions** and must be in compliance with state and federal laws and applicable regulations, including rates, single-payment products and all ancillary fee and transaction fee caps.
 - 2) Before any new calling rate increases or decreases are implemented, including regulatory agency required changes, Contractor must submit a written request to receive approval from the Authority and the Authority will provide their respond to the Contractor's request in writing.
 - 3) If Contractor decreases the calling rates without the written approval of the Authority, Contractor shall be responsible for paying commissions on the Gross Call Revenue calculated by applying the calling rates prior to the unapproved change.
 - 4) If Contractor increases the calling rates without the express written approval of the Authority, the Contractor shall be responsible for paying commission on the Gross Call Revenue calculated by applying the increased rates.

The Contractor must also issue refunds to all overcharged end-users or inmates within 5 business days; a list of the issued credits must be provided to the Authority as documentation. The Authority will not issue a refund of commission paid by the Contractor for unapproved rate increases. If Contractor is unable to issue refunds and/or provide the required documentation, the Contractor shall issue a payment to the Authority as a concession. The payment amount shall be in the amount of the Contractor's portion of the Gross Call Revenue generated from the overbilled calls.
 - 5) Contractor will implement any rate adjustments requested by the Authority within 10 business days of the request, subject to regulatory approval.
- o) **Payment and Reporting**
 - 1) The Authority requests that all commission payments be sent via Check(s) or ACH. The Authority requests a minimum annual guaranteed commission payable in advance in quarterly, semi-annual, or annual payments. Remaining commission shall be paid by the Contractor on or before the last day of the month following the end of each contract year.
 - 2) Contractor shall provide monthly traffic detail reports to the Authority on or before the 15th day of the month following the traffic month. The Authority requires the traffic detail reports be available via web-based reporting that is updated on a real- time basis and can be run in an exportable format.
 - 3) Traffic detail reports shall include a detailed breakdown of all traffic, including but not limited to all collect, pre- paid, international collect, debit calls, free calls and incomplete calls down to the inmate level and for each inmate telephone at the Facility:
 - (a) Local Call, Minutes, Gross Call Revenue and Commission
 - (b) INTRAlata/INTRAsate Call, Minutes, Gross Call Revenue and Commission

- (c) INTERAlata/INTRAsate Calls, Minutes, Gross Call Revenue and Commission
 - (d) INTRAlata/INTERstate Calls, Minutes, Gross Call Revenue and Commission
 - (e) INTERAlata/INTERstate Calls, Minutes, Gross Call Revenue and Commission
 - (f) International Calls, Minutes, Gross Call Revenue and Commission
 - (g) Commission Rate (%);
 - (h) Total Calls, Minutes, Gross Call Revenue and Commission Amount;
 - (i) Traffic Period and Dates.
- p) The Contractor shall provide a sample report showing how all of the above requirements will be met. Contractor shall indicate if any of the required fields above cannot be provided or supplied in the Exceptions addendum section of its response to this RFP.
- q) The system Call Detail Records (“CDRs”) and call recordings shall be stored in a minimum of 3 locations to avoid any possibility of CDRs being lost. Please provide the name or locations of your cloud storage provider.
- r) Commission discrepancies must be resolved by Contractor and to the Authority’s reasonable satisfaction, within 30 days of receipt of discrepancy notification from the Authority or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of the Authority. The Authority further retains the right to pursue any other legal remedies it deems necessary.
- s) Commission payments, traffic detail reports, billing files, CDRs and/or reports not containing the required fields, received by the Authority after the date specified in (r) Payment and Reporting are subject to late fees.
- t) Late charges for late commission payments shall be equal to 5% per month of the commission due.
- u) Late charges for reporting shall be a fee of 5% per month of commission due for each report not received by the 15th day of the month following the traffic month or for each report that does not contain all of the fields and information identified above.
- v) If the commission payment is late, reporting is late and/or reports do not contain all required fields, late charges and/or fines for all three shall apply.
- w) **Reconciliations**
- 1) From the Effective Date of the Agreement and for a period of 2 years after the termination of the Agreement, upon 10 business day’s written notice, the Authority shall have the right to examine and/or reconcile the Contractor’s information (records, data, compensation records) pertaining to the Agreement.
 - 2) The Authority requires the Contractor to maintain accurate, complete and reconcilable records, in electronic format, detailing the Gross Revenues from which commissions can be determined. The records shall include all CDRs, billing files, pre-paid card sales and associated invoices, debit usage reports and associated invoices and commissioning reports during the term of the Agreement.
 - 3) The Authority reserves the right to delegate such examination and/or reconciliation of records to its Designated Agent or another third party of the Authority’s sole choice.
- x) **System Requirements:** Inmate telephone services are to be provided and shall comply with the most current applicable Federal Communication and/or Virginia Division of Public Utility regulations relating to inmate telephone service in correctional facilities. Contractor shall be responsible for maintaining and monitoring the most current regulations relating to inmate telephone service throughout the term of an Agreement.
- y) **Installation Requirements**

- 1) In its response to this Request for Proposal, Offeror shall submit an implementation plan, which shall include an installation schedule. Initial installations must be completed within 60 days of the effective date of the Agreement. The implementation plan will become a part of the Agreement and must be followed.
- 2) If any portion of the installation is not completed within the timeframe allowed in the agreed-upon implementation plan, Proposer may incur liquidated damages in the amount of \$500.00 for each day beyond the installation date until the installation is incomplete. However, Proposer shall not incur liquidated damages if the cause of the delay is beyond the Proposer's reasonable control.
- 3) Should Contractor incur liquidated damages, the Authority will invoice Contractor. Payment of the invoice shall be made to the Authority within 30 days of Contractor's receipt of the invoice.
- 4) Contractor shall be responsible for all costs associated with the inmate telephone and visitation system, which shall include but not be limited to, the necessary labor, parts, materials, transportation purchase of equipment, wiring, new electrical circuits, cables, installation, service, maintenance, voice network and transmission, data network, and day-to-day operation to maintain all proposed telephones in good working order and in compliance with the equipment manufacturer's specifications.
- 5) Proposer agrees to obtain the Authority's written approval before making any physical changes to the Facility, such as drilling into walls, floors, ceilings or any other portion of the Facility.
- 6) Contractor shall install the telephones, pedestals, mobile carts, enclosures and ITS equipment and software in accordance with the manufacturer's specifications.
- 7) All telephone equipment provided shall be fully operational at the time of the initial installation.
- 8) The telephone sets shall be suitable for a correctional environment, stainless steel, sturdy, non-coin, vandal and tamper resistant; the cord length for the inmate and visitation telephones is specified in **Appendix A – Facility Specifications**. The telephones must not contain any exterior removable parts.
- 9) Proposer agrees to work in conjunction with the Authority's Information Technology Contractor and Maintenance Department to coordinate all new and additional wiring needs.
- 10) Use of existing conduit, raceways, cable, wiring, switches and terminal within the Facility is at the risk of Proposer. Exposed wiring is not permitted. Ownership of any wiring or conduit installed under the Agreement by the Contractor becomes the Authority's property upon termination and/or expiration of the Agreement.
- 11) Contractor 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 meet all applicable Electronic Industries Alliance/Telecommunications Industry Alliance ("EIA/TIA") wiring standards for commercial buildings and must be approved by the Facility's maintenance personnel. Contractor shall remove any replaced wiring.
- 12) At no cost to the Authority, the Contractor shall install additional telephones (inmate and visitation), monitoring and recording equipment as needed, within 30 days of request or an agreed upon term by both parties.
 - (i) If the installation of the additional telephones (inmate and visitation) is not completed within agreed upon terms, Contractor may incur liquidated damages in the amount of \$300.00 for each day beyond the agreed upon installation date until the installation is incomplete. However, Contractor shall not incur liquidated damages if the cause of the delay is beyond the Contractor's reasonable control.
 - (ii) Should Contractor incur liquidated damages, the Authority will invoice the Contractor. Payment of the invoice shall be made to the Authority within 30 days of the Contractor's

receipt of the invoice.

- 13) Contractor shall provide, install, maintain, replace and upgrade adequate surge and lightning protection equipment on all lines used for the ITS.
- 14) All telephone equipment shall be powered by the telephone line, not require an additional power source and shall have an Uninterruptible Power Supply (“UPS”) back-up power. A separate power supply shall not be required. A power source will be available at the demarcation location.
- 15) Installation of all telephones and related equipment shall be accomplished during normal business hours at the Facility unless alternate arrangements are made in advance.
- 16) Contractor shall clean-up and remove all trash and packaging materials resulting from work performed. Unless otherwise specified by the Authority, no equipment, inventory or spare parts shall be stored by Contractor at the Facility.
- 17) Contractor shall correct any damage to the Authority’s property caused by maintenance or installation associated with the ITS, including repairs to walls, ceilings, etc.
- 18) Contractor shall install, repair and maintain all Contractor provided equipment and lines, including but not limited to, any wiring or cable work required from the demarcation throughout the Facility. All Contractor provided equipment, installation, maintenance, repair costs and all costs or losses due to vandalism shall be the total responsibility of Contractor.
- 19) Contractor shall indicate any environmental conditions required for the proposed ITS; indicate whether Contractor proposes to make any changes to the phone room at the Facility based on the site evaluation.
- 20) Contractor shall provide written documentation indicating that all circuits have been tested and all cables, pairs, fiber strands, blocks, etc. are legibly marked after the completion of each installation.
- 21) Contractor shall install/mount its equipment in accordance with the Authority’s requirements.
- 22) Contractor will guarantee they utilize at a minimum, two completely mirrored/redundant systems in separate cities for call processing and redundancy.

z) Transition

- 1) For the initial installation, Contractor will work with the Authority and the incumbent inmate telephone service provider to ensure an orderly transition of services, responsibilities and continuity of the services required by the Authority.
- 2) For the initial installation, Contractor will import current users and blocked numbers lists from the incumbent inmate telephone service.
- 3) Upon expiration, termination, or cancellation of the Agreement, Contractor shall accept the direction of the Authority to ensure inmate telephone services are smoothly transitioned. At a minimum, the following shall apply:
 - (i) Contractor acknowledges that the CDRs, call and visitation recordings, documentation, reports, data, etc., contained in the ITS are the property of the Authority. The Authority acknowledges that the ITS hardware and software are the property of the Contractor.
 - (ii) The CDRs, call and visitation recordings, documentation, reports, data, etc. shall be available to the Authority by Contractor on the reporting interface for up to one (1) year after contract termination.
 - (iii) Upon request the proposer shall provide a full export of CDRs in the format requested by the Authority.
- 4) Contractor shall discontinue providing service or accepting new assignments under the terms of the Agreement, on the date specified by the Authority. Contractor agrees to continue providing

all services in accordance with the terms and conditions, requirements and specifications of the Agreement for a period not to exceed 90 calendar days after the expiration, termination or cancellation date of the Agreement. Commissions will be due and payable by Contractor to the Authority at the percentage provided in the Agreement until collect, debit and/or pre-paid calls are no longer handled by Contractor.

- 5) Proposer agrees to remove its equipment at the conclusion of the Agreement in a manner that will allow the reuse of wiring/cabling associated with the ITS.

aa) ITS and User Application Specification

- 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, international calling and audio recording of visitation sessions.
- 2) The ITS shall be configured to process all or any combination of the following bill types, without limitation: collect, free, pre-paid collect, pre-paid card, international collect, debit and/or speed dial.
- 3) Proposer agrees to install the quantity of telephones, pedestals, mobile carts, enclosures, booths, etc. required by the Authority as outlined in **Appendix A – Facility Specifications**.
- 4) Proposer shall provide a sufficient number of lines, ports, channels, etc. to ensure inmates are allowed to place calls 99.5% of the time.
- 5) The reception quality shall meet telecommunication industry standards and shall be at least equal to the quality available to the general public. Contractor shall accept the Authority's reasonable decision regarding whether the reception quality is acceptable.
- 6) Call acceptance by the called party shall be accomplished for all calls through Dual-Tone Multi-Frequency ("DTMF") confirmation ("positive acceptance"). Voice recognition is not an acceptable method for positive acceptance.
- 7) The ITS will be capable of recognizing and distinguishing standard or irregular busy signals, standard or irregular ringing signals, answering machines, digital voicemail, cellular telephones, ring-back tones, etc. Contractor will provide information on how the proposed ITS will be able to meet this requirement.
- 8) Proposer must assume all responsibility for fraud or unauthorized dialing occurring on the ITS.
- 9) With each call, the ITS must provide an automated message to advise the called party that:
 - (i) The call is coming from a correctional facility;
 - (ii) The call is coming from a specific inmate; and
 - (iii) The call may be monitored and recorded.

(iv) Automated message indicating the call is from a correctional facility should be able to play a minimum of twice randomly during a 15-minute call.
- 10) With each call, the ITS must clearly identify the type of call being placed to the called party: collect, debit, free, etc. This recording must be free of any charges.
- 11) Contractor will indicate the number of times the ITS plays the call acceptance information to the called party and whether the called party may interrupt the prompts by selecting a digit on the keypad.
- 12) The ITS shall process calls on a selective bilingual basis: English and Spanish. The inmate must be able to select the preferred language at the time the call is initiated. Additional languages must be available if requested.
- 13) For calls that are not completed, the ITS shall play a recorded message to the inmate detailing why the call was not completed.

- 14) ITS shall allow free calls for the inmate telephones identified in **Appendix A – Facility Specifications**. Free calls will require an inmate to enter a PIN to place a call, and all free calls, excluding calls to attorneys, shall be recorded.
- 15) Upon request of the Authority, ITS shall allow two (2) free calls per inmate per week during times of declared emergency when the Facility is closed for visitation for more than two consecutive weeks. Such free calls shall begin on the third week of closure and shall cease when the Facility reopens. Free calls will require an inmate to enter a PIN to place a call, and all free calls, excluding calls to attorneys, shall be recorded.
- 16) Following the dialing sequence, Contractor will indicate whether the ITS can be configured to:
 - (i) Allow inmates to remain muted while still being able to hear the call progress (ex: ringing on the line, voicemail pick- up, etc.);
 - (ii) Place the inmate on-hold and not permit the inmate to hear the call progress.
- 17) In no event shall the inmate be allowed to communicate with the called party until the call is positively accepted.
- 18) The ITS shall be capable of programing specific speed dial codes to selected telephone numbers as determined by the Authority and at no cost to the Authority.
- 19) The ITS shall be capable of processing and completing international collect calls. Offeror must specify how international collect calls are processed and completed via the proposed ITS. The system WILL NOT allow the inmate to access a live operator to complete the call.
- 20) The ITS user application shall allow the Authority to query the Call History for inmate activities and calling patterns.
- 21) The ITS user application shall allow the following search criteria and filters to be applied to the Call History queries:
 - (a) Inmate Name (First, Last);
 - (b) Inmate Personal Identification Number;
 - (c) Date Range (Start Date/Time and End Date/Time);
 - (d) Facility(s);
 - (e) Called Number;
 - (f) Originating Number;
 - (g) Station Name;
 - (h) Call Type;
 - (i) Bill Type;
 - (j) Duration (minimum and maximum);
 - (k) Flagged Calls;
 - (l) Monitored Calls;
 - (m) Completion Type;
 - (n) Call Jurisdiction;
 - (o) Pre-Paid Card ID Number;
 - (p) Visitation Phone(s); and
 - (q) Custom Search.
- 22) The ITS user application shall allow Call History query results to be exported in a format selected

- by the Authority (.csv, PDF, Microsoft Excel 2010 or newer, etc.). Provide screen shots of the user application to demonstrate Offeror is able to meet this requirement.
- 23)** The ITS user application shall be equipped, at a minimum, to generate the following standard reports in addition to the CDRs:
- (a) Call Statistics by Date Range;
 - (b) Frequently Called Numbers;
 - (c) Frequently Used Personal Identification Numbers;
 - (d) Commonly Called Number;
 - (e) Call Detail Report;
 - (f) Gross Revenue Report by Date Range;
 - (g) Called Party/Number Accepting Report;
 - (h) Dialed Digit Collection on both caller and called party i) Total Calls;
 - (i) Calling List (PAN) Report;
 - (j) Pre-Paid Card Report;
 - (k) Debit Usage Report;
 - (l) Debit Balance and Funding Report;
 - (m) Pre-Paid Card Balance Report; o) Bill and Call Type Distribution; p) Phone Usage;
 - (n) Reverse Look-Up;
 - (o) User Audit Trail;
- 24)** The ITS user application shall allow the Authority to export the reports in a format selected by the Authority (.csv, PDF, Microsoft Excel 2010 or greater, etc.). Provide screen shots of the user application to demonstrate Offeror is able to meet this requirement.
- 25)** The ITS will have the capability to customize reports in a form mutually agreed upon by the Authority and the Contractor.
- 26)** Contractor's ITS user application shall at a minimum allow:
- (a) The creation, modification and deactivation of user accounts;
 - (b) The creation, modification and deactivation of inmate accounts;
 - (c) The creation and modification of telephone numbers in the ITS;
 - (d) Assignment of inmates or an inmate type to an agency, contracting agency, inmate telephone or a group of inmate telephones;
 - (e) Locating and accessing a specific recording by utilizing a unique recording/call identifier;
 - (f) Block/unblock telephone numbers without the assistance of the Contractor; and,
 - (g) Configure an alert that will detect an attempted call to a "number of interest", a call using a restricted Personal Identification Number, or a call made from a restricted telephone.
- 27)** Offeror shall indicate whether the ITS has the ability to allow the Authority to create, view and track service tickets associated with the ITS or Facility.
- 28)** The Contractor shall ensure continuous diagnostics and supervision for call processing and call recording. The Contractor shall be capable of performing remote diagnostics to the ITS to determine if a problem exists with the telephone, station port, channel, line, etc.
- 29)** The ITS shall comply with the Americans with Disabilities Act ("ADA") requirements including,

but not limited to, providing telephones which are accessible to persons in wheelchairs and providing devices that are compatible with Telephone Devices for the Deaf (“TDD”) or Video Relay Services.

(i) Proposer shall provide the number of TDD telephones and ports specified in **Appendix A – Facility Specifications**.

(ii) Proposer must indicate how the TDD telephones work with the proposed ITS.

30) The ITS shall be able to accommodate pro-bono calls to consulates for all countries which may be required for Immigration and Customs Enforcement (“ICE”) detainees. This option, when requested by the Authority, shall be provided at no cost to the Authority. The Contractor will accept the Authority’s direction for how pro bono calling services are configured via the ITS.

bb) Security Features

1) The ITS shall prohibit:

- (a) Direct-dialed calls of any type;
- (b) Access to a live operator for any type of calls;
- (c) Access to “411” and “311” information services unless permitted by Authority;
- (d) Access to 800, 866, 888, 877, 900, 911, and any other 800 or 900 type services; and
- (e) Access to multiple long distance carriers via 950, 800 and 10-XXX numbers.

2) The ITS shall prevent call collision or conference calling among telephone stations.

3) The ITS shall have the ability to shut down and/or disable an individual telephone or telephone group(s) quickly and selectively without affecting other telephones or telephone group(s). The Authority must be able to shut down the ITS via a workstation, our current control room operating system, the ITS user application, and/or by cut-off switches at several locations including, but not limited to:

- (a) At demarcation location;
- (b) Central control; and
- (c) By select housing units.

4) The ITS will not accept any incoming calls with the exception of inmate voicemails from allowed users.

5) Contractor shall provide a detailed explanation of the information displayed on the called party’s caller ID each time a call from the Facility is placed (e.g. unknown number, Contractor’s customer service number, Automatic Number Identification (“ANI”), etc.).

6) Upon detection of such, the ITS shall have a fraud prevention feature that can interject pre-recorded announcements, at any time during the conversation, informing the parties that the call is from a correctional facility.

7) The ITS shall allow the called party to block their telephone number during the call acceptance process. The called party should be able to either block calls only from the specific inmate or all calls from the jail.

8) As specified by the Authority, the ITS shall have the capability to allow calls to specific numbers at specified times during the day. Specific days and multiple periods throughout each day need to be configurable.

9) The ITS shall have the ability to limit the length of a call, provide service at specified times of the day and allowing a maximum number of calls per inmate, per month. The current call time limit for the Facility is specified in **Appendix A – Facility Specifications**.

- 10) DTMF analytics with capability of collect all digits pressed at any point during the call separated by caller and called party.

cc) Personal Identification Number Application

- 1) The Personal Identification Number (“PIN”) application shall work with the ITS allowing inmates to use PINs to complete calls via the ITS and include all of the following features and functionalities:
 - (a) The capability to provide collect, pre-paid and debit, free and speed dial calling utilizing a PIN;
 - (b) The capability to interface with the Facility’s Jail Management System (“JMS”) and commissary provider. The JMS provider is Southern Software. The commissary provider is currently Oasis Management Systems, Inc. It is the Proposer’s responsibility to contact the JMS or commissary provider, establish a working business relationship and identify the requirements necessary to interface with the JMS or commissary to ensure Proposer will be able to meet PIN requirements with the initial implementation. The Authority will not be responsible for paying any amount associated with the required interface.
 - (c) The capability to receive, accept and apply or strip alphanumeric characters in an inmate’s ID.
- 2) If applicable, the interface between the JMS or commissary and ITS shall automatically update the status of the PIN in the ITS based on the inmate’s status in the JMS (e.g. newly booked, transferred, released, etc.).
- 3) The ITS shall be capable of accepting a bulk data import of existing PIN information from the incumbent ITS.
- 4) The ITS shall be capable of providing PINS in the ITS immediately upon booking.
- 5) Once a PIN has been activated in the ITS, the inmate shall be allowed to place calls from any inmate telephone located at the Facility.
- 6) The ITS shall be capable of documenting the date/time when an individual PIN was added or modified in the ITS and the user making the change.
- 7) The ITS shall be capable of deactivating a PIN upon an inmate’s release and assigning a new PIN if the inmate reenters the Facility at a future date.

dd) Monitoring and Recording Requirements

- 1) The ITS shall be capable of monitoring and recording all inmate and visitation calls from any telephone within the Facility unless there are restrictions that prohibit the recording and monitoring of certain calls such as attorney-client privilege. The phones shall be capable of disabling the recording feature for the restricted calls.
- 2) The ITS shall allow designated users at the Facility to play back a recorded call or a call in progress (e.g. live monitoring) via the ITS user application without the need to download a third-party software.
- 3) The ITS shall provide simultaneous playback and continuous recording of calls and visits.
- 4) The ITS shall allow the user to continue to use the interface to search information while listening to a live call or recording.
- 5) The ITS shall allow the user to accelerate the playback of call recordings to at least 1.4 times.
- 6) Live monitoring that will allow the Authority to view, at a minimum, the following information in chronological order. Proposer shall indicate whether the live monitoring information can be sorted real-time by any of the items listed below and whether the live recording can be paused while listening.

- (a) Call Duration;
 - (b) Language Type;
 - (c) Phone Location Name;
 - (d) Inmate Name;
 - (e) Inmate PIN;
 - (f) Called Number;
 - (g) Called City, State;
 - (h) Call Status;
 - (i) Alerts, and;
 - (j) Notes.
- 7) All CDRs, including all attempted and completed calls, shall be stored online for a minimum period of 3 years or contract term and for a minimum period of 2 years following the expiration of the Agreement.
- (i) Proposer shall provide a detailed description of its proposed method for storing call recordings, to include information on Proposer's data redundancy practices.
 - (ii) The provision of remote access shall allow the Authority, as well as other outside personnel whom are authorized users, the same features and functionalities, permitted by the user's level of access, available on a web-enabled computers, laptops, tablets and smart phones.
- 8) For the term of the Agreement, the Authority shall have access to all CDRs and call recordings from all access computers, based on the user's access level.
- 9) The ITS shall be capable of providing alerts for certain calling events and, at a minimum, allow designated users to receive or be forwarded a live call to a specified destination. Proposer shall include detailed information on the ITS alert application and it shall include, at a minimum, the types of alerts available (cell phone, SMS text, email, etc.), and whether a security PIN for accessing the live call is required.
- 10) The ITS user application shall transfer/copy/export recordings with no loss in quality and shall be capable of placing an audio and visual date/time stamp with the recording. Proposer shall provide a detailed description of the process for transferring/copying/exporting recordings.
- 11) The ITS shall be capable of emailing and copying recorded calls onto a CD/DVD or other storage medium in either a ZIP file, WAV, ISO or MP3/data format with tamper free capabilities.

ee) Pre-Paid/Debit Application

- 1) Indicate whether the pre-paid/debit application is part of the ITS or whether an external platform is utilized for the provision of pre-paid/debit calling.
- 2) The pre-paid and/or debit application shall allow for pre-payment to a specific telephone number or an inmate's account. Provide a detailed description of all pre-payment/deposit methods available.
- 3) The ITS shall provide the inmate with the balance of the pre-paid or debit account at the time of the call.
- 4) The ITS shall provide the called party with the balance of their pre-paid collect account at the time of the call.
- 5) The pre-paid and/or debit application shall allow international calls.
- 6) Proposer shall describe its process for accommodating real-time refunds associated with pre-paid and/or debit accounts.

- 7) The ITS shall be capable of interfacing with the current JMS or commissary provider for ease of transferring money from the inmate's trust fund/commissary account to the ITS debit account as well as refunding any unused funds to the trust fund account upon the inmate's release. The JMS provider is Southern Software. The commissary provider is Oasis Management Systems, Inc. Further, Proposer shall state whether it has an established business arrangement and interface with commissary or JMS provider.

ff) Security

- 1) Contractor will provide names and identification information of employees accessing the Facility prior to arrival in order that the Authority to obtain the appropriate personnel background security clearance prior to arrival. All Proposer employees will comply with the Authority's policies and procedures. Entry to the Facility is subject to the approval of the Authority.
- 2) Platform and billing system must be Payment Card Industry (PCI) Compliant and Customer Proprietary Network Information (CPNI) Certified.

gg) Certifications and Accreditations: Please provide a list of all certifications and accreditations of company, including PCI (Payment Card Industry) Certification for credit card security, CPNI Certification, Better Business Bureau Accreditation, MBE/WBE certifications, etc.

hh) Training

- 1) Proposer shall provide onsite training to Authority's staff. Additional training (onsite or via the web) shall be provided to new staff at no cost to the Authority. Training manuals shall be provided to Authority staff at all training meetings and will become the property of the Authority.
- 2) When requested by the Authority, informational pamphlets shall be available to inmates and shall describe the applicable features and functionalities of the ITS.
- 3) Proposer will also provide full documentation for all of the ITS features in electronic format.

ii) ITS Upgrades and Performance Process

- 1) Proposer shall provide the Authority with written notice, including detailed information, of any new ITS software upgrades or features, within 30 days of the introduction of the new software or features into the industry.
- 2) Proposer shall adhere to the following performance process when upgrading the ITS, software, equipment, or performing any changes to the ITS at the Facility.
 - (i) Proposer shall perform extensive testing on all system changes or upgrades prior to introducing them to the Authority.
 - (ii) Proposer shall work with the Authority to schedule changes and/or upgrades during a time when the telephones are not being used regularly by the inmates.
 - (iii) Proposer shall coordinate a convenient time and day with the Authority to implement the changes or upgrades to the ITS to avoid an interruption in service

jj) General Maintenance

- 1) Proposer shall respond to repair requests from the Authority by arriving at the site promptly after reasonable notice has been given on a 24-hours a day, 7- days a week, 365-days a year basis.
- 2) Repairs or replacement of nonworking or damaged equipment or software shall be started by a qualified technician within 4-hours following notification of a service request or ITS failure.

Proposer must exhibit to the Authority a best effort approach to the completion of the repairs or replacement during the first 24-hours following notification of a problem. Proposer shall notify Middle Peninsula Regional Security Center any time a technician will be dispatched to the Facility and prior to the technician's arrival.

- 3) The Authority reserves the right to cancel the Agreement with Proposer if Proposer has not cured

a service problem within 10 business days of Proposer receiving notice of the problem from the Authority.

- 4) Proposer shall provide an escalation list for both normal maintenance and emergency outage/service issues at and/or related to the Facility.
- 5) Each party shall report to the other party any misuse, destruction, damage, vandalism, etc. to the ITS. Proposer will assume liability for any and all such damages.
- 6) All operation, maintenance and repair issues regarding the ITS service shall be reported by Proposer to the Authority promptly.

kk) Investigative Tools

- 1) The ITS shall provide extensive Investigative Tools. Proposer shall provide a detailed list of all investigative tools included in the ITS. The ITS shall include at a minimum the following:
 - (a) The capability to insert and store notes on all call recordings with a keyword search capability.
 - (b) The capability to provide date/time stamps for specific durations of each call recording.
 - (c) The capability to increase / decrease the playback speed of a call recording.
 - (d) A report showing “common telephone numbers called” for all telephone numbers called by more than one inmate.

ll) Additional Technology

- 1) The Authority would like to implement video visitation at no cost to the Authority to include, but not be limited to, any required cabling, equipment, installation, monitoring, and/or maintenance costs. Video Visitation would include only remote visits.
 - (i) Proposer shall provide an overview of this technology describing the service in full, including but not limited to, the following:
 - (a) Physical description and photos of the equipment and any applicable environmental requirements;
 - (b) Registration and scheduling process for visitors’ remote video visitation sessions;
 - (c) Computer requirements for remote visitors (software, hardware specifications, etc.);
 - (d) Payment options available to the general public for funding video visitation sessions;
 - (e) Monitoring and recording capabilities for investigative purposes;
 - (f) Video storage, copying and features to ensure the integrity of recorded sessions;
 - (g) Control features available to the Authority for managing the scheduling and completion of video visitation sessions; and
 - (h) Required integration with the JMS. The Authority will not be responsible for any cost associated with an interface if one is required to implement the video visitation solution.
 - (ii) Provider must provide two (2) references of facilities where this feature has been implemented for at least six (6) months.
 - (iii) Specify any fees or charges applicable to inmates/visitors, including the per-minute or per-session fee or charge and method of compensation to the Authority in **Attachment B Rates, Fees and Commissions.**
- 2) Authority may be interested in advertising space on console displays.
- 3) Authority may be interested in obtaining a correctional grade tablet solution for use by the inmates and for the purposes of education and entertainment.

- (i) Provider shall indicate how its proposed solution has the capability to meet each of the following requirements:
 - (a) The tablet solution shall integrate with the ITS, Commissary etc.
 - (b) The technology shall require the use of an inmate PIN or any other unique inmate identifier to sign in and/or complete actions.
 - (c) The tablet solution shall comply with the compensation and reporting requirements outlined in **Item D Compensation and Reporting.**
 - (d) Any applications must be approved by the Authority prior to implementation for inmate use.
 - (ii) Provider shall also provide detailed information regarding the following features and functionalities of its proposed tablet solution:
 - (a) Functions and security features that make the tablet(s) and associated software suitable for use in a correctional environment;
 - (b) Secure connectivity of its proposed solution;
 - (c) Network configuration, including details surrounding any wireless components, and security features that prevent the inmate from accessing Provider's network;
 - (d) Live monitoring capabilities;
 - (e) Investigative reporting;
 - (f) Charging and repair/replacement procedures.
 - (iii) Provider shall also provide information on any additional features of its proposed tablet solution that may be of interest to the Authority including, but not limited to, completion of inmate telephone calls, accessible applications, and any other functions/features for inmates.
 - (iv) Provider must provide two (2) references of Facility where this technology has been implemented for at least six (6) months.
 - (v) Specify any fees or charges applicable to inmates/end-users as well as the method of compensation to the Authority for any revenue generated by and through its proposed tablet solution in **Attachment B Rates, Fees and Commissions.**
- 4) The Authority is interested in an automated inmate information system solution for the Authority to provide automatic access of inmate information via phone. Provider must provide an overview of the automated inmate information system solution specifying whether the technology is capable of providing general information, via an automated service, pertaining to an inmate's status within the Facilities and indicating whether the technology utilizes voice recognition.
- (i) Provider shall include details on whether the technology is accessible by both the inmate and friends/family members as well as specifics regarding the information provided through the technology (e.g. court date, bail bond amount, release dates and etc.).
 - (ii) The application shall have the capability to interface with the JMS.
 - (iii) Specify any fees or charges associated with this technology in **Attachment B Rates, Fees and Commissions.** The Authority will not be responsible for any cost associated with an interface if one is required to implement the automated information technology.
- 5) The Authority would like to implement a cell phone detection technology at its Facility at no cost to the Authority. Provider must provide an overview of both mobile and stationary cell phone detection technology.
- (i) Specify any fees or charges associated with this technology in **Attachment B Rates, Fees and Commissions.**

- 6) The Authority is interested in continuing automated voicemail messaging via the ITS at no cost to the Authority. The Authority has only incoming voicemail to the inmates. Provider shall provide an overview of this technology specifying whether the ITS is capable of recording and storing all messages;
 - (i) Provider must provide two (2) references of Facilities where this feature has been implemented for at least six (6) months.
- 7) The Authority is interested in voice biometric technology. Provider should provide an overview of the technology, detail the enrollment process and indicate whether the technology performs an initial verification and/or continuous verification of the inmate's voice. This feature must be an integrated part of the ITS and must include analytical tools and reporting. The Authority will not be a "beta test site" for unproven technology.
 - (i) Provider must provide two (2) references of Facilities where this technology has been implemented for at least six (6) months.
 - (ii) Specify any fees or charges associated with this technology in **Attachment B Rates, Fees and Commissions.**
- 8) Provider shall provide information on any additional technology or optional features that may be of interest to the Authority. Provide detailed information on the functionalities of each as well as a complete description of the features and applications proposed.
 - (i) Detail any cost and/or method of compensation to the Authority associated with the additional technology or optional features offered/proposed in **Attachment B Rates, Fees and Commissions.**
- 9) The Authority is encouraging all participating Proposers to propose additional telephones to be installed and to recommend relocating the telephones at the Facility during the installation process. Proposers shall be able to identify the number of additional telephones and areas to relocate the telephones when attending the Site Visit.

APPENDIX A- FACILITY SPECIFICATIONS	
ADP:	164
Number of Beds:	306
Call Time Limit in Minutes:	15
Hours of Availability for Inmate Telephones:	8 am – 11 pm
# of Inmate Telephones Currently:	29
# of Spare Telephones Currently:	4
# of Visitation Sets Currently:	11
# of TDD/TTY Units Required:	2
# of Free Inmate Telephones for Booking:	3
# of Video Visitation units Currently at Main Jail:	0

ATTACHMENT A PROPOSAL FORM

(Completed Form Shall Be Submitted as Proposal Cover Pages)

RFP Number:	2020-001
Proposal Name:	Inmate Communication System
Due Date and Time:	December 22, 2020 at 3:00 PM

OFFEROR INFORMATION	
Firm/Company Name (Legal Name)	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(____) _____ - _____
Employer Identification Number (EIN)	____ - _____
Social Security Number (only if a EIN is NOT provided)	____ - ____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA**

SCC Identification Number: _____

or

Firm/Company is not required to have/maintain registration
because: _____

2. **ANTI-COLLUSION CERTIFICATION**

The undersigned certifies that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

3. **PAYMENT TERMS:**

“Net 30”
Other, Specify _____

If payment terms are not specified above, then the terms shall be “Net 30 Days”.

4. **ADDENDA:** Offeror hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Request For Proposals:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

5. **COOPERATIVE PURCHASING:** Offeror will extend term, conditions and prices to other jurisdictions.

Yes
No

6. **PROPOSER’S CHECKLIST:**

This checklist is provided to assist Offerors in submitting proposals. The proposal should include the following information in the quantities specified in the *Proposal Submission* section.

- Attachment-A Completed and Signed Proposal Form (This form should act as the cover for the proposal)
- Attachment-B Rates and Commissions
- Attachment-C Site Evaluation Registration Form
- Attachment-D Completed SWAM Form
- Completed W-9 (All proposals should include a W-9)
- Technical Proposal
- Attachment-E References
- Attachment-F Proprietary Information Form

7. **Authorization**

In accordance with the terms, conditions and specifications of this Request for Proposals, the undersigned agrees to furnish the items and/or services requested. The undersigned acknowledges that the proposal is valid **for a period of 180 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this Request for Proposals and is authorized to contract on behalf of firm named below.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____

Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

**ATTACHMENT B
RATES, FEES AND COMMISSIONS**

Offeror shall provide a commission for the Facility based on the proposed calling rates listed below. Proposer must detail **all** charges, fees and taxes that will be assessed for all collect, pre-paid and debit inmate telephone calls. Offeror may attach additional tables if Offeror chooses to provide more than 1 commission and calling rate option below. Authority prefers at least one “postalized” calling rate structure be offered. Failure to complete **Appendix B** may cause Offeror’s proposal to be rejected.

PROPOSED RATES

CALL TYPE	COLLECT	PRE-PAID COLLECT	DEBIT/PRE-PAID CARDS
	Per-Min. Rate / Total 15 min call	Per-Min. Rate / Total 15 min call	Per-Min. Rate / Total 15 min call
Local	\$ / \$	\$ / \$	\$ / \$
INTRAlata/INTRAsate	\$ / \$	\$ / \$	\$ / \$
INTERlata/INTRAsate	\$ / \$	\$ / \$	\$ / \$
INTERlata/INTRAsate	\$ / \$	\$ / \$	\$ / \$
INTERstate	\$ / \$	\$ / \$	\$ / \$
International	\$ / \$	\$ / \$	\$ / \$
Proposed Com. Rate (%):			
Proposed Fin. Incentive:			

ITS Allowed Fees	
Approved Charge/Fee Name	Amo
Pre-Paid Funding Fee (Automated):	\$
Pre-Paid Funding Fee (Live Representative):	\$
Pre-Paid Funding Fee via Cash, Money Order or Check:	\$
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):	\$
MoneyGram:	\$
Western Union:	\$
Other Third Party:	\$
Applicable Required Taxes:	\$

All Other Fees:	\$
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ATTACHMENT B (Continued)

All calling and single-payment rates and ancillary fee requirements for collect, prepaid collect, debit and prepaid calling charged by the Contractor to the calling or called party shall comply with the rate caps set forth by the Virginia Division of Public Utility Regulation and/or the FCC throughout the term of the Agreement. If the Virginia Division of Public Utility Regulation or the FCC issues regulations which mandate a change in the calling rates (individually or collectively, "Regulations"), Contractor shall be required to comply with any and all such changes. If this occurs, and such Regulations are applicable to the Agreement, Contractor shall be required to decrease the affected calling rates in accordance with the time period required by such Regulations.

ADDITIONAL TECHNOLOGY CHARGES/FEES AND COMPENSATION

At Home Video Visitation		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Tablets		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Automated Inmate Information System		
Charge/Fee Name	Charge/Fee Description	Amount

ATTACHMENT B (Continued)

Inmate Voicemail (Inbound Only)		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

Voice Biometrics		
Charge/Fee Name	Charge/Fee Description	Amount

Any Additional Technology/Optional Feature		
Charge/Fee Name	Charge/Fee Description	Amount
Method of Compensation:		

**ATTACHMENT C
REFERENCE PAGE**

MUST BE FOR EQUIVALENT SERVICES

(Completed Form Shall Be Submitted with the Proposal)

OFFEROR NAME _____

Reference 1

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 2

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

Reference 3

Name of Business, City, County or Agency	Street Address	City & State	Contract Dates
Contact	Title	Telephone	Email Address
Description of Work Performed:		Contract Amount: \$	

ATTACHMENT D
PROPRIETARY INFORMATION
(Completed Form Shall be Submitted with the Proposal)

OFFEROR NAME _____

Trade Secrets or Proprietary information submitted by an Offeror or Contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror or Contractor must invoke the protections of this section prior to or upon submission of data or other materials to be protected and state the reasons why protection is necessary. *Price quotations in proposals submitted to the Authority are not “proprietary” or “confidential”.* They are considered public information. Information leading to the decision to award, including prices and other factors, shall be made public (section 2-557.2 of City Code).

Please mark one:

- No**, the proposal does not contain any trade secrets and/or proprietary information.
- Yes**, the proposal does contain trade secrets and/or proprietary information.

If **YES**, please list the *page numbers* **and** the *reasons* why the information is considered a trade secret or proprietary information. These pages shall be conspicuously labeled “**PROPRIETARY INFORMATION**” in **red** ink at the top and bottom center of each page. **Do Not Mark the Whole Proposal Proprietary. Offerors are encouraged to provide a single redacted electronic copy of the proposal (i.e. CD or Thumb Drive) with the Original paper proposal if proprietary information in contained in the proposal.**

EXHIBIT I
INSURANCE REQUIREMENTS (rev. 10/30/2020)

READ THE INSURANCE REQUIREMENTS CAREFULLY TO ENSURE A COMPLETE UNDERSTANDING PRIOR TO SUBMITTING A PROPOSAL

Insurance: The Offeror shall maintain adequate liability insurance, which shall protect and save harmless the Middle Peninsula Regional Security Center, its officials, employees, and volunteers from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and shall include products and completed operations coverage.

The Commonwealth of Virginia requires construction contractors and subcontractors to obtain and maintain workers’ compensation insurance while performing work on behalf of the Authority. Evidence of coverage needs to be provided prior to commencement of work by Offerors. Coverage is compulsory for employers of 3 or more employees, to include the employer.

Prior to commencement of services, the Offeror shall furnish the Authority with the following separate endorsements, and a certificate of insurance showing all required insurance coverage with companies authorized or licensed to do business in Virginia. A separate endorsement to the general liability policy shall be provided in which the Authority is designated as an “Additional Insured.” In addition, a separate endorsement to the workers’ compensation policy shall be provided in which the Authority is designated as an “Alternate Employer.”

Professional services (work performed by an independent contractor, within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering) shall require a certificate of insurance showing professional liability/errors and omissions coverage insurance with companies authorized or licensed to do business in Virginia, prior to the commencement of services. Certain other service providers shall meet the same requirements (including but not limited to asbestos design/inspection/or abatement contractors, and other health care practitioners).

The Offeror shall have ten (10) days from notice of intent to award to provide insurance documentation. Failure to provide the Certificate and forms within this period may be cause for the Authority to award a contract to the next responsive Offeror, and hold the original contractor liable for excess costs. All insurers providing the above coverage shall give the Authority thirty (30) days advance written notice in the event of any non-renewal or cancellation of such insurance (10 days notice for non-payment of premium). As confirmation thereof, the Authority must be furnished either a policy endorsement specifically providing for such notice (copies of three sample endorsements attached), or a copy of the policy language that gives the Authority such assurance, or a statement on the insurance agent’s, broker’s, or insurer’s letterhead that the Authority shall be given such notice.

<u>TYPE INSURANCE COVERAGE</u>	<u>LIMITS</u>
1. Workers’ Compensation Employer’s Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	Statutory \$100,000.00 each accident \$100,000.00 each employee \$100,000.00 policy limit
2. Commercial General Liability	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
3. Automobile Liability (Owned, hired, leased, and borrowed Vehicles)	\$1,000,000.00 each occurrence
4. Professional Liability/E&O (if applicable)	\$2,000,000.00 each claim/occurrence \$2,000,000.00 aggregate
5. Environmental/Pollution Legal Insurance (if applicable)	\$2,000,000.00 each occurrence \$2,000,000.00 aggregate