

RIVERSIDE REGIONAL JAIL AUTHORITY  
500 FOLAR Trail  
North Prince George, VA 23860  
Purchasing Department  
(804) 524-6600 ext. 6030

**REQUEST FOR PROPOSAL**

**SEALED**

**Issue Date: March 2, 2020**

**RFP #874-20**

Title: Operational and Organizational Needs Assessment  
The Riverside Regional Jail Authority (RRJA) solicits interested Offerors to submit Request for Proposals (RFP) to provide Operational and Organizational Needs Assessment Services for Riverside Regional Jail Authority. (Renewable Contract)

Closing Date and Time: **March 20, 2020, 2:00 P. M.**

Issuing Authority: Riverside Regional Jail Authority  
Purchasing Department, Attention Michelle Jackson  
500 FOLAR Trail,  
North Prince George, VA 23860

Receipt of Proposals: **Sealed proposals will be received until 2:00 p.m. on Friday, March 20, 2020** for furnishing the services described herein.  
\*Submittal, one original, five (5) copies, one electronic copy and one redacted copy, marked RFP # 874-20, "A Proposal for Operational and Organizational Needs Assessment Services for Riverside Regional Jail Authority"

Proposals must be in a sealed envelope and marked "RFP #874-20, "Operational and Organizational Needs Assessment Services for Riverside Regional Jail Authority" If proposals are mailed or hand carried send directly to issuing authority above. Proposals will not be accepted via Fax machine.

This Public body does not discriminate against faith-based organizations in accordance with the Code of Virginia 11.35.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

PROPOSAL REQUIREMENTS AND NON-COLLUSION STATEMENT

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

Email address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_

VA State Corporation Commission ID #: \_\_\_\_\_

Minority/Female    [     ]yes                    [     ] no

## **1. RFP REQUIREMENTS AND INFORMATION**

### **Proposals Must Meet The Following Requirements To Be Considered Valid. Proposals Will Be Rejected If Not In Compliance With These Requirements.**

Proposals must be received in the Office of the Purchasing Manager, Riverside Regional Jail Authority, 500 FOLAR Trail, North Prince George Virginia 23860 by the date and time of proposal closing indicated above. NO late proposals will be accepted. NO faxed proposals will be accepted.

Proposals must meet all specifications, terms and conditions of this Request for Proposal (RFP). Offerors need to submit their Federal Identification Number in the proposal, as well as the identification number issued to you by the Virginia State Corporation Commission, or a statement as to why such number is not required. Contractors are expected to carefully examine all documentation, schedules and requirements stipulated in this RFP, and respond to each requirement in the format prescribed. Proposals that do not conform to the mandatory items as provided in the proposal instructions will not be considered. In addition to the provisions of this RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

This RFP does not commit RRJA to award a contract. RRJA reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defect or technicality, and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interest of RRJA. If, in the opinion of Riverside Regional Jail Authority, revisions or amendments will require substantive changes in proposals, the due date may be extended. RRJA also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves RRJA's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals. RRJA will consider any other factors that are in RRJA's best interest.

RRJA reserves the right to expand services should additional funds become available during the contract term. Expansion of current services to provide enhanced programming or to meet the need of an increased population may be requested by RRJA, based upon the availability of supplemental or expanded funding or grants. RRJA reserves the right to reduce the scope of services during the contract term.

The company submitting a proposal shall bear the expense of the preparation of the proposal in response to this RFP. RRJA is not responsible for any costs associated with the Contractor's development of the response proposal.

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

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

1.1. Purpose

The primary goal of this RFP is to retain a qualified consultant to conduct a comprehensive assessment of the Jail’s operation and organizational structure. The Consultant’s findings and recommendations will inform the RRJA Board and staff on measures needed not only to comply with minimum federal and state standards, but also on best practices to improve the effectiveness and efficiency in the utilization of Jail resources. The Authority would like this to be a study of all jail operations and organization as further described herein, including (but not limited to) such things as food service, transportation, staffing personnel policies, salaries, medical services, third party contracts, utilities, and security.

1.2. Inquiries

Any explanation desired by a Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00 p.m., EST, March 11, 2020, to the RRJA Purchasing Manager listed below and clearly marked “Questions for Operational and Organizational Needs Assessment Services for Riverside Regional Jail Authority”. Questions may be sent via email or facsimile to:

Michelle Jackson,  
Purchasing Manager, Riverside Regional Jail  
500 FOLAR Trail  
North Prince George, VA 23860  
[mjackson@rrjva.org](mailto:mjackson@rrjva.org)  
Facsimile (804) 524-6659

From the date the RFP is issued until an Offeror has been selected and officially announced, all communication regarding this RFP by potential Offerors and employees of RRJA shall be in writing and addressed to the Purchasing Office.

1.3. Contract period

This contract shall be through the completion of required services, starting on May 1, 2020. For additional information on contract period terms please refer to page 18 Section 9.6. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

1.4. Schedule

ACTIVITY	DATE/TIME
1. Release date for Request for Proposal	March 2, 2020
2. Last day to submit written questions	4:00 p.m., EST, March 11, 2020
3. Jail response to written questions.	March 13, 2020
4. Proposal Due Date	2:00 p.m., EST, March 20, 2020
5. Interview Date	TBD
6. Estimated Contract start date	May 1, 2020

### 1.5. Proposal Format

Offerors are to submit written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are required to address all evaluation criteria and to be specific in representing their qualifications. The proposal should provide all pertinent information relative to the Offeror's qualifications for the project and which respond to the Scope of Services and Evaluation Criteria described herein must be bound or contained in a single volume. Proposals should contain the following information.

- An overview of your organization and a record of expertise in the operation and funding of local government entities in Virginia, with particular emphasis on experience and knowledge of the operation of regional jail authorities, including the components of state funding of local corrections in Virginia.
- Statement of understanding of the work to be performed with descriptions of the approach that the firm or individual would plan to take to conduct the study, and a timeframe for completion
- Work schedule including the approximate date the assessment will begin (including preliminary field work) and end, and the approximate dates for delivery of the reports.
- Resume of individual(s) who will be performing the study, including their specific experience with regional jail authorities in Virginia.
- Provide a list of local governmental clients in Virginia that the firm or individual has worked within the past ten (10) years, including specifically any similar studies or analyses that have been done for local government entities, including specifically correctional facilities.
- List three (3) client references for current contracts and any from the past three years that the Authority can contact regarding the experience and ability of the firm or individual submitting the proposal. Each submission must include the information described in Exhibit 1 – Client References. This information must be provided or the submission may be disqualified.
- The cost of the study.

### 1.6. Proposal Evaluation

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

- The experience of the offeror in evaluating programs of local government entities in Virginia with emphasis on local and regional corrections
- The experience of the individuals who will be conducting the study
- The approach of the offeror to conduct the study
- The understanding the offeror has of the operations of local and regional jails in Virginia.
- The knowledge the offeror has of all applicable state and federal laws and standards

- Knowledge of applicable national organizations' correctional facility accreditation standards
- The cost of the study

A committee designated by RRJA Board will evaluate all proposals submitted in response to this RFP to develop a short list of those Offerors to be considered for interviews and or potential negotiations. Evaluation and selection of an Offeror will be based on the information submitted in the proposals. There may be further information required for clarification purposes after the proposals are submitted

### 1.7. Oral presentations

The Evaluation Committee may hear oral presentations (if required). Contractors are cautioned, however, that oral presentations are at the sole discretion of the Committee and the Committee is not obligated to request it. As such, the initial proposal should be as comprehensive as possible yet concise and to the point, clearly describing the details of services that the Contractor intends to provide to RRJA. The proposal should address each section in this proposal that deals with requirements, either legal or technical, and clearly state "comply" or "non-comply". *Contractors are encouraged to offer concepts that are cost effective and will provide superior service while affording maximum benefit to RRJA.*

## 2. **BACKGROUND INFORMATION**

The Riverside Regional Jail ("Jail") is located in Prince George, Virginia and serves the Counties of Chesterfield, Surry, Charles City, Prince George, and the Cities of Hopewell, Petersburg and Colonial Heights. Chesterfield and Petersburg have their own jails in their jurisdictions, and Riverside Regional Jail holds the inmates for those jurisdictions that exceed the capacity of their jails. For the other five localities, the Riverside Regional Jail is their only local correctional facility. The original jail was opened in 1995, and an addition was opened in early 2010.

Riverside Regional Jail has a rated capacity of 1,396 and currently has 365 approved employee positions. It is governed by the Riverside Regional Jail Authority ("Authority"), a board of 14 persons: one person chosen by the governing body of the seven jurisdictions, and the other the sheriff of each jurisdiction. The budget for FY2020 is approximately \$42,659,062.

## 3. **SCOPE OF SERVICES**

The Operational and Organizational Needs Assessment will evaluate the existing systems and status of jail operations to provide a baseline of the facility's current physical land cultural conditions in order to determine operational system functionality identify areas for improvement, recommend strategies to enhance services and to take advantage of unseen opportunities. The assessment should be structured to provide the Authority with a benchmark form which operational and budgetary decisions can be made. The assessment should identify strengths and weaknesses, if any, of existing operations, define problems, and recommend solutions. It should aid in determining the facility's stability, constitutionality and need for change, providing solutions to reduce areas of liability and exposure.

Inclusive in the assessment, the Consultant shall address the following primary assessment areas:

- 3.1. Physical Plant – The physical plant assessment is intended to be a high-level facility conditional assessment, evaluating facility care and maintenance practices. The physical plant assessment shall include:
  - Conditions of confinement and availability to provide full services required in a county/regional jail facility (crowding, services, bunk availability, cell and dayroom space, plumbing ratios, and other constitutional issues)
  - Design and impact on operation, staffing, and service efficiency
  - Physical plant management practices (preventative maintenance vs. deferred maintenance)
  - Potential or need for repurposing, expanding or building new facilities
- 3.2. Evaluation of Written Directive Systems
  - Review of existing policies, procedures, operating procedures, post orders and other written directives (handbooks and inmate literature)
  - Provide recommendations for improvement as identified
  - Assessment of the practical application of written procedures
- 3.3. Review of Operational and Security Systems including, but not limited to:
  - Civil rights adherence (due process, access to care, grievance procedures)
  - Facility security systems and practices
  - Emergency response procedures
  - Specialty operations (intake, release, transportation)
  - Suicide prevention and abatement
  - Use of physical control (force) procedures
  - Inmate services
  - Facility rules and inmate discipline
  - Support and contractual services and monitoring (medical/mental health services, food and laundry services, commissary and phone services)
  - Inmate programming and services (religious programming, recreation, visitation, law library, leisure time activities)
- 3.4. Staffing Analysis – Staffing quantities and staff qualities are the most important element in correctional management. Jails are a human resource driven industry utilizing staff to detect, predict and control behavior; to empathize and sympathize as needed; to train, guide and direct jail operations; and to monitor and manage technology. It is also the largest portion of a jail's budget. Adequate controls of this resource dictate the culture of the jail system drives spending within the facilities budget and ultimately ensure and protect public safety. The Consultant shall provide:
  - Facility post analysis to evaluate staffing levels

- Staffing analysis evaluating 8, 10 and 12-hour shift comparisons based upon existing staffing levels and the staffing determined from the post analysis
- An efficiency study to determine staff workloads and evaluate mission creep
- Staffing and salary comparison to similar surrounding facilities

3.5. Inmate Housing and Population Review – The Consultant shall examine the physical plant to assess housing capabilities to determine the facility’s depth and ability to classify and appropriately house inmates. In determining the space needs of the facility, a physical assessment, coupled with a review of inmate management housing policies is essential. Detailed consideration should be given to how well the Jail manages its inmate population with regard to proper custody level, inclusive protection, medical care, behavioral health care, and ADA compliance. The needs assessment shall include:

- Evaluation of Classification policies and practices
- Evaluation of housing units and facility space to adequately and safely house inmates
- Assessment of current population demographics and potential for change
- Analysis of special needs population and facility’s ability to respond to needs
- Assessment of the average length of stay (ALOS)
- Analysis of the average daily population (ADP)

3.6. Administrative support systems and accountability

- Operational oversight
- Policy development
- Support staff
- Accreditation planning
- Life safety inspections
- Physical plant management

#### **4. Anticipated Deliverables**

- 4.1. As a result of the above analysis and findings, the consultant shall present the following:
- 4.2. A written and detailed report outlining findings and recommendations.
- 4.3. A suggested implementation plan for all recommendations. The implementation plan shall include:
- Anticipated timeline for implementation
  - Anticipated impediments to implementing recommendations

The Final Report shall include a list of recommendations that shall be prioritized in order of measured level of importance with clearly defensible justification in support of each recommendation and if applicable, a cost benefit analysis for any funding anticipated for implementing a particular recommendation.



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

- 5.1. **Additional information:** RRJA reserves the right to ask any Offeror to submit information to clarify the proposal or offer and to submit additional information which RRJA deems desirable, and does not affect quality, quantity, price or delivery.
- 5.2. **Antidiscrimination:** By submitting their proposals, all Offerors certify to RRJA that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions below apply:

- During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- The contractor will include the provisions of above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

- 5.3. Anti-trust: By entering into a contract, the contractor conveys, sells, assigns, and transfers to RRJA all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States, relating to the particular goods purchased or acquired by RRJA under the said contract.
- 5.4. Applicable law and courts: This solicitation and any resulting contract shall be governed in all respects by the laws of the Virginia Public Procurement Act and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable Federal, State and local laws and regulations.
- 5.5. Assignment of contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of Riverside Regional Jail Authority.
- 5.6. Changes to the contract: Changes can be made to the contract in any one of the following ways:
- RRJA may order changes within the general scope of the contract at any time by written notice to contractor. Changes within the scope of the contract include but are not limited to things such as service to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give RRJA a credit for any savings. Said compensation shall be determined by one of the following methods:
  - By mutual agreement between the parties in writing; or
  - By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to Riverside Regional Jail Authority's right to audit the contractor's records and/or to determine the correct number of units independently; or
  - By ordering the contractor to proceed with the work and to keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present RRJA with all vouchers and records of expenses incurred and savings realized. RRJA shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to RRJA within thirty (30) days from the date of receipt of the written order from Riverside Regional Jail Authority. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim or dispute resolution process,

litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by RRJA with the performance of the contract generally.

- The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

- 5.7. Clarification of terms: If any prospective Offeror has questions about the specifications or other proposal documents, the prospective Offeror should submit a written request to the purchasing agent whose name appears on the face of the invitation, no later than the listed date notated in Section 1.2 of this RFP. Any revisions to the invitation will be made only by addendum issued by the purchasing agent.
- 5.8. Collusion: By submitting a proposal in response to this Request for Proposals, the Offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the
- 5.9. Cooperative procurement: This procurement is being conducted by RRJA in accordance with the provisions of 2.2-4304 Code of Virginia. If agreed to by the Contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Riverside Regional Jail Authority, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall RRJA, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a RRJA contract. RRJA assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- 5.10. Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, Riverside Regional Jail 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 RRJA may have.
- 5.11. 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 such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

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

5.12. Ethics in public contracting: By submitting their proposals, Offerors certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

5.13. Immigration reform and control act of 1986: By signing their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

5.14. Insurance: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers’ compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

- Workers’ Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers’ compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
- Employer’s Liability - \$100,000.

- Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. RRJA must be named as an additional insured and so endorsed on the policy.

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

5.16. Payment:

To Prime Contractor:

- Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable

will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, RRJA shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

To Subcontractors:

A contractor awarded a contract under this solicitation is hereby obligated:

- To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from RRJA for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from Riverside Regional Jail Authority, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of Riverside Regional Jail Authority.

5.17. Precedence of terms: The following General Terms and Conditions, *APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

5.18. Protest of award: An Offeror wishing to protest an award or a decision to award a contract must submit a written protest to the Purchasing Agent no later than ten (10) days after either the award or the decision to award, whichever occurs first. The protest must include the basis for the protest and the relief sought. Within ten (10) days after receipt of the protest, the Purchasing Agent will issue a written decision stating the reasons for the action taken. This decision is final unless within ten (10) days after receipt of such decision, the Offeror institutes legal action as provided in the Code of Virginia.

5.19. Qualifications of Offerors: RRJA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the service/furnish the goods stated in the contract. The Offeror shall furnish to RRJA all such information and data for this purpose as may be requested. RRJA reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Riverside Regional Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RRJA that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

- State Corporation Commission Number: all Offeror's organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall include the identification number issued to it by the State Corporation Commission. Any offeror or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.
- Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to laps or its certificate of authority to registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. RRJA may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5.20. Virginia State Corporation Commission (SCC) registration information.

The offeror:

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

\_\_\_\_\_ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

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

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

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

- 5.21. Taxes: Sales to RRJA are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of Federal excise and transportation taxes. The Riverside Regional Jail Authority's tax exemption registration number is 54-1641109.

## **6. SPECIAL TERMS AND CONDITIONS**

- 6.1. Audit: The contractor hereby agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited by Riverside Regional Jail Authority, whichever is sooner. Riverside Regional Jail Authority, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- 6.2. Award: Following the receipt of proposals, evaluations shall be conducted and ranked on the basis of the criteria mentioned herein. The public body shall engage in individual discussions with two or more Offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with the emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project as well as alternate concepts. At the discussion stage, the public body may discuss non-binding estimates of total project costs. Proprietary information from competing offers shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this paragraph above, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the public body shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract, satisfactory and advantageous to the public body, can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated



at fair and reasonable price. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. Offerors whose proposals are not accepted will be notified as soon as the selected vendor has been approved by the RRJA.

- Award results will be posted for public inspection on RRJA website: rrvja.org. Award results will be furnished if a SELF-ADDRESSED STAMPED ENVELOPE is supplied with bid.

- 6.3. Acceptance of services: Receipt of service shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the performance meets specifications and or all conditions. Should the delivered service differ in any respect from specifications, payment will be withheld until such time as the supplier takes necessary corrective action. If the proposed corrective action is not acceptable to the Project Manager, the Project Manager may authorize refusal of final acceptance of the service.
- 6.4. Availability of funds: It is understood and agreed between the parties herein that the authority shall be bound hereunder only to the extent of the funds available or which my hereafter become available for the purpose of this agreement.
- 6.5. Beginning of work: The contractor shall not commence any billable work until a valid contract has been fully executed by RRJA and the successful contractor. The contractor will be notified in writing when work may begin.
- 6.6. Cancellation of contract: RRJA reserves the right to cancel and terminate any resulting contract, in part or in whole and for any reason, without penalty, upon 90 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
- 6.7. Certification of independent price determination: By submission of this proposal, the contractor certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the contractor or any other contractor, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements

contained in the proposal are true; and further that the contractor has not paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

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

- **Employee Conduct:** All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the RRJA site. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the RRJA grounds or facility. RRJA reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.
- 6.12. **Contractual disputes:** Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at RRJA who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at RRJA no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.
- 6.13. **Delays in award:** Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, RRJA reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation.
- 6.14. **Deviations from the contract:** The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by Riverside Regional Jail Authority, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. RRJA discourages deviations and reserves the right to reject proposed deviations.
- 6.15. **Hold harmless and indemnification:** The offeror shall defend, indemnify and hold Riverside Regional Jail Authority, and Riverside Regional Jail Authority's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, 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 offeror, its employees, agents, and volunteers, or incurred by or claimed against Riverside Regional Jail Authority, Riverside Regional Jail Authority's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the offeror. This indemnification and hold harmless includes, but is not limited to, any financial or other loss including, but not limited to, any adverse regulatory, agency or administrative sanctions or civil penalties, incurred by RRJA due to the negligent,

fraudulent or criminal acts of the offeror or any of the offeror's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the offeror. Unless otherwise provided by law, the offeror 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 offeror 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.

- 6.16. Independent contractor: It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with Riverside Regional Jail Authority. They shall not be considered employees of Riverside Regional Jail Authority. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of Riverside Regional Jail Authority. The contractor will hold RRJA harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from RRJA including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- 6.17. Late proposals: To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office, or the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. RRJA is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Offeror to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 11:00:00 AM promptly on May 11, 2012. Proposal received after the exact minute of 11:00:00 AM will be considered late. (For example, 11:00:05 is late for all purposes pertaining to this solicitation).
- 6.18. Invoices: Invoices for items ordered, delivered and accepted by RRJA shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the RRJA contract number and/or purchase order number; social security number (for individual

contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- 6.19. Notification: After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the person designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each Offeror shall provide in its proposal the name, title and complete address of its designee to receive notices. Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.
- 6.20. Proposal acceptance period: Any proposal in response to this solicitation shall be valid for 120 days. At the end of the 120 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- 6.21. RRJA property: RRJA shall be responsible for the repair, replacement and maintenance of RRJA owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision. It is the Contractor's responsibility to monitor inmates while using and cleaning kitchen equipment.
- 6.22. Records and inspection: The offeror 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. The offeror's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by RRJA and its employees, agents or authorized representatives after giving at least three (3) days notice to offeror by RRJA. RRJA 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 RRJA to the offeror pursuant to this contract or any renewal or extension of this contract. RRJA's employees, agents or authorized representatives shall have access to the offeror's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate workspace, in order to conduct audits.
- 6.23. Severability: If any provision of this contract 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 hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.

- 6.24. Site rules and regulations: The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on RRJA premises. A copy of the RRJA administrative regulation is available upon request to the successful Offeror.
- 6.25. Special discounts: During the contract period, if the contractor offers promotional discounts as a general practice for items available under this contract, with the result that those prices are lower than the prices available under this contract, then the promotional discounts shall be made available to RRJA under this contract. B. The effective date for price changes/discounts will be the date that the lower prices/discounts were made available to the contractor's customers generally.
- 6.26. Media releases and contact: The Contractor's staff, independent contractors and subcontracts shall be restricted from releasing any information about the contract or events occurring within a RRJA facility to a public forum or to the media without the authorization of RRJA and coordinated through the parties' public information representatives. The Contractor shall refer all contacts with the press or media to the Director of Administrative Services.
- 6.27. Promotional advertising: Reference to or use of RRJA, any of its departments or sub-units, or any RRJA official or employee for commercial promotion is prohibited.
- 6.28. Ownership of data: Upon termination or expiration of the contract agreement, it is understood that all completed or partially completed data, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out the contract shall be provided to and become the exclusive property of RRJA unless or until such time as any of the above materials become public domain. Therefore, any reports, information and data, policies and procedures, protocols, manuals, forms, records, statistical reports, given to or prepared by the Contractor under this agreement shall not be made available to any individual or organization by Contractor without the prior written authorization of RRJA.
- No reports or documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Contractor. Data obtained through this agreement shall not be utilized for formal presentations, conferences, classes, presentations, articles, chapters or other public dissemination without the express written approval of RRJA of the materials specifically and of the dissemination in general.
- 6.29. Best value: RRJA may select a successful Contractor on the basis of the response/proposal demonstrating the best value in total for the services requested and described. Company selection may be based upon the proposal that best achieves the goals of this RFP.

- 6.30. Restriction against non-compete provisions: The Contractor may not, by utilization of non-compete agreements or any other methods whatsoever designed to prevent continued employment/service delivery at the sites for Contractor staff and to prevent or restrict in any manner the ability of personnel to enter into any contractual or employment relationship with any person or organization, including RRJA, which may provide services of the nature described in the contract to RRJA at any time following the termination of the contract or any part thereof. This prohibition of non-compete agreements by the Contractor is applicable as well to the on-site management team in its entirety.
- 6.31. Staff project participation: RRJA reserves the right to approve or reject, for any reason, any and all Contractor or subcontractor staff assigned to this contract. Additionally, RRJA may deny access or admission to RRJA facilities at any time for such staff. Such access will not unreasonably be withheld. RRJA will be responsible for the timely completion of all proposed Contractor staff criminal background checks prior to any such staff's initiation of recurring on-site services.

Exhibit 1 CLIENT REFERENCES

List three (3) client references for current contracts and any from the past three years that the Authority can contact regarding the experience and ability of the firm or individual submitting the proposal by providing information described below.

Agency Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Contact Numbers \_\_\_\_\_

Number of Inmates \_\_\_\_\_

Facility Type \_\_\_\_\_ Jail \_\_\_\_\_ Prison \_\_\_\_\_ Juvenile \_\_\_\_\_ Other

Describe Other \_\_\_\_\_

Contract Term (original, extensions, renewals, re-bid) \_\_\_\_\_

Contract Start \_\_\_\_\_ Contract End \_\_\_\_\_

Reason Contract Ended \_\_\_\_\_