

RAPPAHANNOCK REGIONAL JAIL
Serving: The City of Fredericksburg
and the Counties of King George, Spotsylvania and Stafford

Request for Proposals

RFP No.: 2016-CS

Issue Date: April 08, 2016

Title: Commissary Services

Location: 1745 Jefferson Davis Hwy, Stafford, VA 22554

The Rappahannock Regional Jail is requesting proposals from interested firms to provide commissary services for the inmates at the Jail. The Jail currently holds approximately 1,400 inmates and serves the City of Fredericksburg and the Counties of Stafford, King George and Spotsylvania. The Jail is located in the County of Stafford. The contract shall be for an initial period of one year, with the option to renew automatically for four additional one year terms. Proposals for this RFP will be accepted until 1:00 p.m., Wednesday, May 11, 2016, at which time they will be opened in the Procurement Department, Rappahannock Regional Jail, 1745 Jefferson Davis Highway, Stafford, VA 22554. Proposals received after 1:00 p.m. on Wednesday, May 11, 2016, will not be considered. Proposal number and closing date must be printed on the outside of the envelope.

The Rappahannock Regional Jail has determined to issue a Request for Proposals for the inmate commissary services contract as opposed to an Invitation to Bid due to the fact that the Jail felt that it was not practicable or fiscally advantageous to the Jail to issue an Invitation to Bid, both due to the fact that this is a services contract and therefore the quality of the services is the most important factor, and the fact that the proposers may propose different ways to provide the services requested.

An original and five (5) copies of the proposal shall be submitted. Proposal number and closing date must be printed on the outside of the sealed envelope. One copy in disc format is also required in proposal submission.

Where to submit Proposals:

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

Requests for information relating to the Request for Proposals may be obtained by contacting:

Lisa Edwards, Procurement Officer

Email: ledwards@rrj.state.va.us

Telephone: (540) 288-5273

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

Major Lorri Rohme

Email: lrohme@rrj.state.va.us

Telephone: 540-288-5203

**RFP NO. : 2016-CS
Schedule**

- | | | | |
|----|--|---|-----------------|
| 1. | Post RFP eVA and Website | - | April 11, 2016 |
| 2. | Advertise/The Free Lance Star | - | April 13, 2016 |
| 3. | Mandatory Pre-Proposal Conference
at 10:00 AM | - | April 25, 2016 |
| 4. | RFP response due at 1:00 p.m. | - | May 11, 2016 |
| 5. | Evaluation by Committee | - | May 11-25, 2016 |
| 6. | Notify contractor of selection | - | May 26, 2016 |
| 7. | Process Contract | - | July 1, 2016 |

**REQUEST FOR PROPOSALS
COMMISSARY SERVICE
RFP #2016-CS**

I. RFP REQUIREMENTS AND INFORMATION

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

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

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

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

Proposals must be in a sealed envelope and marked "RFP #2016-CS, "Inmate Commissary Services for Rappahannock Regional Jail"

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

A Mandatory Pre-Proposal Conference and tour of facility will be held on Monday, April 25, 2016 at 10:00 AM, at Rappahannock Regional Jail, Administrative Conference Room, located at 1745 Jefferson Davis Hwy., Stafford VA 22554. Contractor will need to complete and submit *ATTACHMENT A* by April 22, 2016 via e-mail to ledwards@rrj.state.va.us.

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

A. PURPOSE

Rappahannock Regional Jail is hereby soliciting competitive sealed proposals from qualified firms to provide specific services described as inmate commissary services for the inmate population of the Rappahannock Regional Jail, (RRJ) located at 1745 Jefferson Davis Hwy., Stafford VA 22554; including compliance with all terms and conditions described in this document.

B. INQUIRIES

Any explanation desired by a proposer regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing no later than 4:00

p.m., EST, April 29, 2016 to the Rappahannock Regional Jail Procurement Officer listed below and clearly marked "Questions for Inmate Commissary Services for Rappahannock Regional Jail". Questions may be sent via email or facsimile to:

Lisa Edwards
Procurement Officer, Rappahannock Regional Jail
ledwards@rrj.state.va.us
Facsimile (540) 288-0819

Revisions to this RFP or answers to questions concerning this RFP will be issued as addendum. RFP addendum will be distributed to all contractors who were sent this RFP and posted on Virginia Business Opportunities' and RRJ web sites as well as . Any addendum shall become part of this RFP and part of any contract resulting from this RFP.

C. MANDATORY PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference has been scheduled for this RFP. The purpose of the mandatory pre-proposal conference is to provide an opportunity for proposers to raise questions and verify any of the proposal requirements. The pre-proposal conference will be held:

Date/Time: 10:00 AM, April 25, 2016
Location: Rappahannock Regional Jail,
1745 Jefferson Davis Hwy.
Stafford VA 22554

A tour of pertinent parts of the facility will be provided at the time of the mandatory pre-proposal conference.

D. CONTRACT PERIOD

This contract shall be for a term of one (1) year, starting on July 1, 2016. This agreement will automatically renew for four (4) additional one-year terms unless either party gives written notice of termination at least ninety (90) days before the end of the original term. If Rappahannock Regional Jail elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United Bureau of Labor Statistics for the latest twelve months for which statistics are available. If delays in the proposal process result in an adjustment of the anticipated contract starting date, the contractor agrees to accept a contract for the full term of the contract.

E. CONTRACT ADMINISTRATION

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

F. PRIME CONTRACTOR RESPONSIBILITIES

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

G. REJECTIONS OF PROPOSALS

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

H. PROPOSAL EVALUATION

1. Rappahannock Regional Jail will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below.
2. The extent to which the proposal meets the requirements of the RFP.
3. Cost of required services to Rappahannock Regional Jail.
4. The demonstrated ability of the proposer to provide the required services to Rappahannock Regional Jail.
5. The quality of performance of previous contracts.
6. The financial resources of the proposer to perform the contract services.
7. Percentage of payment to the Regional Jail.

II. GENERAL INFORMATION

This request for proposal is designed to solicit proposals from qualified firms for providing comprehensive Commissary preparation and management services for the Rappahannock Regional Jail, located at 1745 Jefferson Davis Hwy., Stafford VA 22554. Services include, but are not limited to, the management, procurement, preparation and delivery of all Commissaries to inmates. The average daily population (ADP) 1,400.

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

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

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

This RFP does not commit Rappahannock Regional Jail to award a contract. Rappahannock Regional Jail reserves the right to reject all proposals, and at its discretion, may withdraw or amend this RFP at any time. If, in the opinion of Rappahannock Regional Jail, revisions or amendments will require substantive changes in proposals, the due date may be extended.

III. PROPOSAL FORMAT

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

A. Section One - General Information about the Contractor

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

1. Letter of Transmittal
Prepare a brief letter which provides the following information:
 - a) Name and address of the Offeror
 - b) Name, title and telephone number of the contact person for the Offeror.
 - c) A statement that the proposal is in response to the Inmate Commissary Services RFP #2016-CS.
 - d) A statement acknowledging and accepting the terms and conditions of this Inmate Commissary Services RFP #2016-CS.
 - e) The signature, typed name, and title of an individual who is authorized to commit the Offeror to this proposal. The contents of the successful proposal shall become a contractual obligation if a contract ensues.
2. Executive Summary
Highlight the contents of the technical proposal and provide evaluators with a broad understanding of the Offeror's technical approach and the Offeror's ability to fulfill all requirements and comply with the terms and conditions of the RFP and ensuing contract.
3. Offeror's Organization and Staffing

This section shall include identification of the staff members of the project team, their duties and responsibilities and their background and experience.

4. Documented Experience

The Offeror must describe the Offeror's background and experience to demonstrate the Offeror's ability to operate an inmate commissary service as described in the Inmate Commissary Services RFP.

B. Section Two - Current and Previous Contracts

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

1. Current Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror is providing inmate commissary services and the length of time that each contract has been in effect. This information must be submitted on the Client Reference in Attachment C.

2. Previous Contracts or Business

List facility name, city, state, and type of correctional institutions (jail or prison) where Offeror has terminated inmate commissary services, or been out-bid in the past 24 months. For each contract specify the contract start date and reason for termination.

3. Legal Action

Include disclosure of any legal action pending or settled against the company or corporate principals within the company within the past 48 months.

4. Audited Financial Statements

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

C. Section Three - Offeror's Work Plan

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

1. Offeror's Work Plan

Describe in detail:

a) Actions the Offeror will take to start up and provide ongoing Inmate Commissary Services for Rappahannock Regional Jail. The work plan shall include a detailed project schedule identifying all tasks to be accomplished, the Offeror's approach to task accomplishment, and a timeline for completion of tasks and implementation of Inmate Commissary Services.

b) Delivery procedures for Inmate Commissary Services. Include a description of warehouse operations and the address of warehouse facility(s) that will be used to provide Inmate Commissary Services for Rappahannock Regional Jail.

c) Quality and inventory control methods and standards.

d) Procedures for providing safe, sanitary and secure inventory, including supervision and control to insure that contraband does not enter RRJ. For the purpose of this contract, contraband is any item or substance that is not included in the list of products approved for sale to inmates of Rappahannock Regional Jail, or standard documents and packaging materials needed to prepare the order.

e) Procedures for dealing with staff/inmate complaints and methods for minimizing the potential for inmate litigation regarding commissary-related issues.

f) Procedures to be used for return and credit of damaged products and for return and credit of products ordered by inmates who were released prior to product delivery.

D. Section Four - Offeror's Products and Pricing

Provide information about the Offeror's product line and include a product price listing. The Offeror shall provide a complete list of items offered for sale for to inmates through commissary services. The Offeror's list shall include as a minimum:

1. Offeror's product ID number
2. Product description, including product size, weight, etc.
3. Brand name of the product
4. Price, expressed in terms of dollars and cents, at which the Contractor agrees to sell the item to Rappahannock Regional Jail inmates.
5. The price listed shall be for the price of the product only and not include any adjustment for commission to Rappahannock Regional Jail; the price shall not include state and local sales tax; nor shall the price include the cost of any technology enhancements or software listed in the Offeror's proposal.
6. The Offeror shall complete the attached pricing sheets for Full Contractor Service located in Attachment D.

7. The Offeror shall also include sample inmate commissary menus, receipts, invoices, and forms that may be used in performance of the contract.

E. Section Five - Exceptions and Deviations

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

F. Section Six - Technology Enhancements and Other Services

Offeror may use this section to describe technology enhancements, software applications, other services, etc that are available through or recommended by the Offeror.

G. Offeror Notification

The successful Offeror submitting proposals shall be notified in writing no later than June 1, 2016

H. Evaluation and Selection

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

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

RRJ 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 RRJ. RRJ also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves RRJ's best interest. Proposal award will be based on compliance with mandatory items and evaluation of desirable items indicated throughout this specification. Complete and accurate responses to all items are necessary for fair evaluation of proposals.

I. Delivery

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

IV. OFFEROR PARTICIPANT CONSIDERATIONS

A. Contractor Qualifications

To qualify for this contract, the Contractor should:

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

B. Geographic Scope

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

C. Client References

Each submission must include a list of ten client references providing information described in Attachment C – Client References. References must be from contracts with jails with average daily inmate population greater than 1000. Contracts with reference jails must have been in effect for at least one year and at least five of the references must be from current contracts. This information must be provided or the submission may be disqualified.

D. Software Interface Application

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

E. Current Commissary Operations

OASIS has been providing commissary services to Rappahannock Regional Jail since July 2011.

Inmates order commissary using bubble sheets provided by Oasis. Using equipment provided by Oasis, Oasis staff process the commissary orders and transmits an electronic file to Oasis. Oasis prepares the order and delivers the commissary to the RRJ. Oasis staff deliver commissary to the inmates.

V. SCOPE OF SERVICES – GENERAL REQUIREMENTS

B. Commissary Services

Rappahannock Regional Jail is interested in entering into an agreement with a qualified Offeror to provide Inmate Commissary Services. Any other service shall be specified in the Offerors proposal, separate from the primary goal of commissary. Quality Goods and Services

The Offeror shall deliver high quality commissary goods and services to the inmates of Rappahannock Regional Jail. Items offered through the Commissary must meet the following specifications:

1. No products delivered to inmates shall have an expired “sell by” or “use by” date.
2. Food items shall be wrapped/package and dated for individual consumption.
3. Containers shall be made of clear (see-through), non-breakable materials.
4. Consumable products shall contain no alcohol.
5. All purchases delivered to inmates shall be free of contraband.’
6. The Offeror shall not substitute items ordered by inmates.

C. Prices

All prices, commissions, cost, terms and conditions outlined in the proposal shall not be subject to change for the length of the contract and extensions unless specifically allowed by the specifications referenced in I.RFP REQUIREMENTS AND INFORMATION section D Contract Period. The change must be agreed to in writing by the Contractor and RRJ.

The Offeror represents and warrants that any and all prices for services, now or subsequently specified, are as low as and no higher than prices which the Offeror has charged or intends to charge customers other than RRJ for the same or similar products and services of the same or equivalent quantity and quality for delivery of performance during the same periods of time. If during the term of this agreement, the Offeror shall reduce any or all prices charged to any or all customers other than RRJ for the same or similar products or services specified herein, the Offeror shall make an equal or equivalent reduction in corresponding prices for said specified products or services. The Offeror also represents and warrants that all prices set forth in this contract and all prices which the Offeror may charge under the terms of this contract do not and will not violate any existing federal, state or municipal law or regulation concerning price discrimination and/or price fixing. The Offeror agrees to indemnify, exonerate, and hold RRJ harmless from any such violation now and throughout the term of this agreement.

D. Competitive Pricing

The Offeror shall maintain a competitive retail pricing philosophy with regard to the retail selling price of the commissary items to inmates.

If the Offeror wishes to raise the price of an item sold to Rappahannock Regional Jail inmates, the Offeror must demonstrate that a similar price increase for the item has been or will be implemented at all Offeror facilities.

Price increases/decreases:

1. Must be justified in writing by the Offeror.
2. Must be implemented at all Offeror facilities.
3. Are subject to Jail approval.
4. Must be reflected on the commissary menu and the commissary menu must be available to inmates before implemented.
7. Must have been at least one year since last price increase.

E. Commission

During final contract negotiations RRJ shall determine what commission RRJ will receive for items offered for sale through the inmate commissary. The Offeror may adjust their sale prices by that commission amount and provide a final price listing including commission for inclusion in the contract.

The Contractor shall have the ability to exclude or adjust the commission of any single item or of any class of items offered for sale through the inmate commissary.

F. Inventory Management

The Offeror shall maintain sufficient inventory levels at the Offeror's location in order to limit shortages and/or backorders. The Offeror's qualifications to meet this requirement will be evaluated based on the ability of the Offeror to handle the demands of commissary products ordered by inmates.

The Offeror shall maintain an average order fill rate of 98% or better. After the initial two-month startup period, failure to maintain a minimum of 98% average fill rate during any six-month period, could be cause for cancellation of the contract.

G. Commissary Menu

The Offeror shall offer for sale through the inmate commissary a wide-variety of items including: hygiene products, stationary materials, ethnic products, snacks, food, games, personal care items, and clothing items as approved by RRJ.

The Offeror and Jail will mutually agree upon the items to be carried on the commissary menu. After the initial menu is established, no additional items are to be offered for sale to inmates without the written permission of RRJ. Commissary menus are subject to change, at the request of RRJ, on a quarterly basis.

The Offeror shall provide menus for inmates based on classifications and housing established by RRJ.

The Offeror shall have the ability to limit or prevent delivery of certain items based on medical or security restrictions.

H. Purchase Priorities

The Offeror shall establish procedures for prioritizing commissary purchases based on product categories and the amount of money available on the inmates account. The order in which items appear on the commissary menu shall dictate the order in which they are purchased. Following is of the categories of products that must be offered for sale on the inmate commissary and the order in which items shall appear on the commissary menu:

1. Hygiene products (shampoo, soap, toothpaste, etc)
2. Personal care items (combs, hair brushes, etc.)
3. Stationary materials (paper, golf pencils, etc.)
4. Ethnic products (shaving powder, styling gel, etc.)
5. Clothing items (long underwear, athletic shoes, etc.)
6. Food (packaged soups, noodles, etc.)
7. Snacks (candy, chips, etc.)
8. Games (playing cards, puzzles, etc.)
9. Other (radios, batteries, etc.)
10. ITS debit calling time

I. Inmate Banking Software

RRJ prefers the contractor provide or have the ability to integrate with Tech Friends/Lockdown software. The vendor shall supply all necessary supplies to include their own onsite server and related equipment required for the accounting and commissary operations.

Software at a minimum must perform the following:

1. The software should be a general ledger based inmate trust fund accounting software. The records should be maintained by inmate name, id number and other identifiers.
2. Software shall be in accordance with generally accepted accounting principles.
3. Detailed general ledger reporting on demand such as: frozen, active, inactive accounts.
4. Ability to assign automatic collection for room and board, medical, prescriptions, co-payments, lost or destroyed property fees and any other facility designated criteria. In case of system failing to automatically collect these charges the vendor will be required to pay a daily penalty equal to the amount the system fails to collect for assigned automatic charges.
5. Ability to allow for collected funds to be applied to debits either by priority, percentage, or both as defined by RRJ.
6. Automatic transaction posting. Account balances maintained up to the minute and restrictions applied to purchase without sufficient funds.
7. Ability to merge duplicate accounts.
8. Ability to conduct batch entries for all accounting data. Provide for automated transaction category codes and transaction amounts.
9. Ability to post debit charge to inmate account either individually or through a multiple inmates batch process.
10. Ability to post online credits for commissary orders, shortages, damages and releases.
11. Maintain outstanding debit files with automatic collection upon deposits to the inmate accounts.
12. Reports of collection debit charges by category reporting of outstanding debit records.
 - a) Outstanding check and deposit reporting.
 - b) Ability to maintain negative or positive balance after inmate release.
 - c) Ability to rerun reconciliation reports at any time.
 - d) Date specified historic reporting.
13. Inmate account management for work release with the ability to receive weekender fees for proper disbursement.
14. Release and check writing modular with debit release card program at no additional cost.

15. Ability to restrict commissary purchases for medical or disciplinary reasons as well as quantities and items as needed.
16. Automatic backup of data on a daily basis.
17. Must interface with the facilities offender management system, inmate telephone system and any other systems as required by the facility at no cost. Interface with the offender management system should be verified on a weekly basis to ensure proper exchange of data.
18. System must be able to operate with multiple cash drawers open and for drawers to be assigned to specific workstations.
19. Cash drawers must have the ability to be created by shift, department or workstation.
20. Provide monthly reports on gross sales, line items sales amounts, and number of indigent transactions.
21. Must include two (2) self-service lobby kiosk that will handle cash, credit and debit transactions. The deposits must post to the accounting software in real time.
22. Offeror must provide alternate service deposit methods such as phone and internet.
23. Offeror will be responsible for the handling of credit and debit transactions process through the lobby kiosk, phone and internet transactions.
24. Offeror shall provide interactive inmate kiosks that allow the inmate to access their account history, place commissary orders, file grievances, facility information posting, sick call requests and inmate calendar. This system should provide an interactive integrated solution that allows RRJ staff to respond electronically to grievances and request. These kiosks need to have wi-fi capability.
25. System protocols to limit accessibility to the vendor's software by individual, group and the ability to authorize software access by terminal/workstation. Transactions must be time stamped by user and terminal for auditing purposes.
26. Provide terminal workstation view only rights for officers in pods to provide inmates information regarding past orders, and to assist with account history.
29. The communications, such as requests and grievances, should be database based. These requests should be recorded within the system

and should have the ability to set up routing based on request type to automatically forward to the correct department.

J. Others Electronic Interfaces

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

1. The Offeror shall not charge the Inmate, the jail, or its outside contractor or provider for the interface or service.
2. Interfaces include any of the following current or future uses:
3. Jail Management System (JMS)
4. Inmate telephone system (ITS)
5. Inmate Accounting System (whether or not it is part of another system). The interfaces shall include all actions and /or transactions needed to accurately update individual inmate accounts to reflect deposits, purchases or refunds. Inmate accounts shall be updated immediately upon the Offeror's receipt of any order or a request for a refund.
6. Video Visitation
7. Electronic Banking including deposit of funds and debit cards on release.
8. Various Kiosk Systems for any future Inmate services or data tracking purposes.
9. Other technology interfaces that may become necessary at the jails discretion based on the rapidly changing nature of technology.
10. Changes in vendors/contractors for the above interfaces will require the Offeror to provide a new interface at no cost.

K. Debit Calling Time

The Commissary will facilitate the sale of debit calling time for the ITS provider that has been awarded a contract to provide inmate calling services for the Jail. The Offeror shall agree:

1. To include debit-calling time as a product offered for sale and debit-calling time shall be listed as the first item on their commissary order.
2. To transfer to ITS, debit calling time purchase immediately upon the receipt of order.
3. That the Offeror shall not charge the inmate, the Jail, or ITS contractor for this service.

4. That the Contractor shall not collect a commission for the sale of debit calling time.
5. That the cost of debit calling time shall be transferred from the inmate's account electronically to the ITS debit calling card immediately for use.

L. Inmate Order System

The Offeror shall provide to RRJ all systems that are needed to order Commissary. Commissary order system should provide a means of identifying the inmate, the inmate's housing unit, available funds, the unit price of each product, and the quantity to be ordered.

The order system shall allow inmates to order any time of day or week. The system shall notify the inmate the next delivery date for the inmates current housing location.

Commissary order system shall also provide space for a notice providing instructions to the inmate for claiming the inmate's commissary order if the inmate is released from custody prior to the order being delivered; and provide space for signatures of the inmate and the individual reviewing and delivering the inmate's order.

Commissary order system shall be approved in writing (e-mail approval is sufficient) by RRJ prior to use.

M. Equipment Provided by the Contractor

The Offeror shall provide, at the Offeror's expense, all equipment that is needed to process commissary orders and transmit commissary orders to the Offeror's facility(s). This shall include but not be limited modems, telephone lines, computer hardware, computer software, etc.

The Offeror must provide at no cost to RRJ methods of automation for public to make deposits to the inmate account. All methods shall be currently available and explained in detail in the RFP Response. Any fees that will be applied to the end user for this service must first be approved by RRJ.

The Offeror shall provide on-site repair and/or replacement of all equipment supplied by the Offeror under the terms of this agreement. The Offeror must repair or replace failed equipment within twenty-four (24) hours of notification of failed equipment. The Offeror shall have procedures in place to manually enter an order if equipment should fail during the order process. The manual method shall not interfere with the normal delivery schedule.

The Offeror shall be responsible for the cost of maintenance, repair, and replacement of equipment provided by the Offeror.

N. Supplies

The Offeror shall provide all consumable supplies, required for equipment provided by the Offeror. The Offeror shall make available to RRJ a sufficient quantity of consumable supplies to ensure uninterrupted operation of Inmate Commissary Services activities.

O. Receipts

The Offeror shall provide two (2) copies of the order receipt sealed within the bag containing the inmate purchase. The order receipt should contain as a minimum:

1. Date order was placed.
2. Inmate's full name, data number, housing unit identity.
3. Beginning balance of inmate's account.
4. A listing of all items included in the order. Listing shall include product ID, product description, quantity, unit price, and total price.
5. The Offeror shall identify, on the inmate order receipt, items that are subject to state and local sales tax.
6. The Offeror shall list, on the inmate order receipt as a separate line item entry, the total state and local sales tax charged to the inmate.
7. Grand Total (sum of all purchases).
8. Ending balance of inmate's account.
9. A listing of all items ordered but not received. Listing shall include product description, quantities ordered, and reason for non-delivery (out of stock, discontinued, diet restrictions, housing restrictions, etc.).
10. A space where the inmate can sign and date to acknowledge receipt of the order.
11. A space where the deliver can sign and date to acknowledge the inmate's receipt of the order.

P. Invoices

The Offeror shall submit an invoice on a weekly basis for all orders placed for the week. These invoices may be submitted electronically to the Inmate Accounting Technician. Indigent Kits will be invoiced separately.

Invoices shall include but not be limited the following:

1. Offeror's unique invoice number, order date, delivery date, and invoice date, order fill rate, invoice amount. The Offeror's invoice shall not include

charges associated with the sale of debit calling time nor State and local sales taxes associated with the sale of debit calling time.

2. Attached to the invoice shall be a listing, sorted by inmate name, of all items delivered in the order. As a minimum, listing will include Inmates name, data number, Product ID, product description, quantity delivered/refunded, unit price, total sales tax, and total price. Along with the weekly invoice, the offeror shall furnish a statement that itemizes all sales for the respective week. The offeror shall furnish monthly reports on gross sales, line item sales amounts and number of indigent transactions.

Q. Purchase Limits

RRJ reserves the right to set limits on commissary purchases by inmates. Purchase limits shall not be affected by ITS debit calling.

R. Holiday Schedule

Rappahannock Regional Jail observes twelve (12) paid holidays each year. The Offeror and Jail shall adjust commissary order and delivery schedules to accommodate RRJ's holiday schedule. Holiday delivery order and delivery schedules are subject to negotiation and shall be expressed in the final contract. Holidays observed by RRJ include: New Year's Day; Lee Jackson Day; Martin Luther King, Jr. birthday; George Washington Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; Thanksgiving Friday (day after); Christmas Day.

S. Damages and Refunds

The Offeror shall establish an efficient method of handling damages and refunds. The Offeror shall issue a refund to the inmate's escrow account within twenty-four (24) hours of notification when commissary items are damaged, spoiled, or missing prior to items being delivered to the inmate.

T. Product Returns

The Offeror shall describe in their proposal procedures for return of all items to the Offeror. The Offeror shall pay the cost of shipping and handling and the Offeror shall not charge RRJ or RRJ's inmate a re-stocking fee for items returned to the Offeror

VI. SCOPE OF SERVICES – FULL CONTRACTOR SERVICES

The contractor shall be responsible for all aspects of commissary operations.

A. Space Provided by RRJ

RRJ shall make available to the contractor secure office and working space for commissary operations. Offerors will tour the commissary office and work space during the pre-proposal conference and shall make their own determination as to the adequacy of the space provided. Space requirements beyond that offered by RRJ, are the sole responsibility of the contractor.

B. Equipment Provided by RRJ

RRJ shall provide for use by the contractor Jail-owned furnishings that are on-hand in the commissary office and work space at the start of the contract.

Offerors will tour the commissary office and work space during the pre-proposal conference and shall make their own determination as to the adequacy of RRJ-owned furnishings. Furnishing requirements beyond that offered by RRJ is the sole responsibility of the contractor.

At the start of the contract RRJ and the contractor shall conduct and document a joint inventory of equipment and its condition as provided to the contractor.

At the end of the contract, the contractor shall return all Jail-owned equipment to RRJ

At any time during the contract, the contractor may return to RRJ any Jail-owned equipment that the contractor determines is no longer serviceable or is no longer needed by the contractor. Replacement equipment is the sole responsibility of the contractor.

C. Information Systems Provided by RRJ

1. Access (read only) RRJ JMS system to determine inmate custody status, housing unit location, etc.
2. Limited access (read only) to the inmate accounting system.
3. Correspond with correctional staff via e-mail to address commissary issues.
4. Coordinate meetings with management and staff.
The Contractor shall be responsible for accessing the contractor's Jail e-mail account frequently throughout the day and respond to management and staff regarding commissary issues.
5. RRJ shall be responsible for maintenance of information systems and equipment provided by RRJ.

D. Equipment Provided by Contractor

The Contractor shall provide and install, prior to the start of the contract, any and all equipment, shelving, picking station(s), computers, scanners, and furniture that may be required for commissary operations and not already provided by RRJ.

No later than thirty (30) days after the end of the contract, the contractor shall remove from Jail facilities any and all equipment, shelving, picking station(s), computers, scanners, furniture, and supplies that were provided and used by the contractor for commissary operations.

E. Commissary Services

The Contractor shall provide commissary services a minimum of once per week, for inmates at the RRJ

The Contractor shall provide all services described in Section V, Scope of Services General Requirements and the following:

1. **Establish Commissary Delivery Schedule**
Commissary is currently delivered to the entire inmate population once per week on established days for specific housing units.
2. **Commissary Order**
The contractor shall have a commissary order system that will provide a means of identifying the inmate, the inmate's housing unit, available funds, the unit price of each product, and the quantity to be ordered. The order system shall allow inmates to order any time of day or week. The system shall notify the inmate the next delivery date for the inmates current housing location.
3. **Receive Commissary Orders**
The contractor shall receive commissary order submitted through the system established by the contractor.
4. **Prepare Commissary Orders**
The Contractor shall process commissary orders, prepare order receipts, and pick and package the commissary order for delivery to the inmates.
5. **Deliver Commissary Orders**
Follow describes the process of delivering commissary to inmates in their housing units:
 - a) The Contractor shall deliver commissary orders to the housing units.
 - b) The officers will clear the housing unit sending inmates to their rooms/beds.
 - c) Officers will call inmates, one at a time, to the day room where the Contractor will inventory the commissary order in the inmate's presence and documenting any discrepancies that may exist.
 - d) After the inventory is complete, the inmate and the contractor will sign the commissary delivery receipts. One copy of the signed receipt will be provided to the inmate and one copy will remain with the contractor.
 - e) The contractor must deliver to the inmate only; orders are not to be left with the officer.
 - f) When an inmate is transferred from custody between the time the commissary order is placed and delivered, the contractor shall be responsible to refund the inmate and notify the facilities Inmate Account Technician.

- g) The Contractor shall remove from the housing unit and properly dispose of all commissary trash. Inmates are not permitted to keep the plastic bag in which their commissary order was delivered.

When a discrepancy exists with a commissary order, the contractor shall resolve the discrepancy within one day after delivery of the commissary order.

When an inmate changes housing units between the time the commissary order is placed and delivered, the contractor shall determine the new housing unit location and deliver the commissary to the inmate in the inmate's new housing unit on the day the order would have been delivered to housing unit from which the inmate placed the order.

When an inmate is released from custody between the time the commissary order is placed and delivered, the contractor shall be responsible for holding the inmate's commissary order. Inmates who are released from custody prior to the time their commissary order is delivered must claim their commissary order from the commissary staff within 48 hours after their release.

When an inmate is placed in a special housing unit between the time the commissary orders is placed and delivered and is not authorized to receive commissary, the contractor shall route the order as follows:

G. Manage Indigent Kits

Indigent Kits are a package of supplies provided to inmates who have little or no money on their inmate accounts. The indigent kits include writing materials, pre-stamped envelopes, and hygiene items.

Indigent inmates are those inmates who have \$2.00 or less on their inmate account for seven (7) consecutive days.

The following items shall be included in indigent store packages.

1. Toothbrush, short (@ 3-3/8"), quantity one each, monthly one for one exchange
2. Golf Pencil, writing, quantity one each
3. Toothpaste, fluoride 2.75 oz, quantity one tube
4. Solid clear stick deodorant, 1.5 oz, clear bottle, quantity one each
5. Shampoo, 4.0 oz, clear bottle, quantity one each
6. Paper, writing, quantity 5 sheets
7. #10 Envelope, stamped, quantity five (5) each

Items and quantities of goods provided to indigent inmates are subject to change at the discretion of the Superintendent.

1. The Contractor shall package and provide, at the request of indigent inmates, indigent kits listed above. Indigent kits shall be delivered to inmates at the time of the weekly commissary delivery.
2. Offerors shall provide in their proposal the delivered cost of each item in the indigent kit list and the cost of the entire indigent kit package.
3. Contractor shall deliver with their proposal two starter kits packaged in the manner they will be provided to inmates.
4. Offerors shall create a separate weekly invoice for management of indigent kits. As a minimum the Offerors invoice shall include: the number of indigent kits delivered.
5. The Offeror shall establish, and describe in the Offeror's proposal, procedures to administer indigent kits. As a minimum Offeror shall address:
 - a) Procedures for inmates to request indigent kits
 - b) Procedures for verifying indigence
 - c) Procedures for packaging, delivering, and receipting for indigent store
 - d) Procedure for maintaining a record of indigent requests and delivery
6. No funds shall be deducted from accounts of inmates who qualify for indigent goods and who order those goods from the indigent section of the commissary order form.

H. Provide Commissary Services to Special Management Units

1. Medical
Inmates confined to the infirmary are often on restricted commissary for special diets. The Offeror will need to follow the special diets restriction policies of RRJ.
2. Lockdown
Inmates who are in lockdown for disciplinary infractions may only order commissary items listed on a restricted commissary order form.
3. Administrative Detention
Inmates in administrative detention may only order commissary items listed on a restricted commissary order menu. The CJMS interface will collect data points that will indicate whether the inmate is authorized to order commissary.
4. Administrative Confinement
Some inmates in administrative confinement may order commissary using the commissary order system used by inmates in general population housing units. Others may only order commissary items listed on a restricted commissary menu. The order system shall allow inmates to order any time of day or week. The system shall notify the inmate the next delivery date for the inmates current housing location.
5. Protective Custody
Inmates in protective custody are authorized to order commissary from the commissary menu used by inmates in general population housing units.

I. Inmate Requests

Inmate Requests are available to inmates in their housing units and are used by inmates to express their needs and concerns to correctional staff, including

commissary staff. Inmates complete inmate requests and hand them to the pod officer for routing.

Inmate requests are picked up by jail staff from the housing units on a daily basis in conjunction with mail rounds. Inmate requests related to commissary services are placed in the commissary mail box located in Security & Confinement. The Contractor shall collect, review, and respond in writing to inmate requests within one business day of receipt. Completed responses are deposited in the designated housing unit's Case Manager's mailbox located in the administration area's mailroom for file and routing back to inmates.

J. Address Inmate Grievances

The Contractor shall work cooperatively with Rappahannock Regional Jail in the administration of Rappahannock Regional Jail's inmate grievance procedures to ensure systematic review of and response to inmate complaints, concerns or inquiries. Grievance or complaint responses may include a face-to-face component for commissary issues or may involve written correspondence for simple questions and answers. Response shall be timely and not to exceed seven (7) days.

Copies of all grievances and the contractor's response shall be sent to the Superintendent for review.

K. Manage and Coordinate Delivery of Supplies

The Contractor shall have access to the loading dock at the RRJ weekdays between 7:30 a.m. to 11:00 a.m. and 12:30 p.m to 3:00 p.m. for delivery of supplies and equipment. RRJ staff will assist with the unloading of trucks and will transport deliveries on pallets to the commissary. The Contractor shall be responsible for unloading pallets and storing supplies immediately upon delivery to the commissary.

The Contractor shall be responsible for coordinating delivery of supplies with RRJ staff to reduce or eliminate congestion in the loading dock area.

L. Remove Trash

The Contractor shall be responsible for removal and proper disposal of all trash and recyclables generated by commissary operations. RRJ shall provide a dumpster and recyclable container at the loading dock area that the Contractor may use for that purpose.

M. Manage Starter Kits for New Inmate Arrivals

The Contractor shall package and provide to admissions staff sufficient quantities of starter kits to ensure the availability of one starter kit for each new inmate arrival.

The following items shall be included in starter kits.

1. Toothbrush, short (@ 3-3/8"), quantity one each

2. Golf Pencil, writing, quantity one each
3. Toothpaste 0.85 oz, one each
4. Solid clear stick deodorant, 1.5 oz, clear bottle, quantity one each
5. Shampoo, 2.0 oz, clear bottle, quantity one each
6. Bar soap 3.0 oz, quantity one each
7. Comb, small, pocket, plastic, unbreakable, quantity one each

Contractors shall provide in their proposal the delivered cost of each item in the starter kit list and the cost of the entire starter kit.

Contractor shall deliver with their proposal two starter kits packaged in the manner they will be provided to inmates.

RRJ retains the right to use starter kits offered by the Offeror, or manage starter kits itself.

VII. STAFFING AND PERSONNEL

A. Dress Code

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

B. Personnel Security Requirements

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

C. Criminal History Check

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

D. Substance Abuse Screening

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

The Contractor will contact Rappahannock Regional Jail Human Resources Office and arrange pre-employment substance abuse screening of new employees which must be completed and results received before the new

employee may start work at RRJ. The results of pre-employment substance abuse screening will be reported to the Superintendent.

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

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

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

E. Photo Identification

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

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

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

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

F. Searches

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

G. Access to Facilities

Although the Contractor has authority for all hiring and termination, Rappahannock Regional Jail may deny access to individuals whose criminal history check indicates the individual could be a threat to the good order and security of the facility or on the basis of security violations validated through

Superintendent Investigation. Such denial of access shall in no way impact the cost of the contract nor relieve the Contractor of its responsibilities therefore.

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

H. PREA

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

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

VII. SECURITY REQUIREMENTS

A. Physical Security Requirements

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

B. Area Security

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

C. Key Control

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

D. Contraband

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

The Contractor shall not give any item to an inmate except in the presence of correctional staff.

E. Personal Security

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

F. Security Code Call Names

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

G. Inmate Security

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

In addition, the Contractor shall:

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

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

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

GENERAL TERMS AND CONDITIONS:

A. ADDITIONAL INFORMATION: Rappahannock Regional Jail reserves the right to ask any Proposer to submit information missing from its proposal, to clarify the proposal or offer, and to submit additional information which Rappahannock Regional Jail deems desirable, and does not affect quality, quantity, price or delivery.

B. ANTIDISCRIMINATION: By submitting their proposals, all Proposers certify to Rappahannock Regional Jail that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a

faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination
 - b) in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - c) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - d) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of
 - a) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Offeror.

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

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

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

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

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

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

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

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

- K. ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Proposers certify their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer or subcontractor in connection with their proposal, and they have not conferred on any public employee having official

responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

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

and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles.

4. The required amounts of General Liability insurance are:
 - a) General Aggregate \$5,000,000 aggregate
 - b) Products/Completed Operations Aggregate \$1,000,000 per occurrence
 - c) Personal/Advertising Injury \$1,000,000 any one person
 - d) Bodily Injury/Property Damage \$1,000,000 per occurrence
 - e) Fire Damage \$50,000 any one fire
 - f) Medical Payments \$5,000 any one person
5. The required Automobile Liability Insurance is
 - a) Bodily Injury/Property Damage \$1,000,000 combined single limit
6. Evidence of Coverage

The contractor shall furnish Rappahannock Regional Jail with a certificate of insurance coverage, which shall be submitted to the Rappahannock Regional Jail Procurement Officer by U.S. Postal Service or by facsimile (402-444-4992). These certificates or the cover sheet shall reference the contract name "Commissary Services for Rappahannock Regional Jail ", and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Rappahannock Regional Jail is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

7. Notice of cancellation of any required insurance policy must be submitted to Rappahannock Regional Jail when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

N. MANDATORY USE OF RAPPAHANNOCK REGIONAL JAIL FORMS AND TERMS AND CONDITIONS:

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

O. PAYMENT:

1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or

purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b) Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last.
- c) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, Rappahannock Regional Jail shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

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

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

- P. PRECEDENCE OF TERMS:** The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- Q. PROTEST OF AWARD:** A Proposer 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 Proposer institutes legal action as provided in the Code of Virginia.
- R. QUALIFICATIONS OF PROPOSERS:** Rappahannock Regional Jail may make such reasonable investigations as deemed proper and necessary to determine the ability of the Proposer to perform the service/furnish the goods stated in the contract. The Proposer shall furnish to Rappahannock Regional Jail all such information and data for this purpose as may be requested. Rappahannock Regional Jail reserves the right to inspect Proposer's physical plant prior to award to satisfy questions regarding the Proposer's capabilities. Rappahannock Regional Jail further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Proposer fails to satisfy Rappahannock Regional Jail that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- S. STATE CORPORATION COMMISSION NUMBER:** all 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 bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under title 13.1 or Title 50, as amended, or as otherwise required by law shall include in its proposal a statement describing why the offeror is not required to be so authorized.

Any business entity that enter into a contract with a public body pursuant to this chapter shall not allow its existence to 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. RRJ may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

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

SPECIAL TERMS AND CONDITIONS

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

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

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

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

similar provision in any contract with any subcontractor selected to perform work on the project.

2. **Personnel Commitments:** Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of Rappahannock Regional Jail. Replacement of key personnel, if approved by Rappahannock Regional Jail, shall be with personnel of equal or greater ability and qualifications.
3. **Employee Conduct:** All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Rappahannock Regional Jail site. They shall abide by the RRJ Standards of Conduct and Policy & Procedures. The Superintendent or designee retains sole discretion over whether to permit any individual to enter the Rappahannock Regional Jail grounds or facility. Rappahannock Regional Jail reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

L. CONTRACTUAL DISPUTES: Contractual claims arising after final payment shall be governed by Section 11-69A of the Code of Virginia. This claim shall be submitted to the Purchasing Agent at Rappahannock Regional Jail who will render a decision within 30 days. Contractual claims, where for money or other relief, shall be submitted by the contractor in writing to the Purchasing Agent at Rappahannock Regional Jail no later than sixty days after final payment; however, written notice of the contractor's intention to file such a claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The Purchasing Agent shall make a written determination as to the claim within forty-five days after receipt. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in Section 22-4364 of the Code of Virginia.

M. DELAYS IN AWARD: Delays in award of a contract beyond the anticipated starting date may result in a change in the contract period indicated in the solicitation. If this situation occurs, Rappahannock Regional Jail reserves the right to award a contract covering the period equal to or less than the initial term indicated in the solicitation

N. DELIVERY POINT: Except when otherwise specified herein, all items shall be F.O.B. delivered to any of the locations specified herein.

O. DEVIATIONS FROM THE CONTRACT: The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP must be clearly defined by the contractor/Offeror in its proposal and, if accepted by Rappahannock Regional Jail, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP or mandatory requirements. Rappahannock Regional Jail discourages deviations and reserves the right to reject proposed deviations.

- P. INDEMNITY:** The Contractor shall indemnify and hold harmless the Rappahannock Regional Jail, its officers, agents and employees, from any and all claims, actions, lawsuits, damages, judgments, charges, expense or liabilities arising out of the performance of the Contract by Contractor, its subcontractors, agents or employees. The contractor expressly agrees to defend the Jail, its agents, officers and employees from any such claims brought or actions filed against the indemnified parties.
- Q. INDEPENDENT CONTRACTOR:** It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. The contractor's employees and other persons engaged in work or services required by the contractor under this agreement shall have no contractual relationship with Rappahannock Regional Jail. They shall not be considered employees of Rappahannock Regional Jail. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of Rappahannock Regional Jail. The contractor will hold Rappahannock Regional Jail harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from Rappahannock Regional Jail including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.
- R. LATE PROPOSALS:** To be considered for selection, proposals must be received by the issuing authority by the designated date, hour and second. The official time used in the receipt of proposals is the time recorded by an official from the issuing office. Proposals received in the issuing office after the date, hour and second designated are automatically disqualified and will not be considered. Rappahannock Regional Jail is not responsible for delays in the delivery of mail by the U. S. Postal Service, private couriers, or the facility mail system. It is the sole responsibility of the Proposer to ensure that its proposal reached the issuing authority's office by the designated date and hour. Proposal receipts and openings or the receipt of proposals scheduled during a period of suspended business operations will be rescheduled for processing at the same time on the next regular business day. Please note that this solicitation closes at 1:00:00 PM promptly on May 11, 2016. Proposal received after the exact minute of 1:00:00 PM will be considered late. (For example, 1:00:05 is late for all purposes pertaining to this solicitation).
- S. INVOICES:** Invoices for items ordered, delivered and accepted by Rappahannock Regional Jail shall be submitted by the contractor directly to the payment address shown on the purchase orders or contracts. All invoices shall show the Rappahannock Regional Jail contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- T. MSDS:** Prior to award of this contract, if applicable, the successful Proposer shall provide to this office, within 10 calendar days of the verbal or written request, copies of Material Safety Data Sheets (MSDS) for each hazardous chemical/compound offered. Failure to provide such MSDS within the required time frame will be cause for declaring such proposal as nonresponsive.
- U. 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 proposer 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.
- V. PRISON RAPE ELIMINATION ACT (PREA):** Contractors and Contractors' staff who are providing services to Rappahannock Regional Jail, who having any level of interaction or potential for interaction with inmates shall review the Prison Rape Elimination Act (PREA). Contact and Contractor's staff must receive training at Rappahannock Regional Jail on their responsibilities, under PREA including Rappahannock Regional Jail's sexual abuse and sexual harassment prevention, detection and response policies and procedures, including reporting. Contractors and Contractors' staff agrees to abide by the facilities zero tolerance policy regarding fraternization, sexual abuse and sexual harassment and the obligation to report incidents.
- W. 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 Proposer. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.
- X. RENEWAL OF CONTRACT:** This contract may be renewed by Rappahannock Regional Jail for four successive one year periods under the terms and conditions of the original contract except as stated in a. and b. below. Price adjustment shall be based upon the Consumer Price Index for All Urban Consumers, for United States City Average, as published by the United States Department of Labor, Bureau of Labor Statistics. Increases shall not exceed two point five percent (2.5%) annually from one adjustment period to the next. Written notice of Rappahannock Regional Jail's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
- A. If Rappahannock Regional Jail elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of

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

B. If during any subsequent renewal periods, Rappahannock Regional Jail elects to exercise the option to renew the contract, the contract prices(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased /decreased by more than the percentage increase/decrease of the Other Services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.

Y. RAPPAHANNOCK REGIONAL JAIL PROPERTY: Rappahannock Regional Jail shall be responsible for the repair, replacement and maintenance of Rappahannock Regional Jail owned equipment that has become unserviceable due to normal wear and tear. The Contractor shall be responsible for the repair or replacement of all equipment that becomes unserviceable due to neglect, errors, oversights or malicious acts by Contractor or inmates under Contractor supervision.

Z. Payment Terms: The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #2016-CS**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

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

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT A

PRE-PROPOSAL CONFERENCE REGISTRATION FORM

This pre-proposal conference registration form must be completed and returned to the RFP contact specified on page 4 of the RFP on or before the date specified in the Schedule of Events. The facility will provide an escort.

Provide the following information for the offeror representative(s) that will be attending the pre-proposal conference which will be held on the date specified in the schedule of events.

Offer Name:	_____
Address:	_____ _____
Main Contact Phone Number:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

Attendee Name:	_____
Attendee Title:	_____
Attendee Contact Number:	_____
Attendee Email Address:	_____

**ATTACHMENT B
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in RFP #2016-CS. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

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

NAME OF OFFEROR: _____

ADDRESS: _____

FED ID NO: _____

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

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____

E-MAIL: _____

FAX: _____

DATE: _____

SUBMIT THIS FORM WITH PROPOSAL

ATTACHMENT C
CLIENT REFERENCES

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

Agency Name _____

Agency Address _____

Contact Person _____

Contact Numbers _____

Number of Inmates _____

Facility Type _____ Jail _____ Prison
_____ Juvenile _____ Other

Type Service Provided

_____ Bulk Sales – The jail facility is responsible for packaging, delivering, and billing for commissary services.

_____ Limited Commissary Service - Contractor picks and packages commissary orders and ships to jail facility where correctional staff delivers commissary orders.

_____ Full Commissary Service - Contractor provides full commissary services at RRJ facility.

Contract Start _____

Contract End _____

Reason Contract Ended

ATTACHMENT D

Approved Commissary Item List

ID: _____ Printed Name: _____
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected. Revised 4/7/2016

BEVERAGES		
1101	___	*SS Coffee (5)
1102	___	*Coffee 4oz
1110	___	SS Cocoa Mix (5)
1120	___	SS Creamer (5)
1123	___	*SS Sugar Substitute (5)
1128	___	SF Fruit Punch (5)
1130	___	SF Orange (5)
1132	___	SF Tea (5)
1134	___	SF Black Cherry (5)
1136	___	SF Lemonade (5)
1140	___	Coke Classic Plastic 20oz
1142	___	Diet Coke Plastic 20oz
1144	___	Sprite Plastic 20oz
1150	___	Grape Soda Plastic 20oz
CHIPS / SNACKS		
1202	___	*Saltines
1204	___	*Wheat/Cheese Cracker
1206	___	*Cheese/Pbutter Cracker
1208	___	*Chocolate Creme Cookie
1210	___	*Plain Chips
1211	___	*Hot Buffalo Wing Chips
1212	___	*BBQ Chips
1214	___	*Popcorn
1217	___	*Corn Chips
1218	___	*Pretzels
1219	___	Nacho Chips
1220	___	*Brownie
1221	___	BBQ Pork Rinds
1223	___	*Chocolate Chip Cookies
1224	___	*Cheese Nips
1226	___	Combos
1231	___	*Pickle Koshers Dill
1240	___	Soup-Chicken
1241	___	Soup-Beef
1242	___	Soup-Shrimp
1243	___	Soup-Chili
1244	___	Soup-Oriental
1250	___	*Trail Mix - Unsalted
1252	___	*Nutri Grain Bar
1260	___	Beef Strick
1262	___	Hot Sausage
1265	___	*Peanut Butter 18oz
1268	___	Jelly - Grape 12oz
1270	___	*Microwave Popcorn
1273	___	*Rice Instant White
1279	___	Louisiana Hot Sauce
1282	___	*Oatmeal-Brown Sugar (1)
1286	___	*Tuna Pouch
2115	___	Cheetos
2133	___	*Jalapeno Chips
2181	___	*Pretzels Honey Must. Onion
2183	___	*Pretzel Pieces Jalapeno
2253	___	*Animal Crackers
2258	___	*SF Vanilla Wafer 1.7
2265	___	Jalapeno Cheese Nuggets
2521	___	*Slim Fast Bar
2525	___	Protein Bar
2621	___	Beef Summer Sausage 2.75
2626	___	Double Salami Sf
2631	___	Cheese Stick 4oz
2691	___	Ketchup Packet
2692	___	*Mustard Packet
2693	___	*Mayonaise Packet
2697	___	Jalapeno Pepper Slices
2721	___	*Rice Instant - Chili
2736	___	Easy Mac
2793	___	Picante Sauce Squeezer
2795	___	Jalapeno Cheese Squeezer
2798	___	Tortilla Shells Flour
2831	___	*Instant Chili
2838	___	Beef Stew
2876	___	Chicken Breast 3oz
CANDY / PASTRY		
1302	___	*Salted Peanuts
1304	___	*Granola Bar
1305	___	Peppermints (Bag)
1306	___	Asst. Jolly Rancher
1310	___	*Snickers
1312	___	*Milky Way
1314	___	*Peanut Butter Cup
1316	___	*M&M Peanut
1318	___	*Butterfinger
1321	___	*Twix
1335	___	Skittles
1336	___	Sugar Free Hard Candy
1345	___	*Honey Bun
1350	___	Moon Pie
1352	___	*Large Choc. Chip Cookie
1356	___	Pop Tarts (2pk)
1360	___	*Peanut Butter Wafer
1361	___	*Oatmeal Cream Pie
1380	___	Fireballs
3065	___	Starburst - Original
3145	___	Mallo Cup
3148	___	*Chocolate Covered Raisins
3361	___	Sf Hard Candy Cinnamon 3.5
3363	___	Sf Pecan Delights
3364	___	Sf Peanut Butter Cups
3365	___	Sf Peppermints (Roll)
3551	___	*Duplex Cookies
3552	___	Rice Krispie Treat
3613	___	*Cherry Dansh 4oz
3615	___	*Cinnamon Roll 4oz
HYGIENE		
1509	___	Mouthwash
1511	___	Magic Cream Shave
1512	___	Brushless Shave Cream
1515	___	Comb Small
1517	___	Afro Pick
1518	___	Club/Palm Brush
1519	___	Stick Deodorant
1522	___	Dove Soap
1524	___	Lady Speed Stick
1531	___	Dial Soap
1532	___	Ivory Soap
1534	___	Irish Spring
1538	___	Skin Cream
1540	___	Soap Dish
1541	___	Toothbrush Holder
1552	___	Protein Shampoo 8oz
1554	___	Dandruff Shampoo 7oz
1555	___	Hair Perm Relaxer Kit
1558	___	Hair Conditioner
1560	___	Cond. Hair Dress/Pomade
1561	___	Sulfer 8 Conditioner
1562	___	Body Powder
1566	___	Hand/ Body Lotion
1567	___	Liquid Antacid
1568	___	Cocoa Butter Lotion
1569	___	Lubriderm Lotion
1570	___	Cotton Swabs Plastic
1575	___	Foam Rollers
1576	___	Cough Syrup
1578	___	Throat Lozenges Ss
1579	___	Toinafate Cream
1583	___	Tampon (1)
1584	___	Effertend Tablets (1)
1586	___	Douche
1587	___	Effergrip
1590	___	Multi Vitamin
1591	___	Foam Ear Plugs
1592	___	Aspirin (2pk)
1593	___	Ibuprofen (2pk)
1594	___	Antacid (Roll)
1595	___	Cough Drops
1596	___	Chapstick
1597	___	Acetaminophen (2pk)
1598	___	Benzoyl Peroxide 10%
5027	___	Toothbrush Security Flex
5068	___	Toothpaste-Colgate Clear
5136	___	After Shave(Alc. Free)
5210	___	Mennen Antiperspirant
5540	___	Sulfer 8 Shampoo 7oz
5543	___	Vo5 Shampoo
5544	___	Vo5 Conditioner
5574	___	Styling Gel
5793	___	A&D Ointment
5795	___	Band Aids Box
5806	___	Saline Nose Drops
5807	___	Milk Of Magnesia
5812	___	Hydrocortisone Cream
5813	___	Triple Antibiotic Ointment
5814	___	Miconazole 2%(Like Monist)
5817	___	Alka Seltzer (2pk)
5820	___	Hemorrhoidal Ointment
5828	___	Eye Drops - Tetrahydrozoline
5829	___	Medicaidin-D
5831	___	Tampon Super (1)
5838	___	Sanitary Napkin (1)
5871	___	Denture Cup
5911	___	Ear Drops 15 Ml
5912	___	Saline Solution 12oz
5916	___	Muscle Rub 1.25oz
5943	___	Zantac 75 Mg Tab
5973	___	Chlorphen
CLOTHING		
1603	___	Socks - Cotton Crew
1605	___	Boxer Shorts (S)
1606	___	Boxer Shorts (M)
1607	___	Boxer Shorts (L)
1608	___	Boxer Shorts (XL)
1609	___	Boxer Shorts (2xl)
1610	___	Boxer Shorts (3xl)
1611	___	T-Shirts (S)
1612	___	T-Shirts (M)
1613	___	T-Shirts (L)
1614	___	T-Shirts (XL)
1615	___	T-Shirts (2xl)
1620	___	Shower Shoes (S)
1621	___	Shower Shoes (M)
1623	___	Shower Shoes (L)
1625	___	Shower Shoes (XL)
1629	___	Gym Shorts Blue (S)
1630	___	Gym Shorts Blue (M)
1632	___	Gym Shorts Blue (L)
1634	___	Gym Shorts Blue (XL)
1635	___	Lady Reebok Tennis Shoe (5)
1636	___	Lady Reebok Tennis Shoe (6)
1637	___	Lady Reebok Tennis Shoe (7)
1638	___	Lady Reebok Tennis Shoe (8)
1640	___	Sneaker Wht 9hi-Top
1641	___	Lady Reebok Tennis Shoe (9)
1642	___	Sneaker Wht 10hi-Top
1644	___	Sneaker Wht 11hi-Top
1646	___	Sneaker Wht 12hi-Top
1648	___	Sneaker Wht 13hi-Top
1661	___	Ladies Panties (S 5/6)
1662	___	Ladies Panties (M 7/8)
1664	___	Ladies Panties (L 9/10)
1666	___	Ladies Panties (XL 11/12)
1670	___	Thermal Top (M)
1672	___	Thermal Top (XL)

ID: _____ Printed Name: _____
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

Revised
4/7/2016

- 1673 Thermal Top (2xl)
- 1674 Thermal Top (3xl)
- 1678 Thermal Bottom (M)
- 1680 Thermal Bottom (Xl)
- 1681 Thermal Bottom (2xl)
- 1682 Thermal Bottom (3xl)
- 1689 Leather Tennis Shoe (8)
- 1690 Leather Tennis Shoe (9)
- 1692 Leather Tennis Shoe (10)
- 1694 Leather Tennis Shoe (11)
- 1696 Leather Tennis Shoe (12)
- 1698 Leather Tennis Shoe (13)
- 1699 Leather Tennis Shoe (14)
- 6107 Boxer Shorts (4xl)
- 6156 T-Shirts (4xl)
- 6157 T-Shirts (5xl)
- 6189 Sports Bra - 2xl
- 6190 Sports Bra - Xl
- 6192 Sports Bra - M
- 6193 Sports Bra - L
- 6341 Gym Shorts Blue (2xl)
- 6342 Gym Shorts Blue (3xl)
- 6343 Gym Shorts Blue (4xl)
- 6344 Gym Shorts Blue (5xl)
- 6389 Shoe Canvas Low M4/F5.5
- 6390 Shoe Canvas Low M5/F6.5
- 6391 Shoe Canvas Low M6/F7.5
- 6392 Shoe Canvas Low M7/F8.5
- 6393 Shoe Canvas Low M8/F9.5
- 6394 Shoe Canvas Low M9/F10.5
- 6395 Shoe Canvas Low M10/F11.5
- 6396 Shoe Canvas Low M11/F12.5
- 6397 Shoe Canvas Low M12/F13.5
- 6398 Shoe Canvas Low M13/F14.5
- 6402 Sneaker Wht 7hi-Top
- 6403 Sneaker Wht 8hi-Top
- 6741 Thermal Top (4xl)
- 6811 Thermal Bottom (4xl)
- 6981 Leather Tennis Shoe (15)
- MISCELLANEOUS**
- 1701 Letter Size Pad
- 1705 Large Envelope 9 X 12
- 1708 #10 Unstamped Envelope
- 1711 Colored Pencils
- 1715 Art / Memo Pad
- 1718 Dictionary
- 1724 Card W/ Stamp(General)
- 1725 Card W/ Stamp(Birthday)
- 1726 Card W/ Stamp(Seasonal)
- 1730 Playing Cards
- 1731 Pinochle Cards
- 1732 Crossword Puzzle Book
- 1733 Eraser Cap
- 1735 Holy Bible
- 1741 Tumbler W/ Lid 22oz
- 1760 AAA Battery (1)
- 1762 AA Battery (1)
- 1774 Radio Earbuds
- 7041 Golf Pencil
- 7181 Dictionary Spanish/English
- 7321 Word Find Puzzle Book
- 7325 Sudoku Book
- 7351 Holy Koran
- 7352 Bible Spanish
- 7353 Prayer Rug
- 7448 Spoon Orange (Cook's)
- 7777 Am/Fm Radio (Clear)
- 9919 Phone Credit
- POSTAL**
- 1801 Stamped Envelope
- 1803 Stamp
- 1811 One Cent Stamp
- INDIGENT**
- 9903 Indigent Kit Rappahannock, V

9906 Ind Kit Rapp Ins Inmate 0.00
ALL SALES FINAL
CHECK ORDER AT DELIVERY
TAXES ADDED AS NECESSARY
 taylor.james

Location: _____

NAME: LAST FIRST MIDDLE

DATE: _____

0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9
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0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9
0	1	2	3	4	5	6	7	8	9

MARKING INSTRUCTIONS

- Do not use red ink or felt tip pens.
- Make solid marks that fill the oval completely.
- Make no stray marks on this form.
- Do not fold, tear, or mutilate this form.

WRONG MARKS RIGHT MARK

1	2	3	4	5	6
ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT
0	1	2	3	4	5
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9

7	8	9	10	11	12
ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT
0	1	2	3	4	5
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9

13	14	15	16	17	18
ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT	ITEM AMT
0	1	2	3	4	5
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9