

**REQUEST FOR PROPOSALS
FOR INMATE TELEPHONE SERVICES FOR THE
NEW RIVER VALLEY REGIONAL JAIL AUTHORITY
RFP-21-001**

I. PURPOSE OF REQUEST

The New River Valley Regional Jail Authority (the “Authority”) owns and operates the New River Valley Regional Jail facility (“Facility”), serving the counties of Bland, Carroll, Floyd, Giles, Grayson, Pulaski, Wythe and the City of Radford. The Authority utilizes state-of-the-art technology throughout the facility in accomplishing its mission of service to the region. The Authority is soliciting expressions of interest from qualified firms to provide non-coin-operated inmate telephone services to the Facility, which is expected to entail installation, consulting, and maintenance services for the Authority. As part of the inmate telephone services, the successful offeror will evaluate any hardware and/or software needs, and will provide any and all such hardware or software as deemed necessary. The successful offeror will perform all startup and installation activities related to the provision of inmate telephone services and will provide all maintenance required in order to maintain reliable service. The Authority intends to enter into a contract for a term of no less than 12 months, and no more than thirty-six (36) months, with the possibility of renewal for additional (12) month service periods.

II. TIME

The Authority will attempt to follow this timetable, which should result in the implementation of an agreement for network maintenance services by June 2021. Pre-bid will be held in person at 108 Baker Road, Dublin, Virginia 24084

Issue RFP	March 22, 2021
Mandatory Pre-Bid Conference 10:00am	March 25, 2021
Deadline for Submittal of Proposals - 12:00 p.m.	April 5, 2021
Interviews with Selected Firms	April 12, 2021
Preliminary Selection of Firm	April 19, 2021
Recommendation to AUTHORITY Board	May 13, 2021

III. INSTRUCTIONS TO PROPOSERS

- A. All proposals and/or questions should be directed to

Gregory Winston
Superintendent
New River Valley Regional Jail
108 Baker Road
Dublin, Virginia 24084

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- B. All proposals must be in a sealed envelop and clearly marked in the lower left-hand corner: “RFP – Inmate Telephone Services”. All proposals must be received in the offices of the Authority Superintendent by April 5, 2021 at 12:00 p.m. Five (5) copies of the RFP must be presented. No faxed, e-mailed or telephone proposals will be accepted. Late proposals shall be returned unopened.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not required. Emphasis should be on completeness and clarity of content. Use of recycled paper for responses and any printed or photocopied material created pursuant to a contract with the Authority is desirable whenever practicable. Use of both sides of the paper for any submittal to the Authority is desirable whenever practicable.
- D. All proposals must be complete and include the following information signed and notarized as appropriate:
 - 1. ‘Statement of Qualifications’ (Attachment A)
 - 2. ‘Non-Collusion Affidavit Certificate’ (Attachment B)
 - 3. Bid Submittal (Attachment C)
 - 4. Contractual Terms and Conditions (Attachment D)

IV. SELECTION CRITERIA.

The Authority is seeking proposals from qualified firms to provide reliable and economical non-coin-operated inmate telephone services (“NCOTS”), which will include, in addition to the actual telephone service, installation, setup, maintenance and troubleshooting services., in addition to other ancillary services related to prisoner communications (such as tablets and related content as well as on-site and remote video visitation) as well as comprehensive investigative software. Offerors should familiarize themselves with the physical and operational parameters of the Facility and evaluate any changes required in the current telecommunications configuration. The successful offeror will perform any and all startup and installation services required in implementing the NCOTS, and will ensure proper compatibility with the Authority’s existing systems and infrastructure. The successful offeror will evaluate any hardware and software needs, including the provision of additional devices to achieve an appropriate level of availability in light of current and projected demand.

The successful offeror will be granted during the contract term the exclusive right to provide inmate NCOTS within the Facility, and will be responsible for timely response to service requests as needed to ensure the inmate telephone systems are functioning properly with preference given to a solution that provides and on-site technician. The offeror should be capable of providing all necessary labor relating to maintenance and installation, and should have the capability to provide timely assistance to resolve end-user issues.

The successful offeror shall be responsible for accounting to the Authority in a regular and timely manner detailing revenues collected from the NCOTS system. The successful offeror shall be responsible for any telephone line charges incurred in providing the NCOTS.

Proposals should include a proposed fee schedule for the NCOTS and include the offeror’s

proposed compensation to the Authority, and should include a description of any hardware to be installed in the Facility in providing the NCOTS. The proposals should take into account reasonably foreseeable contingencies and detail any assumptions relied upon in making the proposal, including current, pending and reasonably foreseeable regulatory or industry changes that may affect the proposed services.

<u>Factor</u>	<u>Weight Given</u>
1. Responsiveness of Proposal to Requirements	20%
2. References:	20%
3. Experience and Qualifications	30%
4. Price	30%
Total Criteria Weight	100%

Each proposal will be independently evaluated on the above factors by an evaluation team selected by the Authority. Interviews with prospective firms may be conducted following a review of the proposals received.

V. PROPOSAL TERMS AND CONDITIONS.

1. Upon review and evaluation of the proposals, and in accordance with Section 2.2-4301 2.2(A) of the Code of Virginia, 1950, as amended, the Authority shall select two or more offerors deemed by the Authority to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price, however price shall not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Authority shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Should the Authority determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.
2. The Authority reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
3. The Authority reserves the right to request clarification of information submitted, and to request additional information from any proposer.
4. The Authority reserves the right to award any contract to the next most qualified firm, if the successful firm does not execute a contract within 30 days of being notified of selection.

5. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to provide to the Authority the services described in the attached specifications, or until one or more of the proposals have been approved by the Authority, whichever occurs later.
6. Any and all contracts resulting from acceptance of a proposal by the Authority shall be in a form supplied or approved by the Authority and shall reflect the specifications in this RFP. The Authority reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP and which is not approved by the Authority Attorney.
7. The Authority shall not be responsible for any costs incurred by any bidder in preparing, submitting, or presenting its response to the RFP.

VI. RESULTING CONTRACT

The successful offeror will be bound by the representations made in its response to the RFP.

VII. OTHER INFORMATION.

For additional information or explanation of the contents or intent of these specifications, please e-mail, or write your questions to:

Gregory Winston,
Superintendent
New River Valley Regional Jail
108 Baker Road
Dublin, Virginia 24084
(540) 643-2000
gmcpeak@nrvrj.org

Upon request, the Authority will provide copies of this document in electronic format to assist with responses.

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Expressions of interest for NCOTS shall be made by submitting a statement of qualifications, including background and experience of staff members who would be assigned to the work, summary of members who would be assigned to the work and a summary listing of similar projects conducted by the firm. The firm must have at least five years experience in providing similar services in secure facilities, including operations and maintenance of telecommunications systems. When applicable to the category of services governed by the proposal, the Offeror should address the following criteria:

1. Specific training, knowledge and experience relating to the provision of telecommunications in secure facilities.
2. Thorough knowledge of all relevant federal and state codes, regulations, standards and requirements relating to the proposed services, including knowledge of any standards required to ensure functionality and security of the network.
3. Broad general understanding of current industry standards and techniques.
4. Thorough knowledge of any and all building codes as they may relate to the project.
5. Knowledge of appropriate safety requirements.

Each firm submitting a proposal for items included in this RFP shall prepare and submit the following information, in addition to addressing the qualifications stated above:

1. Name of Firm or Business _____
2. Business Address _____
3. Business Phone _____ Fax No. _____
4. E-mail address _____
5. How many years have you been in business in Virginia and under what names? _____
6. General Character of services provided by your firm:

7. Commonwealth of Virginia Sales Tax Registration No., if applicable: _____
8. Federal I.R.S. Identification No.: _____
9. List the places of operation:

_____.

10. Provide a clear statement of your experience and qualifications relevant to services proposed to be provided.
11. Execute and return this Statement of Qualifications, Attachment B and Attachment C.
12. I certify that I:
 - am capable of providing the services as outlined in this proposal,
 - will comply with the rules and regulations outlined by the U.S. Code, the Code of Virginia, the County of Pulaski, and all rules and regulations of the Authority, the Virginia State Corporation Commission, and other applicable laws and regulations.

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Statement of Vendor Qualifications was acknowledged before me this
_____ day of _____, 2016, by _____.

My Commission expires: / /

Notary Public

NON COLLUSION CERTIFICATION

The following certifications are made:

1. The bid or offer (1) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (2) is in all respects fair and without collusion or fraud, and (3) is or is intended to be competitive and free from any collusion with any person, firm or corporation.
2. The offeror has not offered or received any kickback from any other offeror or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
3. The offeror is not a party to nor has he participated in nor is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or condition upon which the contract resulting from the acceptance of his bid or proposal is to be performed.
4. The offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal Law, and can result in fines, prison sentences, and civil damage awards and agrees to abide by all conditions of this proposal.
5. The offeror or subcontractor has not and will not confer on any public employee having official responsibility for a 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 is exchanged.

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Offeror

By:_____

COMMONWEALTH OF VIRGINIA,

CITY/COUNTY of _____, to-wit:

The foregoing Non Collusion Certification was acknowledged before me this _____ day
of _____, 2016, by _____.

My Commission expires: / /

Notary Public

Attachment C

The undersigned submits the following proposal desiring to provide non-coin-operated inmate telephone services for the Authority.

Authorization:

Firm Name

Date

Mailing Address

Phone Number

State, Zip

Fax Number

By

Title

Contact Name (if different from above)

Contact Phone Number

Contract Terms

(FOR OFFEROR INFORMATIONAL PURPOSES)

1. **TERMINATION OF AGREEMENT**

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

2. **OWNERSHIP OF WORK PRODUCT**

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

3. **NONDISCRIMINATION**

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

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, religion, national origin, age or disability.

4. **HOLD HARMLESS/INDEMNIFICATION**

The Firm agrees to indemnify, defend, and hold harmless the AUTHORITY and its officers, agents, and employees, from any and all claims, demands, actions or

causes of action against the AUTHORITY or its officers, agents, or employees, alleging damage or injury arising out of the subject matter of this Agreement; provided, however, that such provision shall not apply to the extent that the damage or injury is attributable to the sole negligence of the AUTHORITY or its officers, agents, or employees.

5. COMPLIANCE WITH LAWS

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

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986;
3. Complying with federal, state and local laws and regulations applicable to the performance of the services procured; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

6. NO WAIVER

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

7. CHOICE OF LAW

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

8. FORUM SELECTION

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

9. SEVERABILITY

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

10. NOTICES

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

Gregory Winston,
Superintendent
New River Valley Regional Jail
108 Baker Road
Dublin, Virginia 24084

11. CONTRACTUAL CLAIMS PROCEDURE

A. Contractual claims by the Firm, whether for money or other relief, except for disputes exempted by law from the procedure set forth herein, shall be submitted to the AUTHORITY in writing no later than sixty (60) days after final payment. Any written notice of Firm's intention to file such a claim need not detail the amount of the claim, but shall state the facts and/or issues relating to the claim in sufficient detail to identify the claim, together with its character and scope. Whether or not Firm files such written notice, Firm shall proceed with the work as directed.

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

12. FAITH BASED ORGANIZATIONS

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

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

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

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the AUTHORITY and a faith-based organization, you are

hereby notified as follows:

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

13. EXTENT OF AGREEMENT/MODIFICATION

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